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CRESCENTA VALLEY WATER DISTRICT

**MANAGEMENT UNIT TERMS AND CONDITIONS OF
EMPLOYMENT**

July 1, 2014~~6~~ to ~~June 30, 201~~6~~9~~

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ARTICLE 1 – ADMINISTRATION

SECTION 1.1 -- PREAMBLE

- A. ~~This Memorandum of Understanding (“MOU”) constitutes an agreement between the Crescenta Valley Water District, hereinafter referred to as “District” and These terms and conditions cover the Crescenta Valley Water District Management Unit, referred to as “Management”.~~

SECTION 1.2 -- ~~TERM~~ EFFECTIVE DATE

- A. ~~This MOU~~ These terms and conditions shall be effective as of July 1, 2014~~6~~, subject to approval by the Board of Directors of the ~~District, and shall remain in full force and effect to and including June 30, 2016~~~~9~~.
- B. ~~The term of this MOU may be extended upon written agreement signed by the parties and approval by the District’s Board of Directors.~~

SECTION 1.3 -- IMPLEMENTATION

- A. ~~It is agreed that the provisions of this MOU are of no force or effect until ratified by Management and duly adopted by the Board of Directors.~~
- B. ~~Once ratified by Management and then adopted by the Board, each provision of this MOU shall become effective on the date set forth in Section 1.3 (Term), unless another implementation date is specified for a particular provision within the MOU.~~

SECTION 1.4 -- RENEGOTIATIONS

- A. ~~In the event either party elects to renegotiate a successor MOU, then within 120 to 60 days prior to the expiration of this MOU, such party shall serve upon the other its written request to commence negotiations, specifying the subjects intended to be raised.~~
- B. ~~Negotiations shall begin no later than thirty (30) days from the date of the first written request. Each party shall submit written proposals no later than the first negotiation session.~~
- C. ~~In the event that neither group has served upon the other a written request to commence negotiations, the current MOU shall continue in full force and effect for one year from the expiration date unless both parties mutually agree to reopen.~~

SECTION 1.5 -- FULL UNDERSTANDING

- A. ~~This MOU 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or existing understanding or agreements by the parties, whether formal or informal, regarding these matters are hereby superseded or terminated in their entirety. However, except as modified herein, existing District provisions, resolutions, policies, general instructions, rules and regulations shall continue in full force and effect.~~
- B. ~~It is agreed and understood that during the term of this MOU, each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other shall not be required to negotiate, with respect to those matters covered herein or raised and discussed by the parties during the negotiation of this MOU.~~
- C. ~~No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by both parties hereto, and if required, approved and implemented by the District’s Board of Directors.~~

SECTION 1.61.3 -- PROVISIONS OF LAW

It is understood and agreed that ~~this Memorandum of Understanding these terms and conditions are is~~ subject to all current and applicable federal and state laws and regulations in addition to District's rules and regulations. ~~The parties agree to abide by all such laws, rules, and regulations.~~

SECTION 1.71.4 -- NON-DISCRIMINATION

There shall be no discrimination on the part of either the District or Management towards any employee on any of the basis forbidden by any state or federal law applicable to the District or Management.

SECTION 1.81.5 -- WATER CODE

Pursuant to the Water Code of the State of California, the District's Board of Directors has vested in the General Manager the power to exercise traditional managerial prerogatives including the hiring, firing, layoff, demotion, discipline, discharge, assignment and transfer of employees at his/her pleasure.

SECTION 1.91.6 -- GENDER

Whenever the masculine or feminine form of any word is used in ~~this MOU~~ these terms and conditions, it also includes the other gender unless the context clearly indicates a contrary intent.

SECTION 1.101.7 – EMPLOYMENT AT WILL

- A. Employment at the District is for no definite period of time and may be terminated at the will of the employee or the District. Employment at will is not modified by length of service with the District and no contract of employment, expressed or implied, will be valid unless in writing, signed by the General Manager and approved by the Board of Directors of the District.
- B. A Management unit employee planning to resign shall give the General Manager written notice of his or her resignation as far in advance of the effective date as possible. The employee's final pay check shall include payment for any earned but unused benefits in accordance with established District policy or Management terms and conditions of employment.

ARTICLE 2 – PAY PRACTICES

SECTION 2.1 -- SALARY RANGE/COST OF LIVING ADJUSTMENTS

A.	<u>Position</u>	<u>Salary Range</u>	<u>Longevity</u>
	Secretary-Treasurer	\$7,811 to \$10,191 \$10,700	
		\$8,945 to \$11,629	\$12,210
	Superintendent	\$6,826 to \$8,832 \$9,064	
		\$6,967 to \$8,811	\$9,251
	District Engineer	\$8,521 to \$11,225 \$11,787	
		\$9,523 to \$12,502	\$13,127
	Program Specialist	\$6,569 to \$7,975 \$8,373	
		\$7,261 to \$9,077	\$9,531
	Information Technology Administrator	\$7,114 to \$8,893 \$9,338	
		\$7,261 to \$9,077	\$9,531

Comment [TL1]: Includes 2.07% COLA effective July 1, 2016

Capital Projects Manager	\$6,685 to \$8,343	\$9,198
	<u>\$6,823 to \$9,026</u>	<u>\$9,477</u>
Accountant	\$5,490 to \$7,247	\$7,609
	<u>\$5,604 to \$7,397</u>	<u>\$7,767</u>

- B. Effective July 1st of 2017~~5~~ and July 1st of 2018 the monthly salary ranges specified in Paragraph A shall be adjusted across-the-board by 90% of the Consumer Price All Items Index for Urban Wage Earners and Clerical Workers (CPI-W) for Los Angeles-Riverside-Orange County for February of that year (published about March 15th) with a floor not to be less than 0.50% and a ceiling not to exceed 5% in each year.

