



MEMORANDUM OF UNDERSTANDING

BETWEEN

LAKE ARROWHEAD COMMUNITY SERVICES DISTRICT

AND THE

MANAGERS, SUPERVISORS AND

CONFIDENTIAL EMPLOYEES UNIT

October 1, 2022 – September 30, 2024

# Contents

<b>ARTICLE I</b> .....	<b>3</b>
Recognition .....	3
<b>ARTICLE II</b> .....	<b>3</b>
Management Rights .....	3
<b>ARTICLE III</b> .....	<b>4</b>
Employment Status.....	4
3.1    Full-Time Employee.....	4
3.2    Part-Time Employee .....	4
3.3    Temporary Employee .....	4
3.4    Former Employee .....	4
<b>ARTICLE IV</b> .....	<b>4</b>
Wages and Standby .....	4
4.1    Cost of Living Adjustments (COLAs).....	4
4.2    Wage Grades and Rates .....	4
4.3    Performance Evaluation.....	5
4.4    Standby .....	5
4.5    District Vehicle/Auto Allowance.....	5
4.6    Non-Exempt Call Back.....	5
<b>ARTICLE V</b> .....	<b>5</b>
Insurance Benefits .....	5
5.1    Benefit Entitlement.....	5
5.2    Medical, Dental and Vision .....	5
5.3    Medical Insurance Opt Out .....	6
5.4    Disability and Life Insurance .....	6
5.5    Retiree Health Insurance .....	6
<b>ARTICLE VI</b> .....	<b>6</b>
Retirement Benefits .....	6
6.1    California Public Employees' Retirement System ("CalPERS").....	6
<b>ARTICLE VII</b> .....	<b>7</b>
Longevity Pay .....	7
7.1    Longevity Pay .....	7
<b>ARTICLE VIII</b> .....	<b>7</b>
Additional Employee Benefits.....	7
8.1    General.....	7

8.2	Benefit Entitlement.....	7
8.3	Deferred Compensation.....	8
8.4	Flexible Spending Plan.....	8
8.5	Holidays.....	8
8.6	Vacations.....	9
8.7	Safety Incentive.....	11
8.8	Sick Leave.....	11
8.9	Bereavement Leave.....	13
8.10	Military Leave.....	14
8.11	Jury Duty and Witness Leave.....	14
8.12	Time Off for Voting.....	14
8.13	Volunteer Firefighters.....	14
8.14	School Activities.....	15
8.15	Educational Incentive.....	15
8.16	Over Certification Pay.....	16
8.17	Educational Incentive Pay.....	16
<b>ARTICLE IX.....</b>		<b>16</b>
	No Strikes.....	16
<b>ARTICLE X.....</b>		<b>17</b>
	Full Understanding, Modification and Waiver.....	17
<b>ARTICLE XI.....</b>		<b>17</b>
	Savings Clause.....	17
<b>ARTICLE XII.....</b>		<b>18</b>
	Duration October 1, 2022 – September 30, 2024.....	18
<b>APPENDIX A.....</b>		<b>20</b>
	JOB CLASSIFICATION SALARY GRADES.....	20

Pursuant to the Lake Arrowhead Community Services District Employer-Employee Relations Resolution and in accordance with negotiations between the representatives of the Managers, Supervisors and Confidential Employees Unit, concerning salaries, wages, hours, and other terms and conditions of employment falling under the purview of the Meyers-Milias- Brown Act, agreement has been reached on salaries and related benefits for bargaining unit employees of Lake Arrowhead Community Services District. Subjects of agreement, following below, reached between Lake Arrowhead Community Services District, hereinafter sometimes referred to as the "District," and the Managers, Supervisors and Confidential Employees Unit, hereinafter sometimes referred to as the "Unit," shall become effective October 1, 2022, unless otherwise noted, and remain in full force and effect until September 30, 2024. All references to "day" or "days" contained in this Memorandum of Understanding ("MOU") are to calendar days, unless expressly noted otherwise.

## **ARTICLE I**

### **Recognition**

1.1 In accordance with the terms of the Employer-Employee Relations Resolution, the District hereby acknowledges its recognition of the Managers, Supervisors and Confidential Employees Unit as the only bargaining representative for all eligible employees presently, or hereafter, employed by the District in the bargaining unit set forth in Appendix A, and specifically excluding the General Manager, temporary Employees and Employee classifications represented by the Utility Workers Union of America, Local 557.

## **ARTICLE II**

### **Management Rights**

2.1 The rights of the District include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions, and boards' set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means, and personnel by which governmental operations are to be conducted, determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. Nothing in this section shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in the District by California law, or other laws regulating, authorizing, or empowering the District to act or refrain from acting.

