

MEMORANDUM OF UNDERSTANDING
BETWEEN
LAKE HEMET MUNICIPAL WATER DISTRICT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, CTW, CLC
LOCAL 721
2009-2010

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MEMORANDUM OF UNDERSTANDING

BETWEEN

LAKE HEMET MUNICIPAL WATER DISTRICT

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, CTW, CLC LOCAL 721

2009 - 2010

Pursuant to the Lake Hemet Municipal Water District Employer-Employee Resolution, attached hereto and by reference made a part hereof, and in accordance with negotiations between the representatives of Lake Hemet Municipal Water District and Service Employees International Union, Local 1997, concerning salaries, wages, hours, and other terms and conditions of employment falling under the purview of the Meyers-Miliias-Brown Act, agreement has been reached on salaries and related benefits for employees of Lake Hemet Municipal Water District. Subjects of agreement, following below, reached between Lake Hemet Municipal Water District, hereinafter sometimes referred to as the "District," and the Service Employees International Union, CTW, CLC Local 721, hereinafter sometimes referred to as the "Union," shall become effective March 1, 2010, and remain in full force and effect until June 30, 2010. All references to "day" or "days" contained in this Memorandum of Understanding are to calendar days, unless expressly noted otherwise.

ARTICLE I

Recognition

1.1 In accordance with the terms of the Employer-Employee Resolution, the District hereby acknowledges its recognition of Service Employees International Union, CTW, CLC Local 721 as the only bargaining representative for all eligible employees presently, or hereafter, employed by the District in the appropriate District-wide bargaining unit, and specifically excluding confidential, ranger and management positions (including, but not limited to, the General Manager, Assistant General Manager, Director – Administration, District Secretary, Human Resources Specialist, Customer Service Officer, Construction Manager, Administrative Assistant, Accounting/Budget Specialist, Campground Manager, Senior Ranger and Ranger).

1.2 Except as provided in the Resolution attached hereto, requests for a representation election shall be denied during the existence of this Memorandum of Understanding.

1.3 Petitions requesting decertification may be received by the District only during the thirty (30) day period between ninety (90) and sixty (60) days prior to the expiration date of an existing Memorandum of Understanding.

1.4 Any employee who is a member of the Union in good standing at the end of fourteen (14) days after the signing of this Memorandum of Understanding, and all employees who thereafter become members, shall remain a member of the Union in good standing, until the termination date

of this Memorandum of Understanding; and, if said membership is not withdrawn or otherwise terminated by written notice to the Union and the District during the ten (10) days immediately preceding the anniversary date of this Memorandum of Understanding, said membership shall be maintained in full force and effect for the year next following the date of expiration of this Memorandum of Understanding.

1.5 The maintenance of membership provisions of this Memorandum of Understanding shall not be applicable where precluded by law. Service Employees International Union, CTW, CLC Local 721 its successors and assigns, shall indemnify, defend, and hold the District harmless against any claims made and against any suit instituted against the District, and for any losses or damages incurred by the District on account of the maintenance of membership provisions of this Memorandum of Understanding.

1.6 Authority. The District and the Union mutually understand and agree that, as a result of the State of California's adoption of Government Code Section 3502.5, all employees in the bargaining unit represented by the Union have the right to join or not join the Union. However, the enactment of a local "Agency Shop" arrangement, pursuant to an election under Government Code Section 3502.5(b), requires that as a condition of continuing employment, employees in the affected bargaining unit must either join the Union, pay to the Union a service fee in lieu thereof, or establish a religious exemption therefrom. Such service fee shall be established by the Union, and shall not exceed the standard initiation fee, periodic dues and general assessments of the Union.

1.7 Union Dues/Service Fee. The District shall provide all employees hired into Union-represented positions with an authorization notice, mutually agreed upon between the District and the Union, advising them of the following information: (1) an agency shop arrangement for the Union has been enacted pursuant to state law; and (2) all employees subject to the agency shop arrangement must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing a payroll deduction of Union dues, a service fee or a charitable contribution equal to the service fee. Said employees shall have five (5) calendar days from the date they receive the form to fully execute it and return it to the District Office.

When the form is completed, properly authorizing the deduction of Union dues or the service fee, and returned during the stated time period, the District shall begin the applicable deduction of Union dues or the service fee no later than the beginning of the first pay period commencing after receipt of the authorization form by the District Office. If the form is not completed properly and/or not returned within the stated time period, the District shall begin the deduction of the service fee no later than the beginning of the first pay period commencing after the expiration of the stated time period. If the authorization form is properly completed, claiming the religious exemption and returned during the stated period, the procedure provided in Paragraph 1.8 (b) shall be followed.

No dues, fee, or contribution deduction shall be made during any pay period when an employee's earnings are insufficient, after all other deductions are made, to cover the full amount of the dues, fee or contribution. When an employee is in a non-pay status for an entire pay period, no deduction will be made to cover the pay period from future earnings. In the case of an employee in a non-pay status only during part of a pay period, whose earnings, after deductions, are not sufficient to cover

the full amount of the dues, fee or contribution, no deduction shall be made in the pay period or from future earnings to cover the pay period.

The Union shall advise the District, in writing, of the dues and service fee amounts to be deducted. Any change in the amounts will be submitted to the District, in writing, at least fourteen (14) days prior to the effective date of such change.

All deducted dues and service fees shall be remitted to the Union no later than fourteen (14) calendar days after deduction. The District shall also provide an itemized statement detailing each employee's name, social security number, address, amount of deduction and category of deduction.

1.8 Religious Exemption. Any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall, upon presentation of active membership in such religion, body or sect, not be required to financially support any public employee organization as a condition of employment. The employee shall be required, in lieu of a service fee, to pay sums equal to the service fee to a non-religious, non-labor charitable fund exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code, chosen by the employee from a list set forth in sub-section "c".

Written declarations of or applications for religious exemption and any supporting documentation shall be submitted to the District Office and the Union. After receipt of such a request, the District shall begin a deduction of the charitable contribution no later than the beginning of the first pay period commencing after the receipt of the request by the District Office. The charitable deduction shall be held in escrow pending receipt of the Union's written determination on the request for a religious exemption. Upon approval of the religious exemption by the Union and upon identification of an appropriate charity by the employee, the District shall remit the escrowed amount to the designated charity and thereafter remit the charitable deductions to the designated charity. Upon denial of the religious exemption by the Union, the employee shall have ten (10) calendar days to file an appeal with the Union regarding the denial. (The employee shall provide a copy of any such appeal to the District.) Upon receipt of the appeal, the Union will contact the State Mediation and Conciliation Service and request a mediator to provide a recommendation as to whether or not the denial of the religious exemption should be upheld. Both the employee and the Union agree to be bound by the mediator's recommendation. Should the mediator recommend that the denial be upheld or upon passing of the time period for which the employee has to appeal, the Union shall notify the District in writing and the District shall convert the charitable contribution deduction to a service fee deduction and remit the escrowed amount to the Union as service fee. Charitable contributions shall be made by regular payroll deductions only. Failure of the Union to provide the District with a written approval or disapproval of a request for religious exemption within thirty (30) calendar days of the Union's receipt of a copy of the request shall constitute an approval of the religious exemption.