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SECTION 2.2-- PAY DAYS

- A. Designated pay days are the 1st and 16th of each month. Pay periods end on the 10th and 25th of each month. Should a designated pay day fall on a Saturday, checks will be issued on the prior Friday. Should a designated pay day fall on a Sunday, checks will be issued on the subsequent Monday. Should a designated pay day fall on a recognized bank holiday, checks will be issued on the work day preceding the holiday. Advance of paychecks a maximum of 3 days will only be made upon approval of the General Manager.
- B. All employees shall be compensated only by the use of direct deposit. The only exception shall be when setting up a new employee into the payroll system, for a period not to exceed three (3) pay periods, while an employee changes financial institutions, or final (retirement/resignation /terminations) payrolls or payouts of unused accrual balances authorized by the General Manager.
- C. In the event of the death of an employee, any unpaid wages shall be paid to the deceased employee's designated beneficiary.
- D. Employees wishing to have their pay checks released to a friend or a spouse may fill out a release form which can be obtained from and filed with the Secretary-Treasurer.

SECTION 2.3 – EXEMPT STATUS

- A. Management unit positions are exempt under provisions of the Fair Labor Standards Act ("FSLA") and shall not be compensated by overtime wages when required to work in excess of eight (8) hours per day or forty (40) hours per week. Such employees shall not be required to use paid leave benefits when working less than eight (8) hours on any given day.

SECTION 2.4 -- PERFORMANCE EVALUATION

- A. Performance adjustments are normally granted on an annual basis at the discretion of the General Manager and will be based upon job performance, comparable salaries in similar positions within the region, longevity, and cost-of-living indices.
- B. A performance adjustment may be granted following satisfactory completion of six (6) months of employment in his/her position. Thereafter, twelve (12) consecutive months of satisfactory job performance is normally required to qualify for a performance adjustment until the maximum rate within the salary range is reached. Salary adjustments will normally go into effect on July 1.

SECTION 2.5 --- LONGEVITY PAY

- A. In recognition of situations where long-term District Management employees may reach the top of the established salary range for the Management employee's current position, such Management employees will have the opportunity to receive additional pay related to their longevity and

productivity with the District, provided the Management employee has been employed by the District for at least 10 years, and has been at the top of their salary range in the same position for at least one year.

- B.** To be eligible, the employee must receive a productivity appraisal of "Outstanding" or "Exceeds Requirements" for that year by the General Manager. The additional Longevity Pay described below must be earned for each and every year and is not automatically given after the first year in which an employee qualifies. In such circumstances, the General Manager will increase the employee's salary five (5) percent above the established salary range. In no event shall the employee's salary exceed the top step of the salary range as defined in Section 2.1 (Salary Range/ Cost of Living Adjustments) plus five (5) percent.
- C.** In recognition of Management employees who have been employed by the District for 10 years or more, additional vacation time and a gift certificate equal to \$10/year of service will be given only in and for the year it is earned based upon the following formula:

10 years	2 additional vacation days	\$100 gift certificate
15 years	3 additional vacation days	\$150 gift certificate
20 years	4 additional vacation days	\$200 gift certificate
25 years	5 additional vacation days	\$250 gift certificate

ARTICLE 3 -- LEAVE BENEFITS

SECTION 3.1 -- HOLIDAYS

A. Designation

1. All Management shall observe the following paid holidays. To be entitled to pay for a paid holiday, a Management employee must be entitled to full pay for the scheduled working day both before and after said paid holiday.

New Year's Day (January 1)
President's Day (third Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (fourth Thursday in November)
The day after Thanksgiving
Christmas Eve (December 24)
Christmas Day (December 25)
New Year's Eve (December 31)

Three (3) floating holidays per calendar year to be used at the discretion of the Management employee upon prior approval from the General Manager. Management employees are encouraged to use these days as early as possible as they cannot be carried over from one (1) calendar year to the next and may not be available to take during the holiday period depending upon staffing requirements.

2. The floating holiday benefit shall be prorated down to the nearest full hour for new Management employees starting and Management employees leaving the District during the calendar year. In the case of a Management employee leaving the District, the cash

equivalent of used floating holiday hours exceeding the prorated amount at the day of departure will be deducted from the Management employee's final paycheck.

B. Administrative Leave

As management unit employees are exempt from FLSA and are not eligible to receive overtime compensation, they shall be granted a maximum of fifty-six (56) hours paid administrative leave per calendar year for the Secretary-Treasurer and District Engineer.

The Superintendent, Program Specialist, Information Technology Administrator, and Capital Projects Manager shall be granted a maximum of thirty-two (32) hours of paid administrative leave per calendar year.

The use of such leave requires the prior approval of the General Manager. Administrative leave cannot be accrued or carried over and cannot be redeemed for cash.

SECTION 3.2 -- VACATION

A. Definition

1. Management employees whose date of hire is prior to July 1, 1999 shall be entitled to vacation in accordance with the following schedule:

Length of Service	No. of Annual Vacation Hours	Length of Service	No. Annual Vacation Hours
1st Year	80	6th Year	120
2nd Year	88	7th Year	128
3rd Year	96	8th Year	136
4th Year	104	9th Year	144
5th Year	112	10th Year	152
		11th and Succeeding Years	160

2. Management employees whose date of hire is on or after July 1, 1999 shall be entitled to vacation in accordance with the following schedule:

Length of Service	No. of Annual Vacation Hours
1 to 4 years	80
5 to 15 years	120
16 years	128
17 years	136
18 years	144
19 years	152
20 years +	160

3. No Management employee shall be entitled to use any vacation until ~~successful~~ the completion of six (6) months of the probationary period.

4. A Management employee who is on leave of absence without pay in excess of five (5) consecutive full working days shall not receive credit for service while on such leave.
5. A Management employee who terminates their employment and is subsequently rehired shall receive no vacation credit for the prior period of service.