2.2 The District is conceded to have the right to make technological improvements, to assign work not expressly covered by job descriptions, to determine normal working hours, and to schedule shifts, accordingly.

## **ARTICLE III**

### **Employment Status**

#### **3.1 Full-Time Employee**

As used in this Memorandum of Understanding, the term "full-time employee" means an employee who is regularly scheduled to work forty (40) hours per week, or eighty (80) hours per two-week period.

#### **3.2 Part-Time Employee**

As used in this Memorandum of Understanding, the term "part-time employee" means an employee who is regularly scheduled for less than forty (40) hours per week. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Part-time employees are eligible for some, but not all employee benefits described in the Employee Handbook.

#### **3.3 Temporary Employee**

As used in this Memorandum of Understanding, the term "temporary employee" means an employee who is hired for a period of one (1) year or less. The District may extend the term of employment of a temporary employee beyond one (1) year for good cause. Temporary employees shall receive no benefits of any kind.

#### **3.4 Former Employee**

Former employees who have left the District in "good standing" may be rehired within the discretion of the General Manager.

## **ARTICLE IV**

### **Wages and Standby**

#### **4.1 Cost of Living Adjustments (COLAs)**

The following COLAs will be implemented during the duration of this four (4) year document:

4.1.1 Year 0, October 1, 2022 through December 31, 2022, wages will be in accordance with the 2022 salary schedule.

4.1.2 Year 1, January 1, 2023 through December 31, 2023, wages will increase 9.9% in accordance with the annual percent change year ending March 2022 Riverside-San Bernardino-Ontario, CA Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W).

4.1.3 Year 2, January 1, 2024 through December 31, 2024 wages will increase in accordance with the annual percent change year ending March 2023 Riverside-San Bernardino-Ontario, CA CPI-W.

#### **4.2 Wage Grades and Rates**

The wage grades for each classification covered by this Memorandum of Understanding are set forth in Appendix A and attached hereto. Refer to the current salary schedule in effect for the wage rates corresponding to each wage grade. The current salary schedule is posted on the District's website and annually approved by the District Board of Directors.

### 4.3 Performance Evaluation

Employees shall receive at least one (1) performance evaluation per calendar year. Said performance evaluation shall be prepared and discussed with the employee, and a merit pay increase granted in connection with said performance evaluation, if any, shall become effective on the Employee's anniversary date. This section shall not preclude the District from evaluating employees or granting merit pay increases at times other than those set forth in this section.

### 4.4 Standby

Employees assigned to standby duty by the General Manager, or his or her designee, shall receive \$135 per day for each 24-hour period of standby. The current classifications assigned to standby duty are Field Operations Supervisor-Wastewater, Field Operations Supervisor-Water, Mechanical Maintenance Supervisor, Operations Supervisor-Wastewater, Operations Supervisor-Water, Field Operations Manager and Operations Manager. When assigned to standby (also known as "on call"), the individual must remain within 60 minutes travel time away from the individual's regularly-assigned District facility and immediately available via electronic communication.

### 4.5 District Vehicle/Auto Allowance

The General Manager will assign exempt Employees a District vehicle or authorize a monthly auto allowance. Non-exempt Employees will receive mileage reimbursement at the current Internal Revenue Service (IRS) rate for the use of their own vehicles.

### 4.6 Non-Exempt Call Back

Non-Exempt Employees subjected to call back to work, will be entitled to a minimum of two (2) hours pay for the first call out. For the remainder of that day, all calls will be a one (1) hour minimum and all subsequent overtime will be in one (1) hour increments.

## **ARTICLE V Insurance Benefits**

### 5.1 Benefit Entitlement

The requirements for gaining entitlement to District benefits are described in each benefit plan document.

### 5.2 Medical, Dental and Vision

The District agrees to pay 92.50% of the premium cost for the employee and enrolled dependents in the District's EPO (or HMO) medical and dental insurance plans and employees will pay the remaining 7.5% at the selected tier. Employees who select more expensive plans than the EPO (or HMO) shall pay the difference between the District's share and the cost of such plans' through payroll deduction. During periods of approved medical leave with pay, the District shall continue to pay its normal contribution for medical insurance for all employees.

The District shall make available single party and dependents vision insurance to eligible employees. Employees will pay 100 percent of their and their dependents' vision plan(s) if they elect to participate.

### 5.3 Medical Insurance Opt Out

An employee may elect, in writing, not to participate in the District's medical insurance plan, provided the employee submits written proof of comparable coverage elsewhere. Employees electing not to participate in the District's medical insurance plan pursuant to this section shall be entitled to a monthly payment equal to \$200.