The District and the Union have agreed to include the following list of designated non-religious, non-labor charitable funds for receipt of religious exemption deductions in the Memorandum of Understanding between the parties:

1. United Way

2. American Cancer Society
3. American Society for the Prevention of Cruelty of Animals
4. Kid Zone
5. Hemet Area Museum Association
6. City of San Jacinto Museum for Estudillo House

1.9 Records. The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the District, and to the employees who are members of the organization, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. A copy of financial reports required under Labor Management Disclosure Act of 1959 or Government Code Section 3456.5 shall satisfy this requirement.

1.10 Indemnification. The Union shall indemnify, defend and hold the District harmless against any liability arising from any claims, demands or other action relating to the District's compliance with the agency fee obligation.

1.11 New Employees. The District will notify the Union of all new hires within the bargaining unit within one (1) week after their having been employed, furnishing the Union with the new employee's name, mailing address, position for which he/she was hired and the department/section the employee will be working. In addition, the District will provide the employee a copy of this Memorandum of Understanding.

1.12 Stewards. The Union may select and certify to the District up to two (2) employees who act as Union stewards. The stewards shall have the authority to investigate and resolve grievances and to distribute Union information and material, provided that such activity does not interfere with the regular work routine of any employee, with prior approval of management. The investigation and processing of employee grievances will be permitted during working hours without loss of compensation up to four (4) hours per month per steward. If permitted activities would interfere with either of the steward's or grievant's duties, management shall, within the next working day, arrange a mutually satisfactory time for the requested activities. An employee may request and have present a steward or Union representative at any discussion on disciplinary actions, or grievance proceedings. Management will provide written notification to an officer of the local union and the staff representative of an impending major disciplinary action, upon the request of the employee against whom the disciplinary action is pending.

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 the Municipal Water District Law of 1911, as amended, 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

Non-Discrimination Clause

3.1 The provisions of this Memorandum of Understanding shall apply to all persons covered thereby without discrimination on account of sex, sexual orientation, race, age, disability, pregnancy, color, national origin, or creed, nor will there be discrimination in respect to hiring and retention or any condition of employment because of membership in or activities on behalf of the Union.

3.2 As sole collective bargaining agent, the Union will accept into membership all eligible persons in the bargaining unit without regard to sex, race, age, disability, pregnancy, color, national origin, or creed.

ARTICLE IV

Employment Status

4.1 As used in this Memorandum of Understanding, the term "full-time employee" means an employee that is regularly scheduled to work forty (40) hours or more per seven (7) day work period.

4.2 As used in this Memorandum of Understanding, the term "regular part-time employee" means an employee who is regularly scheduled to work less than forty (40) hours during a seven (7) day work period.

4.3 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.

4.4 A new employee shall be considered to be a probationary employee for the first one (1) year from the date of the probationary employee’s last hire. A probationary employee shall have no seniority rights and shall be subject to discharge at the District’s sole discretion, but shall acquire seniority from the date of the probationary employee’s last hire, upon completion of the employee’s probationary period or any extension thereof.

4.5 If an employee is reclassified from temporary employment status to permanent employment status in the same job classification, the employee shall not be required to serve a probationary period upon said reclassification, provided that the employee has already satisfied the requirements of a probationary period, pursuant to Section 4.4 of this Article, while serving in a temporary status.

4.6 All employees shall be provided upon date of hire, promotion, or other change of employment or payroll status with a copy of a document attesting to the employee’s employment status. The document shall include: date of hire, employment status (temporary, permanent, probationary, full-time, part-time), present classification, present anniversary date, and present salary.

4.7 The District will make a good faith effort to provide full time employment to those individuals at the Campground who normally work part-time during the off season and desire to increase their hours.

ARTICLE V

Wages, Longevity Bonus and Overtime

5.1 CPI Wage Increases. There shall be no COLA increase from July 1, 2009 – June 30, 2010.

5.2 Minimum Wage Rates. The minimum wage rates for each classification covered by this Memorandum of Understanding are set forth in Appendix “A” and attached hereto. As a result of a reclassification study, some classifications established grades were changed. Employees serving in classifications whose grade was increased, will receive the increase in pay on March 1, 2006. Employees whose current base pay is in excess of the established grade, will be “red circled/grandfathered” in their base pay so long as they remain in their current position. (“Red circled/grandfathered” employees will continue to be eligible for merit increases, CPI wage increases and other benefits as set forth in the MOU.) New hires into the position will be paid within the established grade. Nevertheless, the District may pay wages above the minimum rate, if it deems such payment appropriate.

5.3 Step Increases. An employee shall be eligible to receive yearly step increases within the established range for the employee’s job classification, as indicated in Appendix “A,” attached hereto. Said increases shall be based solely upon merit, and will be granted within the sole discretion of the District. The District’s exercise of its discretion herein shall not be arbitrary or capricious.

The advancement within the classification of an employee is not automatic, but the result of increased service value to the District. In determining the increased service value of an employee, consideration shall be given to the length of service, the personal performance record, any specific training, and any other evidence that illustrates the determination regarding an employee's increased service value to the District. Advancements shall be subject to the recommendation of the Supervisor, and the approval of the General Manager.

The five (5) levels of advancement, i.e., Step 1 through Step 5, inclusive, are granted according to the conditions outlined above.

The two (2) levels of advancement, i.e., Steps 6 and 7, shall be granted to an employee who has shown a dedication and level of job performance beyond that which would normally be expected of, and associated with, the position. Advancement at these two (2) levels shall be based upon a recommendation from the Supervisor, and shall be subject to the approval of the General Manager.

Items that might be considered in the decision to award one or more of these steps to an employee include, but are not limited to:

1. Continuing education with job-related courses completed, including graduation from college with a job-related degree.
2. Award of a professional job-related license or certificate.
3. Assignment and acceptable performance in a higher job classification at Step 5.

In no case will an increase to Steps 6 or 7 be based solely on longevity with the District. The employee and supervisor should attempt to mutually agree on specific goals and objectives needed to be eligible for these steps in the employee's annual performance evaluation. (Meeting minimum qualifications of the position does not qualify for this advancement.)

5.4 Performance Evaluation. Employees shall receive at least one (1) performance evaluation per year. Said performance evaluation shall be prepared and discussed with the employee during the months of August or September, and a merit pay increase granted in connection with said performance evaluation, if any, shall become effective on October 1. 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.

5.5 Longevity. The District shall provide a longevity bonus as follows: Upon the completion of five (5), ten (10), fifteen (15), twenty (20), twenty-five (25), and thirty (30) years of continuous service with the District, employees shall receive a salary increase equivalent to two and one-half percent (2-1/2%) of the employee's existing wage rate, as set forth in Exhibit "A," attached hereto. This bonus shall be paid in addition to any other wage increase to which the employee may be entitled to under this Memorandum of Understanding. Employees hired after June 30, 2004, shall not be eligible for a longevity bonus.