B. Method of Accrual

1. Upon the first day following successful completion of the probationary period, every eligible Management employee of the District shall be entitled to forty (40) hours of vacation.
2. Management employees whose date of hire is prior to July 1, 1999 shall thereafter accrue hours based upon years of service, including the probationary period, as follows:

Length of Service	Semimonthly Accrual	Length of Service	Semimonthly Accrual
1st Year	3.33 Hours	6th Year	5.00 Hours
2nd Year	3.67 Hours	7th Year	5.33 Hours
3rd Year	4.00 Hours	8th Year	5.67 Hours
4th Year	4.33 Hours	9th Year	6.00 Hours
5th Year	4.67 Hours	10th Year	6.33 Hours
		11th and Succeeding Years	6.67 Hours

3. Eligible Management employees whose date of hire is on or after-July 1, 1999 shall accrue hours based upon years of service, including the probationary period as follows:

Length of Service	Semimonthly Accrual
1-4 Years	3.33 Hours
5-15 Years	5.00 Hours
16 Years	5.33 Hours
17 Years	5.67 Hours
18 Years	6.00 Hours
19 Years	6.33 Hours
20 Years	6.67 Hours

C. Accrual During Absence

Absence because of injury or sickness which is covered by accumulated sick leave shall not affect the accrual of vacation described above. Vacation accrual will be prorated during any pay period a Management employee is absent without pay for one (1) or more workdays.

D. Carryover of Accrued Vacation

1. The maximum vacation hours that may be carried over by any Management employee at the end of a calendar year shall be 160 hours.
2. Management employees shall be compensated at their current rate of pay for any unused accrued vacation in excess of the maximum allowable carryover as of the end of the last pay period in each calendar year unless accumulation of vacation leave in excess of the

maximum allowed by any Management employee is approved in writing by the General Manager.

~~2.3.~~ Management employees may be compensated at their current rate of pay for any unused accrued vacation in excess of 80 hours upon written request by the employee, demonstrated financial need and subject to written approval by the General Manager.

E. Effect of Holidays

When an approved holiday falls within a vacation period, an employee on vacation shall be entitled to the paid holiday in addition to his regular vacation.

F. Payment for Unused Vacation Upon Termination

Eligible Management employees terminating employment with the District shall be compensated for unused vacation hours at their then-current rate of pay. When separation is caused by death of a Management employee, payment for unused vacation time shall be made to the Management employee's designated beneficiary.

SECTION 3.3 -- SICK LEAVE

A. Definition

Sick leave is a benefit provided by the District to promote the health and welfare of its Management employees. It is not an earned right to take time off from work. Sick leave is defined as the absence from duty of a Management employee because of a bona fide illness, injury, pregnancy, or to attend to the illness or injury of a family member as hereinafter defined.

B. Method

1. Management employees of the District shall accrue three and two-thirds (3.67) hours of sick leave with pay per pay period. The General Manager may grant up to three (3) days of advance sick leave if the Management employee does not have enough accrued leave to cover an absence due to illness.
2. A Management employee shall not accrue sick leave credit during any pay period in which he is absent without pay for more than three (3) full working days. In the event an Management employee is required to work part-time by direction of his physician and the District agrees to return him to work on that basis, sick leave credit shall be prorated, except that sick leave shall continue to accrue if a Management employee is absent due to an injury arising out of or in the course of his employment and is entitled to Workers' Compensation benefits.

C. Permissible Uses

Sick leave may be applied only to:

1. Absence due to illness, injury or pregnancy of a Management employee.
2. Absence due to medical and dental office appointments of a Management employee when approved in advance by the General Manager.
3. Absence not to exceed 44 hours per calendar year, for immediate family care or parental leave. For purposes of this section, immediate family shall mean father, father-in-law, mother, mother-in-law, brother, sister, husband, wife, child, grandparent, legal guardian, any family member or domestic partner with whom the employee resides.
4. Absence due to a job-related injury. See Section 7.3 (Work-Related Illness or Injury)

D. General Provisions

1. To qualify for sick leave pay, the District must be notified at or in advance of the time the Management employee is scheduled to report for duty.
2. The General Manager is responsible for control of abuse of the sick leave privilege. Management employees may be required, at any time, to furnish a certificate issued by a licensed health care provider, or other satisfactory evidence of incapacity if a pattern of leave abuse is established; however, for absences of five (5) working days or more, a request for leave and a medical certification, on prescribed forms, stating expected date of return must be submitted to the General Manager or Secretary-Treasurer. Upon return to work after such an extended leave, a written doctor's release must be submitted to the General Manager or Secretary-Treasurer.

E. Redemption of Unused Sick Leave

Redemption of accrued sick leave will be by cash payment in the first pay period of each calendar year at the employee's December 31st salary rate.

Three-quarters (3/4) of the prior year's accrued sick leave over a 200 hour qualification level will be paid to the Management employee.

The balance of the previous year's unused sick leave will be added to the Management employee's sick leave account.

The sick leave account may accumulate up to a maximum of 360 hours. Once an employee has reached a maximum of 360 sick leave hours, the cash-in-lieu payment will be for one hundred percent (100%) of the excess annual unused sick leave.

Upon separation from the District, management personnel will be paid for unused sick leave based upon the following:

- 25% of unused sick leave shall be paid at termination
- 50% of unused sick leave shall be paid for persons who resign from the District
- 75% of unused sick leave shall be paid for persons who retire
- 100% of unused sick leave will be paid to the employee's estate if separation is by death.

F. Leave Donation Program

1. The Leave Donation Program is designed to provide a mechanism to assist all employees who have exhausted paid leave due to a serious or catastrophic illness or injury. This program allows employees who accrue leave to donate accrued sick leave hours to a specific employee who has exhausted his/her own available leave balances. To receive leave donations an employee:
 - a. Must have been employed in a regular position for a minimum of six months or in a temporary position for a minimum of 12 months and worked more than 1250 hours in the previous 12 months.
 - b. Must be absent from work due to his/her own illness or injury for more than 20 consecutive work days (as verified by a physician's statement) or be absent from work for more than 20 consecutive days in order to attend to an ill or injured parent (including in-law), grandparent, child, or spouse.
 - c. Must have exhausted all applicable leave balances, including sick leave, however, the General Manager may approve the solicitation/acceptance of leave donations

prior to all balances being exhausted when the physician's statement indicates the probable exhaustion of balances within two pay periods.