### 5.4 Disability and Life Insurance

The District shall make available life insurance to the employee equal in value to two times each employee's annual base salary. In addition, the District shall make available to the employee long-term disability insurance, excluding employee optional coverage. The District will pay the entire premiums for both life insurance and long-term disability insurance.

The District will coordinate Short Term Disability Insurance (STD) benefits with sick leave as permitted by applicable law. Applicable law currently permits the District to make up the difference between an employee's normal salary and his or her STD benefits by supplementing the STD benefit with the employee's accrued sick leave to the extent of the difference. Employees who wish to have sick leave coordinated with STD must notify the District in writing.

### 5.5 Retiree Health Insurance

The District does not offer a retiree medical plan at this time.

## **ARTICLE VI Retirement Benefits**

### 6.1 California Public Employees' Retirement System ("CalPERS")

6.1.1 Classic Tier 1: 2.5% at 55 – The District has negotiated with CalPERS to provide the "2.5% @ 55" Retirement Formula to employees that are considered classic members under the Public Employees' Pension Reform Act of 2013 ("PEPRA"). Classic members are defined as members of the CalPERS retirement system or any other public retirement system that is subject to reciprocity hired before October 15, 2011. Employee pays the full employee share, currently 8%.

6.1.2 Classic Tier 2: 2% at 55 – The District has negotiated with CalPERS to provide the "2% @ 55" Retirement Formula to employees that are considered classic members under 'PEPRA. Classic members are defined as members of the CalPERS retirement system or any other public retirement system that is subject to reciprocity hired after October 15, 2011. Employee pays the full employee share, currently 7%.

6.1.3 PEPRA – 2% at 62 -New members under PEPRA are provided the "2% @ 62" retirement formula. New members are defined as employees who were not members of a public retirement system prior to January 1, 2013; or members of a public retirement system that were not subject to reciprocity with the new employer's plan; or anyone who was an active member of a retirement system and has a break in service six months or more. Employee pays the full employee share, currently 6.75%.

6.1.4 Any employee eligible for retirement and wishing to retire shall notify the General Manager in writing of his/her intention to retire at least thirty (30) days prior to the effective date of his/her retirement. (Personal emergencies, which may force retirement more abruptly, will not require the thirty (30) day notice.) District employees shall be retired from District service according to the CalPERS plan. No employee shall be forced to retire if such forced retirement violates the then-existing Federal, State and/or Local government laws pertaining to the retirement rights of individuals. An employee has the right to retire voluntarily at any time under the provisions of applicable local, state or federal laws.

## **ARTICLE VII**

### **Longevity Pay**

#### **7.1 Longevity Pay**

In lieu of additional vacation time-off, for employees that have long standing service with the District, the District will provide Longevity Pay.

7.1.1 Longevity pay will be provided annually on the anniversary of hire date as follows. On the regular payment cycle following anniversary dates of hire, employees will be entitled to the following annual payments, at the rate of pay in effect on each respective anniversary date:

7.1.1.2	Completion of 84 months	1.0 week's pay
7.1.1.3	Completion of 120 months	1.5 week's pay
7.1.1.4	Completion of 180 months	2.0 week's pay
7.1.1.5	Completion of 240 months	2.5 week's pay

## **ARTICLE VIII**

### **Additional Employee Benefits**

#### **8.1 General**

8.1.1 Employees may receive benefits of economic value in addition to salaries, economic incentives, holidays, vacations, etc. as provided herein. The District will continue all other benefits, and working conditions that are not specifically covered in this MOU as set forth in the Employee Handbook.

8.1.2 Benefits included in this MOU with the District are subject to meeting and conferring as required by law prior to modification. Changes necessitated by law are not subject to the meet and confer process.

#### **8.2 Benefit Entitlement**

8.2.1 The requirements for gaining entitlement to District benefits are described in each benefit plan document and are subject to current law. The specific provisions for losing entitlement to and ceasing to accrue District benefits are described in each benefit plan document.



### 8.3 Deferred Compensation

8.3.1 For MSCEU employees hired prior to October 1, 2011, the District will make matching deferred compensation contributions, up to three percent (3%) of base salary, in the District Deferred Compensation Plan.

8.3.2 For MSCEU employees hired after October 1, 2011, the District will make matching deferred compensation contributions, up to \$30.00 per pay period, in the District Deferred Compensation Plan.

8.3.3 Eligible income is identified in the deferred compensation plan document. This is based on an employees' annual base salary.