5.6 Overtime. Overtime shall consist of hours worked in excess of eight (8) hours per day (nine (9) hours per day in the case of employees assigned to nine (9) hour shifts or ten (10) hours per day in the case of employees assigned to ten (10) hour work shifts) or forty (40) hours per workweek. Overtime shall be paid at time and one-half the employee's regular rate of pay; provided, however, hours worked in excess of fourteen (14) hours per day shall be paid at double the employee's regular rate of pay. A "day" for overtime calculation begins at the start of the employee's work shift and ends twenty-four (24) hours later. There shall be no duplication or pyramiding of overtime premiums for the same hours worked. (See Appendix E for special rules regarding water operators.)

5.7 Compensatory Time Off. Employees who work overtime may elect to receive pay for overtime hours worked or accrue up to one hundred twenty (120) hours of compensatory time off ("CTO") at any time during the year. CTO shall be earned at the rate of: (a) time and one-half for each hour of overtime worked; or (b) double time for each hour of overtime worked beyond fourteen (14) consecutive hours in a day. Hours in excess of one hundred twenty (120) hours must be paid in cash. Employees must designate on their time cards their election to have overtime credited as CTO. Employees must receive prior written approval from the General Manager or designee prior to using CTO.

Employees may convert earned CTO to cash. Employees wishing to convert CTO to cash must notify management in writing by June 1 and/or December 1. Payment shall be made within thirty (30) days.

5.8 Standby Pay. Employees assigned to standby duty shall receive three (3) hours' pay at time and one-half the employee's base rate of pay for each District-recognized holiday, Saturday or Sunday so assigned, and two (2) hours' pay at time and one-half for each Friday or day preceding a District-recognized holiday so assigned. For example, if a District-recognized holiday fell on a Friday and the Employee was assigned to standby duty Thursday night, Friday, Saturday and Sunday, the Employee would receive standby pay of two (2) hours for Thursday, and three (3) hours for Friday, Saturday and Sunday. Employees shall receive time and one-half the employee's base rate of pay for all hours worked while assigned to standby duty. (This section does not apply to water operators. See Appendix E.)

5.9 Out-of-Class Pay. Where the duties performed are not fixed and prescribed for the position or reasonably related to those fixed and prescribed for the position, and where those duties, upon the completion of which, such duties or similar duties will not be extended or needed on a continuing basis, the employee shall be entitled to an upward salary adjustment in an amount which will reasonably reflect the duties which the incumbent performed. The employee shall be entitled to such upward adjustment for the entire period such temporary duties were performed, provided that the assignment was for a period of at least five (5) working days during any fifteen (15) calendar-day

period. It is the intent of this section to permit the District to temporarily work bargaining unit employees outside their normal duties, but in so doing to require that some reasonable additional compensation be provided the employee during such temporary assignment.

ARTICLE VI

Insurance, Bereavement and Sick Leave

6.1

- (a) The District agrees to pay eighty percent (80%) of the premium cost for the employee and the employee's eligible dependents enrolled in the District's medical and dental insurance plan. The employee shall pay the remaining twenty percent (20%) through salary reduction in the District's I.R.C. Section 125 Plan. (The percentage of contributions shall not be renegotiated until July 1, 2010.)
- (b) An employee may elect, in writing, not to participate in the District's medical and dental insurance plan, provided the employee submits written proof of comparable coverage elsewhere. Employees electing not to participate in the District's medical and dental insurance plan pursuant to this section shall be entitled to a monthly payment equal to the amount of the employee-only premium for the Health Net plan or its successor.
- (c) The District agrees to offer employees a triple option health care plan and orthodontic coverage. Notwithstanding the above, the parties agree that District retains the sole right to modify health and dental benefit providers and coverage.
- (d) An Insurance Committee shall be created. The purpose of the Insurance Committee shall be to evaluate such matters as to the quality, cost, and administration of coverage under existing health and dental plans, and to identify, evaluate, and recommend alternative coverages and providers. The Committee shall consist of the General Manager, and an appointee of the General Manager and two (2) employees selected by the Union. The Committee shall be advisory only and shall not constitute a restriction or limitation on the District's sole right to modify health and dental benefit providers and coverage.
- (e) Pursuant to the District's I.R.C. Section 125 plan, a dependent and elder care plan is offered. In addition, employees will be able to purchase up to One hundred thousand dollars (\$100,000) worth of group term life insurance at their own expense through the 125 plan.

6.2 Employees shall earn sick leave at the rate of eight (8) hours for each full month of service. Sick leave shall not accrue beyond nine hundred sixty (960) hours. Employees shall be allowed to utilize accrued sick leave up to the total hours they are scheduled for the day they are sick. Upon approval of the General Manager, sick leave may be used for absences due to birth of an employee's child, family illness, and doctor's appointments, in addition to absences due to the employee's illness or injury.

Employees may convert earned sick leave to cash based upon the following schedule:

After five (5) full years of continuous service: thirty percent (30%) of all earned sick leave over four hundred eighty (480) hours;

After ten (10) full years of continuous service: fifty-five percent (55%) of all earned sick leave over four hundred eighty (480) hours;

After fifteen (15) full years of continuous service: one hundred percent (100%) of all earned sick leave over four hundred eighty (480) hours.

When an employee reaches the maximum accrual of nine hundred sixty (960) hours of sick leave, the District will pay the employee for days that could have been accrued in excess of nine hundred sixty (960) hours, in accordance with the percentages set forth in the foregoing schedule. Said payments shall be made on an annual basis. Any other sick leave conversion made pursuant to this section shall occur annually, unless the employee requests not to receive such payment. Annual payments shall be made on December 5 of the applicable year, and any request to be excluded from sick leave conversion shall be received, on a form provided by the District, on or before November 5 of the applicable year, if it is to be effective.

6.3 Upon termination of employment in good standing, accrued sick leave shall be paid as follows:

Thirty percent (30%) of accrued sick leave after five (5) full years of continuous service;

Fifty-five percent (55%) of accrued sick leave after ten (10) full years of continuous service;

One hundred percent (100%) of accrued sick leave after fifteen (15) full years of continuous service.

6.4 Upon prior written approval from management, sick leave may be used to attend funerals as follows:

Three (3) days to attend a funeral in the Hemet area; or

Five (5) days to attend a funeral outside the Hemet area. Other factors may be considered at the discretion of the management.

Sick leave may only be used under these circumstances for the death of an "immediate family member" (defined as parents, spouse, siblings, children, grandchildren, or a "significant other" living in the same household as the employee).

ARTICLE VII

Release Time

7.1 The District shall provide release time for all Union stewards for the investigation, preparation, and presentation of employee grievances. Release time shall be defined as a reasonable amount of time to be stipulated at the discretion of the District Manager, but not to be limited to a point where no release time is granted. The safety of an employee may be considered a grievance if circumstances warrant.

ARTICLE VIII

Holidays

8.1 The following days shall be recognized by the District as paid employee holidays:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
The Day After Thanksgiving Day
Christmas Day

(This section does not apply to water operators. See, Appendix E.)