2. Donations are voluntary and made from accrued sick leave balances in whole-hour increments, but for a minimum of eight (8) hours.
 - a. The donor must retain at least 80 hours of sick leave in his/her own sick leave account.
 - b. The total donations received into an employee's annual leave balance normally shall not exceed 200 hours unless approved by the General Manager. Such donations shall not be eligible for payout above the maximum annual sick leave accrual or payment on separation under Paragraph E.
 - c. A request for donations shall be made in writing by the receiving employee (or legal representative if the employee is incapacitated) and approved by the General Manager. Upon approval of a request for donations from an employee or his/her guardian if employee is incapacitated, the District shall, at the employee's (or legal representative) request, post a notice of the eligible employee's need for donations on District bulletin boards accessible to employees and/or via e-mail. Confidential medical information shall not be included in the notice.

SECTION 3.4 -- JURY DUTY

- A. Any Management employee called for jury duty shall, on prescribed forms approved by the General Manager, be entitled to his regular pay for those hours of absence due to performance of the jury duty, up to a maximum of ten (10) working days in any two (2) year calendar period, provided that his fees for such service, exclusive of mileage, are remitted to the District.
- B. A Management employee serving jury duty must submit the Notice to Appear and obtain an attendance slip from the court to be submitted to Accounting with his timesheet in order to be eligible for regular pay for those hours of absence due to jury duty.

SECTION 3.5 -- COURT LEAVE

- A. Any Management employee, who is required to attend a court proceeding or administrative hearing in which the District is an interested party will receive leave with pay for the time he is required to be absent from work. Leave with pay will also be provided to any Management employee required to be absent from work by a witness subpoena, excluding defendant, plaintiff, or expert witness appearances.

SECTION 3.6 -- MILITARY LEAVE

- A. A request for military leave shall be made upon prescribed forms approved by the General Manager and shall state the date when it is desired to begin the leave of absence and the date of anticipated return. A copy of orders requiring such military service shall be submitted with the request.
- B. Provisions of the Military and Veterans Code of the State of California, Sections 395-395.5 shall govern military leave, unless the federal Uniformed Service Employment and Reemployment Rights Act ("USERRA") (38 U.S.C. § 4301 et seq.) provides more generous rights. In general, current law provides that an employee having one year or more service with a public entity is entitled to military leave with pay not exceeding thirty (30) days per year if the employee is engaged in military duty ordered for purposes of active military training or encampment. An employee who is required to attend scheduled service drill periods or perform other inactive duty

reserve obligations is entitled to military leave without pay, not exceeding seventeen (17) calendar days per year although the employee may, at his option, elect to use vacation time to attend the scheduled reserve drill periods or to perform other inactive drill period obligations.

SECTION 3.7 -- BEREAVEMENT LEAVE

- A.** Upon request, and with the approval of the General Manager, Management employees, including probationary Management employees, shall receive necessary time off with pay, not to exceed four (4) days in any one instance, to arrange for or attend a funeral of a member of their immediate family.
- B.** For purposes of this section, immediate family shall mean father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, spouse, child, grandchild, grandparent, or spouse's grandparent.

SECTION 3.8 -- LEAVE OF ABSENCE WITHOUT PAY

A. Medical Leave of Absence

- 1. Management employees who have been employed by the District for at least 12 months, and who have actually worked at least 1250 hours of service during the 12 month period who are unable to work because of a serious non-occupational health condition, illness, injury, or disability (except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave), are entitled to an unpaid Medical Leave of absence of up to twelve (12) weeks during a twelve (12) month period. A doctor's medical statement confirming the health condition, illness, injury, or disability and stating the expected date of return shall be submitted with the request for Medical Leave. The District may require a written doctor's release upon return to work if the leave of absence is less than thirty (30) calendar days provided the District notifies the employee at least five (5) working days prior to his expected date of return. However, if the leave of absence extends beyond thirty (30) calendar days, a written doctor's release must be submitted to the General Manager upon return to work.
- 2. Management employees must utilize all accrued sick leave before unpaid Medical Leave commences.
- 3. Management employees on Medical Leave shall be entitled to up to twelve (12) weeks of continued coverage under the District's group health insurance, to the same extent as though the Management employee had continued working.

B. Family Leave of Absence

- 1. Management employees who have been employed by the District for at least 12 months, and who have actually worked at least 1250 hours of service during the 12 month period are entitled to a Family Leave of absence of up to twelve (12) weeks during a twelve (12) month period to accommodate the Management employee's pregnancy or childbirth, caring for a newborn child, for the placement for adoption or foster care and care for the newly placed child, or for caring for a family member (including a domestic partner) with a serious health condition, or because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a U.S. National Guard or Reserve member on active duty (or has been notified of an impending call or order to active duty status) in support of a contingency operation.
- 2. Employees who have been employed by the District for at least 12 months, and who have actually worked at least 1250 hours of service during the 12 month period are entitled to an

unpaid Family Leave (FMLA Leave) to care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember.

a. An employee's entitlement under this section is limited to a total of twenty-six (26) workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness. The "single 12-month period" in which the 26-weeks-of-leave-entitlement described in this begins on the first day an employee takes leave to care for the covered servicemember.

b. During the "single 12-month period" described above, an employee's Family leave entitlement is limited to a combined total of twenty-six (26) weeks of Family leave for any qualifying reason.

3. The District may require certification, on a periodic basis, of the Management employee's or family member's health condition by their physician or confirmation of the legal or administrative proceedings relative to adoption or foster care placement.
4. Sick leave accruals may be applied to absence(s), not to exceed forty-four (44) hours per calendar year, for Family Leave. For purposes of this section, family shall be defined as father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandparent, legal guardian, any family member or domestic partner with whom the employee resides. Child is defined as biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis who is under 18 years of age or an adult dependent child.
5. Management employees must utilize all accrued vacation time before unpaid Family Leave commences.
6. Management employees on Family Leave shall be entitled to up to twelve weeks of continued coverage under the District's group health insurance, to the same extent as though the Management employee had continued working.
7. In instances where both spouses are employed by the District, a combined total of six (6) months leave may be used for Family Leave.