8.3.4 An employee may contribute an amount to the deferred compensation plan in excess of the employer's contribution, up to a maximum total deferred compensation amount allowed by the IRS.

### 8.4 Flexible Spending Plan

8.4.1 The District shall make available a Flexible Spending Plan benefit to all employees.

8.4.2 Flexible spending plan accounts are established by voluntary employee deductions from their wages.

8.4.3 Flexible spending plan accounts may be established for the following:

8.4.3.1 Premium payments for the district Vision insurance plan and the Employee co-payment for additional long-term disability insurance as allowed by law.

8.4.3.2 Medical Expenses.

8.4.3.3 Dependent care.

### 8.5 Holidays

8.5.1 All employees of the Lake Arrowhead Community Services District, except as herein noted, shall be entitled to the following holidays:

- 8.5.1.1 January 1 – New Year's Day
- 8.5.1.2 Third Monday in January – Martin Luther King Day
- 8.5.1.3 Third Monday in February – Presidents Day
- 8.5.1.4 Last Monday in May – Memorial Day
- 8.5.1.5 July 4 – Independence Day
- 8.5.1.6 First Monday in September – Labor Day
- 8.5.1.7 November 11 – Veterans Day
- 8.5.1.8 Fourth Thursday in November – Thanksgiving Day
- 8.5.1.9 Day after Fourth Thursday in November – Day after Thanksgiving Day
- 8.5.1.10 December 24 – Christmas Eve
- 8.5.1.11 December 25 – Christmas Day
- 8.5.1.12 One (1) floating holiday

8.5.2 The specific date of the floating holiday is subject to the approval of the employee's supervisor. The floating holiday time off will be accrued on January 1 of each year.

8.5.3 When a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be a holiday in lieu of the day observed.

8.5.4 When a holiday falls on an employee's regularly scheduled day off, the employee shall take the time off on a scheduled workday (within the same pay period of the holiday) of the employee's choosing, subject to the approval of the employee's supervisor.

8.5.5 MSCEU Employees working an alternative 9/80 or 4/10 schedule shall receive full day pay for recognized holidays.

8.5.6 Departments that have a schedule other than 9/80 may have a separate holiday calendar that will be posted prior to each calendar year. Please refer to the current Employee Handbook for the circumstances under which employees are paid for holidays.

## 8.6 Vacations

8.6.1 Accrual. Each employee shall accrue vacation leave with pay based on months of service, as follows. Due to the benefit the District may receive from the extensive prior experience of newly hired employees, up to five years of prior work history may be considered for vacation accrual purposes at the discretion of the General Manager. No vacation time will be considered to be vested at the time of hire, rather when vacation begins to accrue, it may begin to accrue at a higher rate than what is provided below given prior experience.

8.6.1.1 0-60 Months	6.67 hours per month
8.6.1.2 61-120 Months	10.00 hours per month
8.6.1.3 121 Months or more	13.33 hours per month

8.6.2 Scheduling. The arranging of a vacation schedule shall be the responsibility of the Department Head, primarily with particular regard for the needs of the District, and secondly, insofar as possible, with the wishes of the employee. An employee shall request authorization for a vacation at least two (2) weeks prior to the commencement of the leave, and in accordance with other leave use requirements. If the employee does not have sufficient time accrued, the vacation leave authorization will be rescinded, reduced, or leave without pay will be authorized at the District's discretion.

8.6.3 If circumstances warrant, the District may, at its discretion, cancel or deny previously authorized vacation and comp time leaves.

8.6.4 Unused Accrual. An incumbent who separates from the service of the District shall receive payment for unused vacation leave to which he/she has accrued as of the date of separation.

8.6.5 Maximum Accrual. The maximum amount at any time of vacation leave accrual shall be equivalent to two year's accrual at the applicable accrual rate given the employee's length of service for MSCEU employees. Once this cap is reached, no further vacation will accrue until some vacation time is used and the vacation balance falls below the cap, at which time vacation compensation will begin to accrue again until the cap is reached. For MSCEU employees, retroactive payment of missed vacation accrual will be made for the time period in which vacation compensation was at the cap, if determined by the General Manager that the missed vacation was for the benefit of the District.

8.6.6 Vacation Leave Cash Out. Although the District encourages employees to take time off away from work in order to have a more balanced life style, the District offers a vacation leave cash-out option for eligible employees. This program is intended to provide more flexibility in utilizing vacation leave benefits, without triggering a taxable event for those employees who may elect to cash out accrued vacation leave but choose not to.

For purposes of this policy, an "Eligible Employee" is an employee that has completed a minimum of 36 months of service with the District and has utilized as least 50% of his/her respective annual vacation leave accrual during the previous 12 month period.