8.2 In addition to the holidays set forth in Article 8.1, District employees shall be entitled to two (2) floating holidays each year. Such holidays shall be taken in the year accrued or they shall be forfeited. Floating holidays must be taken in increments of at least four (4) hours and shall be scheduled with the approval of management.

8.3 In the event an employee is required to work on a holiday, the employee shall receive time and one-half for all hours worked plus the employee's regular day's pay, or if so requested by the employee, the employee shall receive time and one-half for all hours worked plus receive another day off, scheduled by mutual agreement between the employee and the employee's supervisor (a "floating holiday").

ARTICLE IX

Vacation

9.1 Vacation leave is accrued at the rate of eighty (80) hours per anniversary year (6.66 hours per month) for the first five (5) years of continuous service. Vacation accrual increases eight (8) hours for each full year of continuous service after five (5) years until completion of ten (10) years of continuous service. After completion of eleven (11) full years of continuous service, vacation leave shall accrue at the rate of one hundred thirty-six (136) hours per year. After completion of twelve (12) full years of continuous service, vacation shall accrue at the rate of one hundred sixty (160) hours per year.

9.2 Regular part-time employees shall accrue vacation benefits on a pro rata basis in accordance with the benefits set forth in 9.1 above.

9.3 Vacation accrual does not vest until completion of the year for which it was earned.

9.4 Vacation leave accumulation carried over from the previous year shall not exceed twenty (20) days.

9.5 Vacation leave shall be scheduled at the District's discretion. If an employee is unable to take vacation due to the needs of the District, the employee shall be paid for any loss of vacation time.

ARTICLE X

Working Conditions and Benefits

10.1 The District shall provide for all employees a definition and clarification of all classifications and the names of those employees who fill those classifications.

10.2 The District shall provide a meal allowance not to exceed ten dollars (\$10.00) per meal for employees of the unit who are required to work overtime past 7:00 p.m., and as otherwise authorized by the General Manager. An employee must provide the District with a receipt for the employee's meal in order to receive the allowance. If, during the course of this Memorandum of Understanding, the District makes arrangements with a local restaurant or restaurants for meals for employees, the employees shall be limited to eating at such restaurant or restaurants.

10.3

- (a) The District shall continue to provide uniform service, and in the same quantity, to those employees working in job classifications receiving uniforms and uniform laundry service on the date of this Memorandum of Understanding. Office employees shall be provided smocks upon request.
- (b) The District agrees to pay field construction employees electing to wear hard-toe safety shoes thirty-five (\$35.00) dollars per year; provided, the employee complies with the following conditions:
 - 1. The employee submits a bona fide receipt showing purchase of a pair of said safety shoes; and,
 - 2. The employee continues to wear said safety shoes at all times when the employee is operating a jackhammer, drill, or hand-held compaction equipment. In the event the employee ceases to wear such shoes, as required, the employee shall no longer be eligible to receive the annual payment.

It is agreed and understood that employees electing not to wear hard-toe safety shoes must use District-provided protective foot coverings when performing the aforementioned types of work.

- (c) The District agrees to reimburse welders for the reasonable expense of prescription safety eye glasses used in the course of employment. In order to obtain reimbursement hereunder, the employee must present a bona fide receipt for the purchase of said prescription safety eye glasses and agrees, in writing, that said

glasses shall be used for District work only. Further, in accordance with the above procedure, the employee may obtain reasonable reimbursement for the purchase of replacement prescription safety eye glasses necessitated by normal wear and tear or a change in optical prescription. The employee shall be responsible for the replacement cost of prescription safety eye glasses necessitated by extraordinary wear and tear or negligence on the part of the employee. In addition, other employees may be reimbursed for safety lenses (not frames) upon prior written approval of management and following the procedures and rules set forth above.

10.4 Employees shall receive an account of all vacation and sick leave accrued by them annually.

10.5 All employees shall be granted time off with pay for court appearances where the employee is subpoenaed as a witness. This section shall not apply to an employee involved in non-District-related litigation or a personal lawsuit, or in a court appearance involving an employee or the employee's family. In order to be granted time off with pay, the employee must submit proof of subpoena to the District.

10.6 Lake Hemet Campground employees shall rotate shifts in an equitable manner.

10.7 Cell Phones:

- (a) The following positions have been identified as critical elements of the District's emergency response network. These employees will be required to purchase a cell phone plan from a District approved service provider that provides coverage within District boundaries. The plans will be in effect prior to the effective date of this policy.
- Water Operators I and II
 - Sr. Water Operator
 - Senior Electrician
 - Electrician (Telemetry Technician)
 - System Inspector/Wastewater Treatment Operators
 - Water Quality Specialist
 - Service Workers, Grade W
 - Construction Services Coordinator
 - Senior Meter Reader
 - Customer Service Officer
 - Human Resources Specialist
 - Purchasing Manager

- (b) Any of the above listed positions may opt for a District-supplied cell phone rather than purchase their own plan. In this case, phone bills will be checked by accounting and any personal calls of any nature will be billed to the cell phone user.
- (c) Cell phones are a requirement for the above positions and must be turned on and operable during the work shift (including standby and overtime). Text messaging must be enabled.
- (d) The District will contribute thirty dollars (\$30) per month to the cell phone plans.
- (e) The District will verify on a regular basis that the plans are current and in effect.
- (f) Primary and standby leak duty personnel will be issued District cell phones for their leak duty shifts. Phone bills will be checked by accounting and any personal calls of any nature will be billed to the cell phone user.
- (g) Violations of this policy may result in disciplinary action.
- (h) Employees must select a cell phone provider known to provide service in most areas of district.

ARTICLE XI

Leaves of Absences

11.1 An unpaid leave of absence due to illness, injury, or disability may be granted upon presentation of a certificate by the employee's physician stating the necessity for such leave. Such a leave may be extended upon presentation of a certificate by the employee's physician stating the medical necessity for such extension. Such leave, as extended, shall not exceed four (4) months and shall run concurrently with any leaves mandated by law.

11.2 If, for the purposes of this article, an employee has been examined by a physician other than the physician designated by the District, and the District believes that the certification or report of such physician may be inaccurate, it may require the employee requesting the leave of absence, or any extension thereof, to submit to a physical examination by a qualified physician of its choice. In the event of conflicting medical opinions, the District shall have the right to deny any leave of absence or extension thereof.

11.3 The District may approve unpaid leaves of absence for personal reasons for periods not to exceed fifteen (15) days.

11.4 All leaves of absence shall be requested in writing on a form provided by the District.

11.5 Continuous service shall not continue to accrue during an unpaid leave of absence.

11.6 Except as otherwise required by law, the approval of any leave of absence does not constitute a guarantee or assurance that the employee's position, or any other position, will be held open.