C. Personal Leave of Absence

Any Management employee may be granted a Personal Leave of absence to attend to personal matters when the General Manager, in his sole discretion, determines that an extended leave of absence is appropriate. Management employees must utilize all accrued vacation time before unpaid Personal Leave commences.

D. General Provisions

1. Where foreseeable, the Management employee shall request unpaid leave at least thirty (30) days before the leave of absence is to commence.
2. An approved leave of absence may be extended upon request by the Management employee and approval by the General Manager. Such extension request should be made at least two (2) weeks prior to the expiration of the original leave and is subject to the same terms as the original leave.
3. If a Management employee is involuntarily terminated, or terminated because he did not return to work at the end of an approved leave, and then is rehired within one year, the District will bridge the service date so that the Management employee may receive credit for previous service for all purposes under [this MOU](#) [these terms and conditions](#), excluding

CalPERS retirement, unless otherwise specified herein. Vesting and reinstatement of benefits will be in accordance with the provisions of the District's retirement plans.

SECTION 3.9 -- UNSCHEDULED PERSONAL LEAVE

- A.** A Management employee is entitled to sixteen (16) hours of Unscheduled Personal Leave (UPL) per calendar year. Such leave may be taken for any non-medical personal reason which actually prevents the employee from coming to or remaining at work.
- B.** UPL is subject to approval by the General Manager. Request or notification shall be made on or before the same business day as the emergency circumstances requiring the UPL.
- C.** As soon as possible, a request for UPL on prescribed forms must be submitted to the General Manager or Secretary-Treasurer. Approved UPL shall be charged against an employee's personal holiday allowance under Section 3.1 or vacation under Section 3.2. If no such allowance remains at the time of the UPL, then the leave shall be without pay.

ARTICLE 4 -- INSURANCE BENEFITS

SECTION 4.1 -- MEDICAL

A. Coverage for Management Employees (Date of Hire prior to July 1, 2011)

Medical/hospitalization insurance is provided for all full-time Management employees upon completion of 60 days of employment. Cost of coverage for the Management employee and either one eligible dependent or spouse is paid by the District. A Management employee may opt for any medical plan ACWA offers; however, District payment shall not exceed the premium of ACWA's HBA Blue Cross-California Care HMO Plan. Coverage for a higher-cost plan or additional eligible dependents may be provided at the Management employee's expense. Management employee payment for this coverage shall be made through payroll deductions.

B. Coverage for Management Employees (Date of Hire after July 1, 2011)

Medical/hospitalization insurance is provided for all full-time Management employees upon completion of 60 days of employment. Cost of coverage for the Management employee and either one eligible dependent or spouse is paid by the District. A Management employee may opt for any medical plan ACWA offers; however, District payment shall not exceed the premium of ACWA's Kaiser HMO Plan. Coverage for a higher-cost plan or additional eligible dependents may be provided at the Management employee's expense. Management employee payment for this coverage shall be made through payroll deductions.

C. Coverage for Retirees (Date of Hire Prior to July 1, 2008)

1. The District pays the cost to continue current medical/hospitalization insurance coverage for a retired Management employee and eligible spouse (but not other dependents) whose date of hire is prior to July 1, 2008 and whose date of retirement occurs during the period ~~this MOU~~ these terms and conditions is-are in effect, at the same level described in Section 4.1(A) above for Management employees. Coverage will be maintained under its group benefit agreement until the retiree elects to discontinue coverage.
2. In order to qualify for the medical/hospitalization retirement coverage herein described, a Management employee must be at least 55 years of age and must have been employed by the District for minimum of ten (10) consecutive years at the date of retirement. Retirees wishing to obtain coverage for their eligible dependents shall be required to pay the full yearly premium cost to the District, for each year continued coverage is desired, at a time specified by the District.

3. This policy shall conform to all Federal and State laws that may pertain to providing or continuing health insurance coverage. Furthermore, all provisions and definitions contained in this policy shall be in accordance with the District's Group Health Insurance Benefit Policy in effect at the time.

D. Coverage for Retirees (Date of Hire on or after July 1, 2008)

1. For Management employees whose date of hire is on or after July 1, 2008, the District will pay the cost to continue current medical/hospitalization insurance coverage for a retired employee and eligible spouse at the same level described in Section 4.1(A) or Section 4.1(B) as applicable for Management employees, if the Management employee has completed twenty (20) years of cumulative service with the District. For such Management employees retiring with less than twenty (20) years of cumulative service, the District will pay only a percentage of the cost to continue current medical/hospitalization insurance coverage for the retired Management employee and eligible spouse (but no other dependents) based on the number of years of cumulative service with the District, as follows:

<u>Cumulative Years of Service</u>	<u>Percentage of Cost Paid by District</u>
10 years	50%
11 years	55%
12 years	60%
13 years	65%
14 years	70%
15 years	75%
16 years	80%
17 years	85%
18 years	90%
19 years	95%
20 years	100%

The retired Management employee or eligible spouse as the case may be, shall be solely responsible for payment of the remaining cost to continue the medical/hospitalization insurance coverage. Such coverage will be maintained under the District's group benefit agreement until the retiree elects to discontinue coverage or the coverage lapses as provided below.

2. The District shall provide written notice to the retired Management employee, or his or her eligible spouse, of such person's share of the cost to continue the current coverage, which sum shall be paid to the District within fifteen (15) days of the date of the notice. If the retired Management employee or eligible spouse fails to pay the specified amount to the District within the time required, the District shall advance the funds necessary to continue the coverage for up to two (2) months and, every fifteen (15) days during that two (2) month period the District shall provide the retired Management employee or eligible spouse with written notice of the amount(s) advanced by the District and owed by them to the District to continue the full coverage.
3. If the retired Management employee and/or eligible spouse fail to reimburse the District for all sums advanced within the two (2) month period set forth above, the District may allow the coverage to lapse and shall give written notice to the retired Management employee and/or eligible spouse of the lapse of coverage.