An election period will be held each year in December, during which time Eligible Employees will have the opportunity to make an irrevocable election to cash-out vacation hours that are scheduled to accrue during the months of January through June of the next calendar year ("First Accrual Period"). Eligible Employees may elect to cash out up to a maximum of 50% of vacation hours that will accrue during the First Accrual Period.

A second election period will be held each year in June, during which time Eligible Employees will have the opportunity to make an irrevocable election to cash-out vacation hours that are scheduled to accrue during the months of July through December of the same calendar year ("Second Accrual Period"). Eligible Employees may elect to cash out up to a maximum of 50% of vacation hours that will accrue during the Second Accrual Period.

Eligible Employees may not elect to cash-out vacation hours previously accrued at the time of the election.

An Eligible Employee must submit a new Vacation Cash Out Form to Human Resources for every period in which he or she wishes to cash-out vacation hours accruing in a subsequent period. Due to IRS regulations, elections will not carry over from one period to the next. The election form will be made available in December and June by the HR Manager.

The vacation hours an Eligible Employee elects to cash-out which will accrue in the accrual period subsequent to an election will not be available for use. If the Eligible Employee's accrual rate changes (such as due to a leave or change in scheduled hours) so that there are insufficient hours accrued during the accrual period to cover the election, the District will adjust the election accordingly.

The elected cash-out for the First Accrual Period will be paid concurrently with the first pay date in July of the year in which the vacation leave has accrued. The elected cash-out for the Second

Accrual Period will be paid concurrently with the first pay date in January of the year following the year in which the vacation leave has accrued.

The General Manager, at his/her own discretion, may lift the above restrictions based on the occurrence of an unforeseeable financial emergency in accordance with IRS regulations.

## 8.7 Safety Incentive

8.7.1 Accrual. Each Department can earn Safety Incentive awards quarterly up to the following amount:

### Field Operations, Operations and Water Conservation

- 1st quarter – January 1 – March 31 = Earn 4 hours
- 2nd quarter – April 1 – June 30 = Earn 4 hours
- 3rd quarter – July 1 – September 30 = Earn 4 hours
- 4th quarter – October 1 – December 31 = Earn 4 hours

### Administration, Customer Service, Finance and Engineering

- 1st quarter – January 1 – March 31 = Earn 3 hours
- 2nd quarter – April 1 – June 30 = Earn 3 hours
- 3rd quarter – July 1 – September 30 = Earn 3 hours
- 4th quarter – October 1 – December 31 = Earn 3 hours

The accrual will be shown on employees' paystubs as Floating Holiday shortly after the end of the quarter.

8.7.2 Eligibility. Please refer to the current literature on the District's Safety Incentive Program.

## 8.8 Sick Leave

8.8.1 Accrual Paid sick leave shall be accrued at the rate of eight (8) hours per month.

8.8.2 General Requirements Accrued sick leave may be used in the event of the occurrence of one of the following circumstances set out below. Sick leave is a benefit the District provides to its employees pursuant to the California Paid Sick Leave Law in order for employees to continue to receive pay while they are out due to an illness or injury. While the employees also contribute to Short Term Disability Insurance, employees must be on paid leave from the District (such as paid sick leave or paid vacation) in order for other benefits, such as vacation, medical and life insurance, to continue. Unpaid leave will only provide continuance of benefits when required by existing laws.

8.8.3 Sick Leave Entitlement. Sick Leave will be provided in full compliance with applicable State and Federal law and as identified in the Employee Handbook. Employees may use sick leave for time off due to an employee's medical condition as well as other situations as follows:

8.8.3.1 Time off for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. A "family member" for these purposes is defined as a child (a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), a parent (a

biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), a spouse or registered domestic partner, a grandparent, grandchild and sibling.

8.8.3.2 Time off due to being subject to declared quarantine, or being exposed to a contagious disease, which would endanger the health of other employees, as determined by a doctor.

8.8.3.3 To attend legal proceedings, or to obtain medical treatment, counseling or other victims' services for domestic violence, sexual assault, or stalking.

8.8.3.4 A comparable incident as so determined by the General Manager.

#### 8.8.4 Sick Leave Use Notification and Authorization

8.8.4.1 Unplanned Use of Sick Leave for Illness/Injury: If an employee needs to utilize sick leave because of an unforeseeable injury or illness, the employee must notify his/her Supervisor as soon as practicable.

8.8.4.2 Leaving Work Due to a Non-Work Related Injury or Illness-District Initiated: District Supervisors are responsible for sending an employee home or for medical attention when there is evidence that the employee has developed a medical condition which either renders the employee unable to work or presents a hazard to the employee, co-workers, or the public.