However, the District shall make a good faith effort to hold open the position of any employee on an approved leave of absence, pending the employee's return to work from said leave of absence. All leaves of absence are without pay, unless the employee requests or is required to utilize accrued leave. An employee returning from a leave of absence shall be offered the first available vacancy in the employee's former job classification, provided that any refusal of such offer shall terminate the District's obligation under this section. Nothing herein shall require the District to create any new job or displace an existing employee, and the District shall have the right to place such returning employee on a thirty (30) day job evaluation probationary period.

ARTICLE XII

Transfers and Promotions

12.1 Except in job classifications where advancement is automatic on the basis of an employee's improved skills or training, the District shall post a notice of any opportunity for transfer or promotion to another job classification; provided, that the delay in filling a position that would result from the posting of notice of a transfer or promotional opportunity would not create a hardship upon the operation of the District. If the District exercises its right not to post an opportunity for transfer or promotion on the grounds stated in this section, it shall so notify the Union, and give its reason therefor. The District's exercise of this right shall not be arbitrary or capricious. Said posting period shall be three (3) days. Applications submitted pursuant to a posted notice of a transfer or promotional opportunity shall be submitted within three (3) days of the final day of the posting period. Among qualified applicants, the senior applicant possessing the necessary skill and ability shall receive preference for the transfer or promotion. If the qualifications, skills and abilities are relatively equal, then the senior applicant shall receive the promotion or transfer. This determination shall be based on the applicant's prior job performance, the interviews, testing and any other relevant factors. Only applicants who pass an initial paper screening will be granted an interview.

12.2 An employee transferred or promoted pursuant to this article, and who successfully satisfied the probationary period for such transfer or promotion, shall not suffer a reduction in pay as a result of said transfer or promotion if the employee is being transferred or promoted to a job classification with a wage range, as set forth in Appendix "A," attached hereto, that is equivalent or superior to the range applicable to the job classification from which the employee is transferred or promoted.

12.3 If an employee that is transferred or promoted pursuant to this article does not, in the District's judgment, perform satisfactorily, the employee may be returned within three (3) months from the effective date of the transfer or promotion to the employee's former classification at the employee's former rate, provided a current opening exists in the employee's former job classification. Nothing herein shall require the District to create any new job or displace an existing employee, and the District shall have the right to assign an employee returned under this section to a lower job classification, or if no such job in a lower classification is available, lay off said employee until an opening in said employee's former job classification is available. Such return shall be with full seniority in the employee's former classification.

ARTICLE XIII

Layoff

13.1 For purposes of layoff, seniority shall mean an employee's continuous employment with the District, less any unpaid leaves of absence from work. Unpaid leaves of absence from work shall mean periods during which the employee is absent from work and does not receive any compensation from the District.

Under this section, seniority shall be lost upon:

- Resignation;
- Retirement;
- Discharge;
- Failure to return from a layoff within forty-eight (48) hours after being notified to return by certified or registered mail, addressed to the employee at the employee's last address on file with the District Personnel Department;
- Layoff for twenty-four (24) consecutive months;
- Failure to report for work upon the expiration of a leave of absence, unless such absence is authorized;
- If absent from work, failure to contact the District within three (3) working days regarding the reason for such absence.

13.2 The District shall determine if and when a layoff shall occur. Layoff shall be accomplished within each job classification in the following manner:

- Temporary employees shall be laid off first, in order of seniority, beginning with the employee with the least seniority;
- Probationary employees shall be laid off next, in order of seniority, beginning with the employee with the least seniority;
- If no temporary or probationary employees remain in a job classification affected by a layoff, the remaining employees in the classification shall be laid off in order of seniority, provided skill and ability are equal, with the least senior employee being laid off first;
- The District may designate employees as exempt from these provisions, and retain them without regard to seniority, if it determines that such action is necessary for the efficient operation of the District.

13.3 When the District determines that a layoff is necessary, it shall give notice to any employee affected thereby as soon as it is reasonably possible, but in no event shall the District be required to give such notice more than fourteen (14) days prior to the planned effective date of the layoff.

13.4 Employees shall be recalled from layoff in inverse order of the layoff, provided skill and ability are equal. The District may recall an employee without regard to seniority if it determines that such action is necessary for the efficient operation of the District.

13.5 Employees shall not accrue seniority or employee benefits during a layoff; however, an employee shall not lose seniority and employee benefits accrued to the date of layoff, provided the employee is recalled within twenty-four (24) months after the date of layoff.

ARTICLE XIV

Employee Safety

14.1 The District shall add one (1) unit employee, to be selected by the Union, to serve on the District's Safety Committee. The Safety Committee shall meet at least quarterly, and its responsibility shall be to recommend, on an advisory basis, a program designed to motivate good safety habits among employees.

14.2 If an employee reasonably believes that a work assignment constitutes a serious, life-endangering threat to the employee's health and safety, the employee should call the circumstances constituting such threat to the employee's supervisor immediately. If after discussing the circumstances with the employee's supervisor, the employee reasonably maintains that such threat to health and safety remains, the employee shall seek the intervention of the District's General Manager, or designee, to determine the course of action to be followed. The decision of the General Manager, or designee, shall be final and binding.

14.3 The District shall provide a safety incentive bonus as follows:

For purposes of determining the safety incentive bonus, bargaining unit and non-bargaining unit employees will be divided into the following "work units" as further defined in Appendix B:

1. Campground crew/rangers
2. Campground office crew
3. Construction work force, Service workers, Grade IV.
4. Domestic/irrigation/electrical/water quality; Mechanics
5. Human Resources Specialist; Clerical - main office
6. Meter/sewer department
7. Construction manager, construction service coordinator, purchasing/warehouse, engineering and customer service officer

All employees shall be entitled to a twenty five dollar (\$25.00) bonus if there are no work-related accidents or injuries within their respective "work units" within a three (3) month period.

ARTICLE XV

Deferred Compensation Plan

15.1 The District agrees to the establishment of a deferred compensation plan which will be administered by the District.

ARTICLE XVI

Maintenance of Benefits

16.1 It is agreed that all wages, benefits, and conditions of employment set forth in this Memorandum of Understanding shall remain unaffected and in full force for the life of said Memorandum, unless mutually changed, in writing, by the parties after meeting and conferring.

ARTICLE XVII

Union Meetings

17.1 Once a month, office employees shall be allowed to begin their shifts one (1) hour earlier to attend Union meetings that afternoon, provided a one-week advance written notice is submitted to the General Manager and approval is granted.

ARTICLE XVIII

Savings Clause

18.1 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 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.

18.2 Notwithstanding Article 18.1, 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 XIX

Duration

19.1 In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, during the period from March 1, 2010 to March 31, 2010, 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 no later than April 15, 2010. If neither party provides such notice and proposals within this period, the Memorandum of Understanding shall be extended for an additional term.

ARTICLE XX

Employees' Use of Campground

[THIS ARTICLE WILL BE SUPERSEDED BY SIDE LETTER OF AGREEMENT #1 UPON THE DISTRICT ENTERING INTO AN AGREEMENT WITH A CONCESSIONAIRE FOR THE CAMPGROUND.]

20.1 All employees, including retired employees and their "immediate family," are welcome as guests of the District and are subject to all rules and regulations of the campground except as explicitly set forth herein.