4. If the medical/hospitalization coverage lapses due to the retired Management employee's or eligible spouse's failure to pay their percentage share of the cost to continue the coverage, the District shall thereafter pay the amount of money it would otherwise have paid to continue such coverage, to be administered as a health savings account ("HSA") managed and administered by the District for the benefit of the retired employee or eligible spouse during their lifetime. The HSA funds shall be used solely for the payment of medical-related expenses. In addition, the District may withhold from such payments the amount of money advanced by the District on the retired Management employee's or survivor's behalf, to continue the full medical/hospitalization insurance coverage prior to its lapse. After lapse of the coverage, the District's sole and only obligation owing to or for the benefit of the retired Management employee or eligible spouse under this Section 4.1 shall be to deposit the monthly payments into the HSA. The District shall pay any HSA administrative costs not covered by investment growth.

E. Coverage for Survivors

Medical coverage shall be provided for the surviving spouse of a retired Management employee and surviving spouse of an active Management employee who upon death had met the eligibility requirements specified in Sections 4.1 C and 4.1 D, above, on the same basis as provided active employees. In such instances, the District shall pay 100% of the premium for the surviving spouse at the time of retirement or death, respectively.

F. Continuation Coverage

1. Medical, coverage for Management employees and/or their dependents whose coverage would otherwise terminate due to qualifying events as defined by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) including, but not limited to, termination of employment, reduction in working hours, divorce, or overage dependent, are eligible to continue their coverage for a specific period of time at their expense.
2. Under the District's group medical plan, Management employees and dependents that are enrolled in the group plan sponsored by the District are provided with detailed information regarding continuing coverage upon hire. It is the Management employee's responsibility to inform the District of an event that qualifies a dependent for continued coverage.

SECTION 4.2 -- DENTAL AND VISION

A. Management unit employees may opt to receive dental/vision insurance coverage as provided in the Bargaining Unit MOU or participate in the District's medical/dental/vision service reimbursement plan as described in paragraphs a. through i. below.

1. The District provides limited reimbursement of expenses incurred for reasonable diagnostic, preventative, and restorative dental care. Covered dental services are those listed procedures commonly defined by the dental profession as necessary to prevent and eliminate oral disease, and for services required to obtain and maintain reasonable and healthy dental condition and to restore reasonable dental function. Only those services prescribed as necessary by a licensed member of the dental professional ("service provider") are eligible for cost reimbursement.
2. The District provides limited reimbursement of expenses incurred for eye examination, corrective lenses, frames, and professional services rendered in connection with diagnostic, preventive, restorative, and corrective vision care. Only those services prescribed as necessary by a licensed doctor or optometrist ("service provider") are eligible for cost reimbursement. The maximum number of newly prescribed glasses and/or contact lenses

that a Management employee will be reimbursed for during any one year period shall be two pair per eligible covered person. Normal supplies of disposable contact lenses are eligible for reimbursement. Not included in this coverage is replacement of lost or broken eyeglasses/contact lenses.

3. The District provides limited reimbursement of expenses incurred for medical deductibles and co-payments. Only those services prescribed as necessary by a licensed member of the medical profession ("service provider") are eligible for cost reimbursement.
4. Management employees and spouses/dependents are eligible for these benefits. New management employees and spouses/dependents will be eligible for such benefits upon completion of six (6) months of probationary employment. However, the maximum dollar amount reimbursable will be reduced in proportion to the fiscal year remaining after completion of said six (6) months' employment.
5. The District will reimburse the Management employee for eighty percent (80%) of costs incurred by the Management employee, and his or her eligible family members, for reasonable dental and/or vision care services provided and for medical deductibles and co-payments. The dollar amount reimbursable to any employee for costs incurred for services performed during a fiscal year (July 1 through June 30) is Three Thousand Dollars (\$3,000.00). Any unused portion of this amount may be carried over to the succeeding fiscal year such that the dollar amount available during the fiscal year will not exceed a maximum value of Four Thousand Dollars (\$4,000.00). This limit is an aggregate amount that includes reimbursements for the Management employee and his or her eligible family members.
6. The District will honor only those paid medical deductibles and co-payments, dental or vision bills or invoices which are submitted directly to the District by the Management employee with a Request for Reimbursement form. Said bills or invoices should be submitted within thirty (30) days of completion of compensable medical, dental or vision services and must show the name of the service provider, date services were rendered, the extent and nature of services provided, total charges for the service, and the amount paid to the service provider. Upon receipt of a Request for Reimbursement, the General Manager will review the Request, approve or disapprove it, and if approved, will attempt to process reimbursement within twenty (20) days of submittal.
7. When a Management employee has more than one source of benefits for dental or vision payments, combined payments for this and any other dental or vision program will be provided up to but not to exceed one hundred (100%) of charges for actual covered services, in accordance with the combination of benefits provided in the order of benefit determination provision of the other source of dental or vision coverage. In no event shall the amount reimbursed by the District exceed eighty percent (80%) of the total cost of the service rendered.
8. The District will reimburse the Management employee for eighty percent (80%) of reasonable dental and vision fees paid but in no event will the District's payment exceed the fee charged for the maximum limits per employee, as provided under Section 5, above.

9. The date that medical, dental or vision care is rendered determines the fiscal year to be charged for reimbursement accumulation.
10. The Management employee is responsible for direct and total payment of medical deductibles and co-payments and bills for dental and vision care rendered by the service provider. No payments will be made by the District directly to the service provider.

The District will not be liable for any act or omission by a dental or vision care provider, their employees or agents, or any person performing dental or vision services to eligible employees under this policy.

The District shall provide its employees with ACWA's HBA Delta Dental #399 Core Plan B with Child Orthodonture, two (2) party insurance. Additional coverage for dependents shall be by voluntary payroll deduction.

B. Eligibility

Management employees and their eligible dependents will be covered for dental and vision care benefits on the first of the month after completion of two (2) months of employment.

SECTION 4.3 -- LIFE

The District provides all full time Management employees with basic Life Insurance and Accidental Death & Dismemberment Insurance at 100% of annual salary to a maximum of \$150,000.