8.8.4.3 Planned Use of Sick Leave for a Medical Appointment or Other Pre-Scheduled Purpose: If an employee plans to use sick leave for a planned medical appointment or other pre-scheduled purpose, the employee must provide reasonable advanced notice to their supervisor.

8.8.4.4 Maximum Accrual. The maximum accrued sick leave shall be two thousand (2,000) hours. Once this cap is reached, no further sick leave shall accrue until some is used. When some leave time is used, accrual shall begin again.

8.8.4.5 Unused Sick Leave. In the event an employee does not use all sick leave accrued during their service with the District, the employee will be reimbursed upon separation based upon their months of service, as follows:

8.8.4.5.1	61-120 Months	20% of time accrued
8.8.4.5.2	121-180 Months	35% of time accrued
8.8.4.5.3	181-240 Months	50% of time accrued
8.8.4.5.4	241 Months or more	65% of time accrued

8.8.4.6 Sick Leave Cash Out. Although the District encourages employees to take sick time off away from work when sick and in accordance to state/federal law, the District offers a sick leave cash-out option for eligible employees. This program is intended to provide eligible employees with more flexibility in utilizing sick leave benefits, without

triggering a taxable event for those employees who are able to cash out accrued sick leave but choose not to.

For purposes of this policy, an "Eligible Employee" is an employee that has completed a minimum of 61 months of service with the District. The amount of the cash out will be equivalent to the number of hours requested at the current pay rate. The amount paid will be adjusted in accordance with the percentages stated in section 8.8.4.5 Unused Sick Leave of the MSCEU MOU. The amount requested cannot be more than the time one would get reimbursed upon separation reflected in section 8.8.4.5 Unused Sick Leave. A minimum of 480 hours will be left in accruals.

An election period will be held each year in December, during which time Eligible Employees will have the opportunity to make an irrevocable election to cash-out sick hours that are scheduled to accrue during the months of January through December of the next calendar year ("Accrual Period"). Eligible Employees may elect to cash out a maximum of the number of sick hours that will accrue during the Accrual Period in excess of 24 hours.

An Eligible Employee must submit a new election for every period in which he or she wishes to cash-out sick hours accruing in a subsequent period. Due to IRS regulations, elections will not carry over from one period to the next. The election form will be made available in November by the Human Resources Manager.

The sick hours an Eligible Employee elects to cash-out which will accrue in the accrual period prior to an election will not be available for use. If the Eligible Employee's accrual rate changes (such as due to a leave or change in scheduled hours) so that there are insufficient hours accrued during the accrual period to cover the election, the District will adjust the election accordingly.

The elected cash-out for the Accrual Period will be paid concurrently with the first pay date in December.

One-Time Sick Leave Cash Out: A one-time cash out of 50% of accrued sick time is available as allowable by law for "Eligible One-Time Employees". An "Eligible One-Time Employee" is an exempt employee who has completed a minimum of 181 months of service with the District. The amount paid will be adjusted in accordance with the percentages stated in section 8.8.4.5 Unused Sick Leave of the MSCEU MOU. A minimum of 480 hours will be left in accruals.

The General Manager, at his/her own discretion, may lift the above restrictions based on the occurrence of an unforeseeable financial emergency in accordance with IRS regulations.

## 8.9 Bereavement Leave

8.9.1 When an employee is compelled to be absent from duty by reason of the death of a member of his/her immediate family, such employee shall be granted three (3) working days of bereavement leave, with pay. For purposes of this section, immediate family shall refer to parents,

step-parents, parents-in-law, children, step-children, spouses, domestic partners, siblings, siblings-in-law, grandparents, step-grandparents and grandparents-in-law.

8.9.2 If an employee must travel in excess of five hundred (500) miles to attend funeral services, five (5) working days of bereavement leave, with pay, shall be granted.

8.9.3 Absence from duty in excess of the number of days authorized by this section, or absence from duty to attend the funeral services of one not a member of the employee's immediate family, shall be chargeable to accrued vacation leave, or may be taken as a leave of absence, subject to the approval of the General Manager.

8.9.4 No more than ten (10) bereavement days will be granted in a twelve (12) month period, unless authorized by the General Manager. The District may require the employee to provide proof of death.

## 8.10 Military Leave

Military Leave will be provided in full compliance with current applicable State and Federal law and is identified in the Employee Handbook.