"Immediate family" is defined as a relative living in the same household as the employee.

Regular entrance forms must be completed upon entry and will be marked "GUEST." All employees, including retired employees and their immediate family, will not be charged.

20.2 Employees and their immediate family may bring other guests into the campground without charge when the employee or a member of the immediate family is camping with the guest.

20.3 If an employee allows a guest to use the employee's campsite, and neither the employee nor a member of the employee's immediate family is present the guest will be charged as follows:

The daily rate per person. No charge for the entry vehicle.

Dogs.

Private boats, etc.

20.4 Employees, other than campground employees, are not allowed to live in the campground, full-time, under guest conditions.

Campground employees electing to live full-time in the campground shall be "on call" while on the campground. As consideration for being on call, such campground employees will not be charged for their campground rent, sewer fee or the first one hundred dollars (\$100.00) month of their electric bill.

Until June 30, 2005, non-campground employees, who were employed with the District prior to July 1, 2000, will be charged ten dollars (\$10.00) per month trailer rental space for recreational use, subject to availability as determined in the sole discretion of the General Manager or his/her designee and shall receive a free sewer hookup. On July 1, 2005, all retirees and employees not permanently assigned to the campground shall be required to pay the normal fees charged by the

District for sewer hookup and campground rent. Non-campground employees are not allowed to use the campground as a residence, unless they pay the normal fees.

All non-campground employees hired after July 1, 2000, are not eligible for reduced rent or free sewer hookups at the campground.

20.5 The following fees apply for all other circumstances:

Boats - SUBJECT TO AVAILABILITY, employees may use campground boats. A five dollar (\$5.00) fee per day will be charged for MOTORBOATS to cover gasoline, oil and upkeep. A two dollar (\$2.00) fee per day will be charged for all other boats.

Electricity - Employees will be charged on electricity used as determined by meter reading or daily rates, whichever shall apply.

20.6 All employees using the campground are subject to call, while in the campground, for emergencies. In consideration for being on call, employees may use the campground without paying the day use fee.

ARTICLE XXI

Discipline Policy

21.1 Progressive discipline steps include:

- Counseling;
- Oral reprimand;
- Written reprimand;
- Suspension;
- Demotion; and
- Discharge or resignation.

21.2 There are some offenses so great that management should move immediately for dismissal. The proven commission of a serious crime affecting the employee's ability to do the job is one example. A second example is the theft of the employer's equipment or goods. A third might be a physical assault upon a supervisor or other employee.

21.3 Other types of serious misconduct may justify a suspension or demotion in the first instance. However, only a small percentage of dismissals arise from an accumulation of lesser deficiencies over a fairly long period of time. It is minimizing and correcting these lesser deficiencies that will lead the supervisor to implement progressive discipline. The major purpose of any system of discipline is to change the behavior of the disciplined from unacceptable to acceptable.

21.4 An employee shall have the right to appeal any “major disciplinary action,” which shall consist of suspension of five (5) or more days, a demotion, or a discharge. Prior to imposing major disciplinary actions, the employee shall be provided with a written notice outlining the charges against the employee and the documentation relied upon which supports the charges. The employee shall also be given an opportunity to respond orally or in writing to the General Manager prior to the imposition of the discipline. Following this opportunity, the employee shall be issued a Notice of Disciplinary Action outlining the General Manager’s final decision.

21.5 The General Manager’s decision shall be final, unless the employee files a request for appeal. Requests for appeal must be made in writing and signed by the employee and submitted to the General Manager within fourteen (14) calendar days from the date of the notice of disciplinary action. The request for appeal must explain why the disciplinary action should either be rescinded or modified, and include information the employee believes relevant to the matter at hand.

21.6 Within a reasonable time following receipt of the employee’s written request, an appeal hearing will be scheduled with the District Board of Directors. During the appeal hearing, the employee shall have the right to be represented by a person of the employee’s choice, provided the person is not another employee also subject to discipline in the same matter. The decision of the Board of Directors shall be final and binding.

21.7 Minor disciplinary actions, such as suspensions of less than five (5) days and written reprimands, are not subject to the District’s formal disciplinary appeal process. Employees subject to suspensions of less than five (5) days will be provided notice of their opportunity to respond either orally or in writing to the General Manager during the suspension or within a reasonable time thereafter. The General Manager’s decision shall be final and binding, unless changed through the grievance procedure.

ARTICLE XXII

Grievance Procedure

22.1 Definition. Under this grievance procedure, employees may file a grievance alleging that a District rule or provision of the MOU has been violated or contesting minor disciplinary actions, such as short-term suspensions (less than five (5) days) and written reprimands. Major disciplinary actions, such as demotions which result in a loss of pay, long-term suspensions (greater than four (4) days), and discharge, are not subject to these grievance procedures. Rather, they shall be processed pursuant to the District’s disciplinary procedures.

22.2 Form. A grievance under this procedure must be in writing and indicate the date of the grievance, the name of the aggrieved employee, the nature of the complaint (including the rule or contract provision alleged to have been violated), the name of any representative selected to represent the employee at Step One, and the remedy requested.

22.3 Step One. Within fourteen (14) days from the date of the incident or occurrence giving rise to the grievance, or from the date such employee became aware or could have reasonably been

expected to have become aware of such act or occurrence and before proceeding to the formal grievance procedure, an employee shall discuss their grievance with the immediate supervisor in private and attempt to work out a satisfactory solution. If the employee and the supervisor cannot work out a satisfactory solution, the employee may then proceed to a formal grievance as set forth in Section 22.4.

22.4 Step Two. A grievance under this procedure must be filed in writing within fourteen (14) calendar days from the informal meeting with the immediate supervisor. The grievance must initially be presented to the employee's immediate supervisor, who shall then schedule a meeting with the employee. The employee may be represented at this step by one of two individuals appointed by the Union and employed by the District. The District shall be represented at this step by the employee's supervisor. The employee's immediate supervisor shall have fourteen (14) calendar days to schedule an informal meeting and respond to the grievance in writing. Any resolution of the grievance at this stage shall be without prejudice to any position maintained by either party.

22.5 Step Three. If the parties are unable to resolve the grievance at Step Two of this procedure and in the event the employee does not wish to accept the determination set forth by the employee's immediate supervisor, the grievance must be presented to the District's General Manager, or designee, at Step Three within fourteen (14) days following the employee's receipt of the immediate supervisor's response to the grievance at Step Two or, in the event the immediate supervisor fails to respond to the grievance at Step Two, within fourteen (14) days of the last day the immediate supervisor could have responded. The General Manager, or designee, shall have fourteen (14) days to schedule a meeting between the parties, wherein the parties shall discuss the grievance and endeavor to resolve the issues. Thereafter, the General Manager, or designee, shall have fourteen (14) days to respond in writing to the grievance.

22.6 Mediation. Within thirty (30) days following issuance of the General Manager's response or, in the event the General Manager fails to respond to the grievance at Step Three, within thirty (30) days of the last day the General Manager could have responded, the Union may appeal the grievance to the California State Mediation and Conciliation Service, for a nonbinding determination on the issues.