SECTION 4.4 -- DISABILITY

The District participates in the State Disability Insurance Program. All Management employees are covered under said plan which provides financial assistance in the event of illness or injury that is not work related. Cost for this insurance, which is administered by the State of California, is paid by each employee through required payroll deduction.

SECTION 4.5 -- LONG TERM DISABILITY

The District provides all Management employees with Long Term Disability Insurance subject to the Group Insurance Certificate terms, conditions, and requirements, a copy of which is given to all new employees. Additional copies are available from the Secretary-Treasurer.

SECTION 4.6 -- UNEMPLOYMENT

All Management employees are covered under State Unemployment Insurance at no cost to the Management employee.

ARTICLE 5 -- RETIREMENT BENEFITS

SECTION 5.1 -- SOCIAL SECURITY AND MEDICARE

The District and its Management employees are required to participate in Social Security and in the Medicare portion thereof.

SECTION 5.2 -- PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)

- A. The District is a member Agency of the State of California Public Employees' Retirement System for local miscellaneous employees. A self-explanatory booklet describing the benefits will be

given each new Management employee when hired. All Management employees of the District, who work a minimum of 1,000 hours per year, are members of the Public Employees' Retirement System (PERS). There are currently two levels of benefits available to District employees, depending on the employee's date of hire with the District and his or her status as new member or classic member, as defined by CalPERS and the Public Employees Retirement Law.

B. Employees Hired Before January 1, 2013 or Classic Members

The benefits described in this section 5.2B shall be available to all members hired by the District before January 1, 2013, and to all members who are not a "New Member" as defined by Government Code Section 7522.04(f). The 2% @ 55 benefit formula shall be available to all employees covered by this section 5.2B. As an additional benefit, the District will contribute 7% of the required employee contribution, as defined by PERS regulations, on behalf of each Management employee ("EPMC"). Final compensation for employees covered under this section shall be based on the employee's highest 12 consecutive months of service, as set forth in Government Code Section 20042.

C. Employees Hired on or After January 1, 2013

The benefits described in this section 5.2C shall be available to all members hired by the District on or after January 1, 2013 and who are a "New Member" as defined by Government Code Section 7522.04(f). The 2% @ 60 benefit formula shall be available to all employees covered by this section. Employees covered under this section 5.2C shall contribute 50 percent of the normal costs, as established by CalPERS. The District shall not pay any portion of the required employee contribution. Final compensation for employees covered under this section 5.2C shall be based on the employee's highest 36 consecutive months of pensionable compensation, as set forth in Government Code Section 7522.32.

- D.** Other retirement benefits provided by the District are explained in ~~this MOU~~ [these terms and conditions](#) under the appropriate section for Medical Insurance and Sick Leave.

SECTION 5.3 -- DEFERRED COMPENSATION PLAN

Deferred compensation plans have been adopted and implemented for District Management employees as a means of augmenting the District's retirement plan and increasing retirement benefits. Contributions are on a voluntary basis. Provisions of plans available through providers are explained in detail on brochures and prospectus' available from the Secretary-Treasurer.

ARTICLE 6 – OTHER BENEFITS

SECTION 6.1 -- CREDIT UNION

District Management employees are eligible for membership in the Glendale Area Schools Federal Credit Union.

SECTION 6.2 -- UNIFORMS, TOOLS

Where applicable, uniforms, rain gear, safety gear, and tools are furnished without cost to the Management employee. Upon termination, such furnished clothing and equipment provided the employee must be returned to the District or the cost thereof will be deducted from the employee’s final paycheck or otherwise charged to the employee. In addition, the District shall provide applicable Management employees steel-toed safety shoes as needed at a cost not to exceed \$175 per pair, or repair as needed.

SECTION 6.3 -- EDUCATIONAL ASSISTANCE

A. Employee Eligibility

Management employees may receive reimbursement for eligible education expenses under this Section 6.3. Probationary Management employees may be eligible upon prior written approval by the General Manager.

B. Provisions

1. Eligible courses are those taken for credit and related to the work of the Management employee’s position, occupation, or advancement within the District. This includes courses which are prerequisites for work related courses and those that are required to obtain a degree in a work related field.
2. Eligible courses are those taken at an accredited institution. Correspondence courses from reputable institutions will be considered when equivalent courses are not available at local accredited schools, or when the employee’s circumstances prevent attendance at courses offered locally.
3. Courses shall be taken on Management employee’s time, unless special circumstances warrant otherwise and prior arrangements have been made with and approved by the General Manager.

C. Reimbursement

1. Eligible expenses are tuition, registration, parking, laboratory/material fees and books.
2. Requests for course reimbursement shall be submitted to the General Manager for his approval and should be pertinent to the mission of the District. Reimbursement shall be made to the Management employee upon completion of the course with minimum final grade of "C". For graduate coursework, a grade acceptable for credit to the institution must be earned.
3. The District shall provide 100% reimbursement to Management employees for all eligible expenses for courses required by the District or necessary for the Management employee to meet California Division of Drinking Water Department of Public Health requirements for his or her current job assignment.

Comment [TSB2]: Update

4. The District shall only reimburse Management employees for 50% of eligible expenses each calendar year not to exceed \$3,500 in any calendar year for course not required by the Department of Public Health California Division of Drinking Water.
5. No Management employee will be reimbursed for expenses totaling less than \$5 per semester or quarter, whichever is applicable.
6. Funds received by Management employee from outside sources such as scholarship grants or Veterans Educational Benefits must be applied toward the cost of the course before the District's reimbursement is applied.
7. All funds received by a Management employee under this program within a twelve (12) month period prior to the date of voluntary termination of employment with the District shall be deducted from the employee's final paycheck.

Comment [TSB3]: Update

D. Procedure

1. The Management employee shall fill out an Educational Assistance Request form and submit it to the General Manager for approvals within thirty (30) calendar days after the starting date of the course.
2. Upon satisfactory completion of a course, the Management employee shall submit his or her grade report and evidence of fees paid to the Secretary-Treasurer for authorization of reimbursement.