## 8.11 Jury Duty and Witness Leave

8.11.1 Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties, up to a maximum of fifteen (15) calendar days during any twelve (12) month period, provided the employee remits to the District all fees received for such duties, other than mileage or subsistence allowances, within thirty (30) days from the termination of his/her jury service. With that understanding established at the outset of the trial, if a trial should subsequently last longer than the anticipated fifteen (15) days, the employee will not be penalized for the extension. The unanticipated extended time will be paid by the District.

8.11.2 Employees who are subpoenaed to appear as witnesses on behalf of the State of California, or any of its agencies, may be granted leaves of absence, with pay, from their assigned duties until released, subject to the approval of the General Manager. The employee shall remit all fees received for such appearance to the District within thirty (30) days from the termination of his/her services. Compensation for mileage and subsistence allowances shall not be considered as a fee and shall be retained by the employee.

## 8.12 Time Off for Voting

8.12.1 Up to two (2) hours time-off will be granted to any employee who, as a result of the length of his/her work shift, does not have sufficient time to vote in a statewide election. The time must be taken at either the beginning or the end of the shift.

8.12.2 To be eligible, written notices must be received by the Department Head two (2) full working days prior to the election, and evidence of voting must be submitted.

## 8.13 Volunteer Firefighters

8.13.1 Unpaid leave shall be granted to employees taking time off to perform emergency duty as a volunteer firefighter.

8.13.2 Volunteer firefighters shall adhere to the District Volunteer Firefighter Leave Use Procedures as stated in the Employee Handbook.

## 8.14 School Activities

8.14.1 Employees are encouraged to participate in the school activities of their child(ren). For school visits, up to forty (40) hours without pay annually per child will be granted. Written notice shall be provided at least two (2) working days in advance. In addition, School Visits will be granted in full compliance with current applicable State and Federal law and as identified in the Employee Handbook.

8.14.2 Employees must use vacation or comp time leave in order to receive compensation for this time off.

## 8.15 Educational Incentive

8.15.1 The District encourages employees to take and complete educational courses to develop the employee's capabilities.

8.15.2 The District will reimburse employees for taking educational courses directly related to their District employment in accordance with the following provisions.

8.15.2.1 All requests for educational reimbursement must be approved in advance by the General Manager, in accordance with the Employee Expense Reimbursement Policy. This reimbursement includes books, courses and course exams.

8.15.2.2 The District will deny any request for educational reimbursement that was not approved in advance by the General Manager.

8.15.2.3 The District may, at its discretion, approve or deny any advance request for educational reimbursement.

8.15.2.4 An advance request for educational reimbursement will be denied if such request exceeds the maximum annual amount budgeted for a position. The District reserves the right to cap the amount granted to any one employee in a budget year at \$1,500.

8.15.2.5 Courses taken must be job-related, as determined by the District.

8.15.2.6 Course shall be taken at an accredited educational institute.

8.15.2.7 No more than two courses per semester shall be eligible for reimbursement.

8.15.2.8 Prior to receipt of any reimbursement, the employee must submit proof of completion of courses taken indicating a grade of "C" or better along with receipts of all eligible expenses.

8.15.2.9 Any reimbursement shall be subject to the current income tax laws with regard to withholding and reporting of income.



8.15.2.10 The District also reserves the right to place repayment requirements on employees which leave District service within four (4) years of this reimbursement. Employees who are involuntarily terminated or retired for disability will not be required to reimburse the District. The reimbursement schedule shall be graduated so that after one year of service, the Employee will only be required to pay 75 percent; after two years, 50 percent; and after three years, 25 percent.

## 8.16 Over Certification Pay

8.16.1 The District will provide additional compensation to employees that obtain and maintain certain authorized certification, which exceeds the minimum requirements for an employee's position.

8.16.2 Such certification, to be obtained through the SWRCB, DOHS, CWEA or AWWA, must be of the specific type identified in an employee's job description, and must be at a grade higher than that identified as the minimum required for an employee's position. In addition, upon written approval from the General Manager, employees will receive over certification pay for certifications which are not contained in the employee's job description, but are of benefit to the District's goal of a professional labor force focused on the District mission and/or that would qualify the employee for other District employment.

8.16.3 For each authorized certification grade above the minimum required for a position and set forth in the employee's job description, an employee shall receive fifty dollars (\$50) per month additional compensation, up to one hundred fifty dollars (\$150) per month maximum.

## 8.17 Educational Incentive Pay

The District shall provide Educational Incentive Pay for college degrees from accredited institutions that are not identified as requirements in the employee's job description.

8.17.1 The District shall provide \$25 per month additional compensation for an employee who has successfully earned an Associate Degree.

8.17.2 The District shall provide \$50 per month additional compensation for an employee who has successfully earned a Bachelor's Degree.