22.7 Timelines. The failure of the employee to follow the timelines for filing a grievance and advancing it to the next level are jurisdictional and shall constitute a waiver of the right to proceed with the grievance. If the immediate supervisor or General Manager fails to respond to a grievance within the timelines stated above, the grievance is deemed denied on the date due and the Union may advance the grievance to the next level. Any extensions of timelines must be in writing and signed by both the employee and the District representative.

ARTICLE XXIII

Contracting Out

23.1 Except for the Campground operations, during the term of this MOU, the District will not contract out work routinely and customarily performed by bargaining unit employees in a manner that results in the layoff of bargaining unit employees.

ARTICLE XXIV

Retirement Benefits

24.1 Two Percent (2%) at 55 Defined Benefit Plan. The District has contracted with the Public Employees Retirement System ("PERS") for a two percent (2%) at 55 Defined Benefit Plan. Effective July 1, 2006, the District will pay the full seven percent (7%) "employee's share."

24.2 Retiree Medical Benefit. The District will continue to provide contributions to retirees' health insurance premiums as required by PERS health care rules so long as it stays within that program. The District will also contribute fifty dollars (\$50.00) per month towards District retirees' health insurance premiums for those District employees who retire with ten (10) years of service and are taking District medical insurance at the time of retirement. This amount will be in addition to the amount required to be paid for District retirees pursuant to PERS health care rules and will continue until the earlier of the death of the retiree or the retiree ceasing to be covered under the District's medical plan.

ARTICLE XXV

No Strikes

25.1 No Strikes. Apart from and in addition to existing legal restrictions upon and remedies for work stoppages, the Union 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; 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, the Union and its officers will take all steps reasonably within their control to end or avert the same.

Those represented by the Union 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 Union found in violation of this provision will be subject to discipline, including termination as determined by the District Employee Relations Officer, according to personnel rules and regulations.

[Signatures Follow on the Next Page]

For Lake Hemet Municipal Water District

For Union
Authorized Local 721
Representative

Thomas W. Wagoner

Cal Hackler

Thomas Wagoner
General Manager

Cal Hackler, Staff Representative

6/02/2009

May 26, 2009

Date

Date

Mike Booth

Mike Booth, Bargaining Team Member

Steve Gates

Steve Gates, Bargaining Team Member

6-3-2009

Date

Ken Squires

Ken Squires Bargaining Team Member

6-4-2009

Date

For Union (Cont'd)

APPENDIX "A"

WAGES – Steps 1 - 7

FINAL 5/20/09			
Prior Class	Class	Grade	Base Salary Range
Asst. Campground Manager	Asst. Campground Manager	11.0	3695 - 4484
Asst. Meter Foreman	Service Worker III	12.0	3896 - 4737
Bookkeeper I	Accounting Technician	12.0	3896 - 4737
	Buyer	13.5	4228 - 5138
Campground Mtnc Wrkr	Campground Maintenance Worker II	9.0	3322 - 4038
Campground Mtnc Wrkr	Campground Maintenance Worker II	9.0	3322 - 4038
Clerk I (Billing)	Customer Service Representative II	8.5	3235 - 3933
Clerk I (Front Desk)	Customer Service Representative I	6.5	2912 - 3544
Clerk I (Warehouse)	Storekeeper	10.5	3595 - 4370
Clerk II (Account Clerk)	Customer Service Rep II	8.5	3235 - 3933
Clerk II (Sr. Billing Clerk)	Customer Service Rep II	8.5	3235 - 3933
Const. Superintendent	Service Worker IV	13.5	4228 - 5138
District Electrician	Senior Electrician	17.5	5294 - 6429
Electrician Assistant II	Electrician Assistant II	13.5	4228 - 5138
Electrician Assistant II	Electrician	15.0	4593 - 5585
Engineering Technician I	Service Worker II	10.0	3499 - 4258
Engineering Technician I	Service Worker II	10.0	3499 - 4258
Engineering Technician II	System Inspector/Wstwr Trtmnt Operator	12.5	4003 - 4867
Engineering Technician II	System Inspector/Wstwr Trtmnt Operator	12.5	4003 - 4867
Engineering Technician II	Engineering Technician	11.5	3794 - 4611

Gate Cashier	Gate Cashier II	5.0	2705 – 3286
Gate Cashier	Gate Cashier II	5.0	2705 – 3286
Grounds Maintenance Wrkr	Groundskeeper	10.0	3499 – 4258
Laborer	Service Worker I	9.0	3322 – 4038
Laborer	Service Worker I	9.0	3322 – 4038
Laborer	Service Worker I	9.0	3322 – 4038
Laborer	Service Worker I	9.0	3322 – 4038
Laborer	Service Worker I	9.0	3322 – 4038
Laborer	Service Worker I	9.0	3322 – 4038
Leadman	Service Worker IV	13.5	4228 – 5138
Leadman	Service Worker IV	13.5	4228 – 5138
Mechanic	Mechanic	12.0	3896 – 4737
Mechanic (Lead)	Senior Mechanic	14.0	4348 – 5285
Meter Reader I	Meter Reader I	7.5	3071 – 3734
Meter Reader I	Meter Reader I	7.5	3071 – 3734
Meter Reader I	Service Worker I	9.0	3322 – 4038
Meter Foreman	Senior Meter Reader	12.5	4003 – 4867
Purchasing Agent	Purchasing Manager	16.5	4998 – 6076
Senior Water Operator	Senior Water Operator	18.5	5601 – 6811
Serviceman I (Equip. Oper.)	Service Worker III	12.0	3896 – 4737
Serviceman I (Welder)	Service Worker II	10.0	3499 – 4258
Serviceman I (Welder)	Service Worker II	10.0	3499 – 4258
Serviceman II	Service Worker III	12.0	3896 – 4737
Serviceman II	Service Worker III	12.0	3896 – 4737
Serviceman II	Service Worker III	12.0	3896 – 4737
Serviceman II (Welder)	Service Worker II	10.0	3499 – 4258
Serviceman II	Service Worker III	12.0	3896 – 4737
Serviceman II	Service Worker III	12.0	3896 – 4737

Serviceman II	Service Worker III	12.0	3896 – 4737 –
Special Sys Coordinator	Construction Services Coordinator	15.0	4593 – 5585
Water Master	Water Operator II	13.0	4116 – 5001 –
Water Operator I	Water Operator II	13.0	4116 – 5001 –
Water Operator I	Water Operator I	12.0	3896 – 4737 –
Water Operator I (GV)	Water Operator I	11.5	3794 – 4611 –
Water Operator I (GV)	Water Operator I	11.5	3794 – 4611 –
Water Quality Technician	Water Quality Specialist	15.0	4593 – 5585 –
Zanjero	Water Operator II	13.0	4116 – 5001 –

APPENDIX "B"