8.17.3 The District shall provide \$75 per month additional compensation for an employee who has successfully earned a Master's Degree.

8.17.4 Each level of degree is not inclusive of each other. The employee shall receive the incentive per highest degree earned.

# ARTICLE IX

## No Strikes

9.1 No Strikes. Apart from and in addition to existing legal restrictions upon and remedies for work stoppages, the Unit hereby agrees that during the term of the current MOU, neither it nor its members or agents, representatives or persons, acting in concert with any of them, shall incite, engage or

participate in any strike, walkout, slowdown, sickout, or other work stoppage or interference of any nature against the District whatsoever, or wheresoever located, including but not limited to disputes which are related to the subject matter contained in the MOU; disputes which are specifically not subjects of the MOU (this does not in any way prohibit filing of claims with courts, PERB or other labor enforcement agencies); disputes between the District and other employee organizations, persons, or employees; or jurisdictional disputes. In the event of any strike, walkout, slowdown, or other work stoppage or threat thereof against the District during the term of the current MOU, the Unit and its officers will take all steps reasonably within their control to end or avert the same.

Those represented by the Unit will not authorize, engage in, encourage, sanction, recognize, or assist in any strike, slowdown, walkout, sickout, or other work stoppage against the District or picket in furtherance thereof, or participate in unlawful concerted interference in violation of this provision, or refuse to perform duly assigned services in violation of this provision. It is understood that any person represented by the Unit found in violation of this provision may be subject to discipline, including termination as determined by the District Employee Relations Officer.

## **ARTICLE X**

### **Full Understanding, Modification and Waiver**

10.1 It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby suspended or terminated in their entirety.

10.2 It is agreed and understood that the Unit hereto voluntarily and unqualifiedly waives its rights, and agrees that the District will not be required to negotiate with respect to any subject or matter covered herein during the term of this Agreement. Except in cases of emergency as provided by Government Code Section 3504.5, the District shall provide reasonable written notice to the Unit of any ordinance, resolution, rule or regulation directly related to matters within the scope of representation proposed to be adopted by the District Board of Directors and shall give the Unit the opportunity to meet with the District representatives.

10.3 Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless contained in writing signed by both parties and approved and implemented by the District Board of Directors.

10.4 The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of its terms and provisions.

## **ARTICLE XI**

### **Savings Clause**

11.1 Should any provision of this Memorandum of Understanding, or any application thereof, be unlawful by virtue of any federal, state, or local law or regulation, or the Employer-Employee Relations Resolution, such provision shall be effective and implemented only to the extent permitted by said law,

regulation, or Resolution. In all other respects, the provisions of this Memorandum of Understanding shall continue in full force and effect for the life thereof.

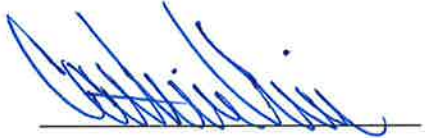
11.2 If any provision of this Memorandum of Understanding is held by a final decision of a court of competent jurisdiction to be unlawful or invalid, such provision shall be immediately subject to renegotiation between the parties, and until agreement has been reached thereon, the parties shall comply with such decision.

## **ARTICLE XII**

### **Duration October 1, 2022 – September 30, 2024**

12.1 In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, its written request to commence negotiations and its full and complete written proposal for such successor Memorandum of Understanding. Upon receipt of such written notice and proposals, negotiations shall begin thereafter.

Lake Arrowhead Community  
Services District



Catherine Cerri, General Manager

8/16/2022

Date

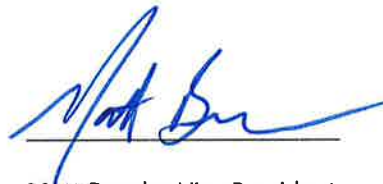
Managers, Supervisors and  
Confidential Employees Unit



Matt O'Kelly, President

8-16-22

Date



Matt Brooks, Vice President

8-16-2022

Date

**APPENDIX A**  
**JOB CLASSIFICATION SALARY GRADES**

<u>CLASSIFICATION</u>	<u>GRADE</u>
Administrative Assistant	13A
Executive Assistant	16A-18A
Customer Service Supervisor	17A
Field Operations Supervisor Wastewater	17B
Field Operations Supervisor Water	17B
Mechanical Maintenance Supervisor	17B
Operations Supervisor Wastewater	17B
Operations Supervisor Water	17B
Public Programs Supervisor	17B
Human Resources Manager	19A
Engineering Project Manager	19B
Field Operations Manager	20A
Operations Manager	20A
Finance Manager	20B-22A
District Engineer	22A