SAFETY INCENTIVE WORK UNITS

- A. CAMPGROUND MAINTENANCE WORKERS
- B. CAMPGROUND MANAGERS, CAMPGROUND GATE CASHIERS
- C. CONSTRUCTION WORK FORCE: SERVICE WORKERS IV, SERVICE WORKERS I, SERVICE WORKERS II AND SERVICE WORKERS III
- D. SR. WATER OPERATOR, WATER OPERATORS I/II, WATER QUALITY SPECIALIST, GROUNDSKEEPER, SR. ELECTRICIAN, ELECTRICIAN, ELECTRICIAN ASSISTANT, SENIOR MECHANIC, MECHANIC
- E. DIRECTOR - ADMINISTRATION, DISTRICT SECRETARY, CUSTOMER SERVICE REPRESENTATIVES I/II, ACCTG/BUDGET SPECIALIST, ACCOUNTING TECHNICIAN, ADMINISTRATIVE ASSISTANT, HUMAN RESOURCES SPECIALIST
- F. METER CREW: SR., METER READER, METER READERS I, SERVICE WORKER III, SERVICE WORKER I. SEWER CREW: SYSTEM INSPECTOR/WASTEWATER OPERATORS, SERVICE WORKERS II
- G. CONSTRUCTION MANAGER, ENGINEERING TECHNICIAN, PURCHASING MANAGER, STOREKEEPER, CONSTRUCTION SERVICE COORDINATOR, CUSTOMER SERVICE OFFICER; BUYER

APPENDIX "C"

TUITION REIMBURSEMENT LOAN PROGRAM

TUITION REIMBURSEMENT

ANY EMPLOYEE WITH SIX (6) MONTHS OF SERVICE IS ELIGIBLE TO REQUEST TUITION REIMBURSEMENT. EMPLOYEES RECEIVING G.I. BILL TUITION REIMBURSEMENT OR RECEIVING ANY TYPE OF FEDERAL OR STATE TUITION AID ARE INELIGIBLE FOR THE DISTRICT TUITION REIMBURSEMENT. TUITION REIMBURSEMENT IS TO BE USED TO CONTINUE AN EMPLOYEE'S FORMAL EDUCATION OR TAKE COLLEGE OR SPECIAL TRAINING COURSES THAT WILL BETTER ENABLE THEM TO PERFORM THEIR PRESENT DUTIES AND/OR PREPARE FOR ADVANCEMENT. UPON APPROVAL BY THE DEPARTMENT HEAD, SUBMITTAL OF PROOF OF A GRADE "C" OR SUCCESSFUL COMPLETION, AND PROOF OF PAYMENT (I.E., COPY OF CANCELED CHECK, CREDIT CARD RECEIPT, SALES RECEIPTS, ETC.), THE EMPLOYEE WILL BE REIMBURSED ONE HUNDRED PERCENT (100%) OF THE TOTAL REGISTRATION, TUITION, BOOKS, AND LAB FEES UP TO A MAXIMUM OF TWO THOUSAND DOLLARS (\$2,000) PER CALENDAR YEAR. (DEPARTMENT HEADS WILL NOT DENY REQUESTS TO OBTAIN CERTIFICATION FOR WATER DISTRIBUTION OR WATER TREATMENT, WHEN THE EMPLOYEE IS REQUESTING AUTHORIZATION TO OBTAIN ONE GRADE LEVEL HIGHER THAN REQUIRED BY THE EMPLOYEE'S CURRENT JOB DESCRIPTION. SUCH REQUEST MUST MEET ALL OF THE OTHER REQUIREMENTS AS SET FORTH IN THIS APPENDIX C.) EMPLOYEES MAY BE REIMBURSED UP TO THE CURRENT MAXIMUM FOR ANY CLASSES TAKEN BUT

NOT YET REIMBURSED, IF SUBMITTED WITHIN NINETY (90) DAYS FROM DATE OF COMPLETION.

AS A CONDITION OF ACCEPTING REIMBURSEMENT, AN EMPLOYEE AGREES TO CONTINUE EMPLOYMENT WITH THE DISTRICT FOR A MINIMUM OF THREE (3) YEARS AFTER RECEIVING REIMBURSEMENT OR RETURN THE FUNDS TO THE DISTRICT. THE AMOUNT TO BE RETURNED SHALL BE REDUCED BY ONE-THIRD (1/3) OF THE ORIGINAL AMOUNT FOR EACH FULL YEAR OF DISTRICT EMPLOYMENT FOLLOWING REIMBURSEMENT.

COURSES MUST BE RELATED TO THE EMPLOYEE'S WORK OR BE REQUIRED FOR A JOB RELATED DEGREE. CORRESPONDENCE COURSES QUALIFY FOR REIMBURSEMENT IF THEY MEET THE ABOVE CRITERIA. AUTHORIZATION BY THE DISTRICT MUST BE RECEIVED PRIOR TO ENROLLMENT IN ORDER TO BE ELIGIBLE FOR REIMBURSEMENT. REIMBURSEMENT WILL BE MADE ON THE EMPLOYEE'S PAYCHECK WITH APPROPRIATE STATE AND FEDERAL TAXES WITHHELD, IF APPLICABLE, WITHIN IRS/STATE REGULATIONS.

APPENDIX "D"

LICENSE AND CERTIFICATIONS

CERTIFICATION REIMBURSEMENT LOAN

EMPLOYEES OBTAINING OR RENEWING CERTIFICATES OF COMPETENCE IN AN APPROVED (REQUIRED BY THE DISTRICT FOR THE EMPLOYEE'S POSITION) CERTIFICATION PROGRAM ARE ELIGIBLE FOR ONE HUNDRED PERCENT (100%) REIMBURSEMENT OF CERTIFICATION EXPENSES, IF SUBMITTED WITHIN NINETY (90) DAYS OF CERTIFICATION/RENEWAL DATE. THESE EXPENSES ARE LIMITED TO THE CERTIFICATION'S APPLICATION FEE, TESTING FEE AND CERTIFICATE FEE. (EDUCATION FEES WILL CONTINUE TO BE REIMBURSED UNDER THE PROVISIONS OF THE TUITION REIMBURSEMENT LOAN PROGRAM. SEE APPENDIX "C".)

THOSE EMPLOYEES RECEIVING REIMBURSEMENT FUNDS UNDER THE CERTIFICATION REIMBURSEMENT PROGRAM MUST CONTINUE THEIR EMPLOYMENT WITH THE DISTRICT FOR THREE (3) YEARS AFTER RECEIVING FUNDS OR RETURN FUNDS RECEIVED UNDER THIS PROGRAM TO THE DISTRICT. THE LOAN WILL BE REDUCED BY ONE-THIRD (1/3) OF THE ORIGINAL AMOUNT FOR EACH FULL YEAR OF DISTRICT EMPLOYMENT FOLLOWING REIMBURSEMENT. (THERE WILL BE NO PAYMENT REQUIRED FOR EMPLOYEES WHO RETIRE FROM THE DISTRICT (DEFINED AS SUBMITTING FORMAL RETIREMENT DOCUMENTS TO THE DISTRICT AND ITS RETIREMENT PLAN PROVIDER) WITHIN THE THREE YEAR PERIOD.)