SECTION 6.4 – MILEAGE REIMBURSEMENT

- A.** The District shall provide a vehicle for the position of Superintendent. Said vehicle shall be used for transportation to and from work, responding to emergencies, and all other District business.
1. Management employees driving District vehicles shall strictly obey all traffic laws.
 2. Management employees at no time shall operate a District vehicle following the consumption of alcoholic beverages.
 3. Violations which result in traffic citations(s) may be cause for disciplinary action.
- B.** The Secretary-Treasurer, District Engineer, Program Specialist, Information Technology Administrator, and Capital Projects Manager are authorized to use their personal vehicles in the course of District business and shall be reimbursed for the operation and maintenance of such and provided that they meet the State of California Financial Responsibility Law at the following rate:

<u>Position</u>	<u>Reimbursement</u>
Secretary-Treasurer	\$300/Mo
District Engineer	\$300/Mo
Program Specialist	\$250/Mo
Information Technology Administrator	\$250/Mo
Capital Projects Manager	\$250/Mo

These reimbursements shall be reviewed annually by the Board or the Employee Relations Committee to see if modifications are necessary.

SECTION 6.5 -- SPECIAL LICENSING COMPENSATION

- A. Any Management employee who obtains a Water Treatment, Water Distribution, and Wastewater Certification, Class A/B Commercial Drivers License, Professional Engineer Registration as required by the District, or any other State issued licensing shall receive a one-time bonus of \$400 for each level of license or certification
- B. All State certification and primary fees and renewal fees will be paid by the District.

SECTION 6.6 -- SEVERANCE PAY

- A. Severance pay will be paid to Management employees if they have worked full-time for at least one (1) year and are terminated because of:
 - 1. A permanent reduction in force (unless the employee refuses a transfer);
 - 2. The elimination of the job or position;
 - 3. Voluntary acceptance of a District-sponsored early retirement program.
- B. When severance pay is granted, eligible Management employees will receive one week's regular straight-time pay for each full year of continuous service. Unless otherwise provided, payment will be made in a lump sum at the time when final termination pay is rendered.

ARTICLE 7 – WORKING CONDITIONS

SECTION 7.1 -- WORKING HOURS

A. Working Hours

The normal work week shall total forty (40) hours. The General Manager will establish work schedules based on District needs. Such work schedules may vary amongst Management employees, based on their work assignments, and may require work on weekends and holidays. If needed, Management employees shall be available for work beyond their scheduled work day or work week upon advance notice from the District.

B. Rest Periods

Management employees are allowed one (1) rest period not exceeding fifteen (15) minutes during each four (4) consecutive hours of work. Rest periods shall be scheduled in accordance with the requirements of the division, but in no case shall rest periods be scheduled within one (1) hour of the beginning or ending of a work shift or lunch period. Rest periods are considered hours worked and Management employees may be required to remain on District premises or at the work site in the event circumstances require the Management employee to return to work.

C. Meal Periods

- 1. Management employees shall be allowed a meal period that is one (1) hour in length. Normally, meal periods are taken at or near the middle to the shift, and are not considered hours worked for pay purposes.
- 2. Meal periods shall be duty free with no restrictions.

SECTION 7.2 -- WORK RELATED ILLNESS OR INJURY

- A. Whenever a Management employee sustains an injury or disability arising out of and in the course of District employment and requires medical care, the Management employee shall obtain treatment according to the provisions of the California Labor Code, Section 4600 et seq. and shall receive compensation for hours not worked while obtaining such medical care. As soon as

practical after a work-related injury, the affected Management employee shall report the incident to the General Manager and fill out an appropriate incident report on a form provided by the District's worker compensation insurance carrier.

- B.** Whenever a Management employee is compelled by direction of his physician to be absent from duty on account of such injury or disability, such Management employee shall be placed on Workers' Compensation leave of absence. The Management employee shall receive full compensation for the first three (3) calendar days following the day of the injury. The Management employee may elect to apply accrued sick leave or vacation, in that order to such absence to receive compensation therefore in an amount equal to the difference between the benefit to which he is entitled under the Workers' Compensation Act and his regular pay, until such accrued leave is exhausted. A Management employee who is receiving Workers' Compensation benefits shall continue to accrue sick leave and vacation.
- C.** Workers' Compensation benefits begin with the fourth full consecutive calendar day of missed work; however, if the absence continues beyond fourteen (14) days, Workers' Compensation will then pay the applicable benefits for the first three (3) days of missed work. When this occurs, an amount equal to the Workers' Compensation benefits received for those three (3) days shall be deducted from future compensation due to that Management employee.
- D.** A Management who is on a Workers' Compensation leave of absence more than sixty (60) days and who is covered by long-term disability insurance when the work related injury or illness occurred, may be eligible for disability benefits. The total compensation to which a Management employee is entitled from Workers' Compensation benefits and long-term disability shall not exceed the Management employee's regular pay.
- E.** Secretary-Treasurer, or his/her delegate, is required to complete prescribed reporting forms whenever a Management employee is injured and/or placed on Workers' Compensation leave of absence. Management employees may be required to provide the District with information regarding the nature and extent of the injury, and the anticipated return date.
- F. Return to Work**

Subject to the limitations and obligations imposed by law, the decision to return a Management employee to work or place a Management employee back on the job with or without modified work shall be made by the General Manager. The General Manager has the right to fill the position due to business necessity. The General Manager may require a written doctor's release upon return to work if the leave of absence is less than thirty (30) calendar days provided the District notifies the Management employee at least five (5) working days prior to his expected date of return. However, if the leave of absence extends beyond thirty (30) calendar days, a written doctor's release must be submitted to the General Manager upon return to work.

SECTION 7.3 -- HONORARIA

It is the policy of the District that honoraria for presentations accomplished on District time by Management employees shall be paid to and retained by the District.

SECTION 7.4 -- ROYALTIES

It is the policy of the District that royalties for publication of work accomplished on District time by Management employees shall be paid to and retained by the District.

SECTION 7.5-- USE OF COMPUTER SOFTWARE

A. Definition

The District licenses the use of its computer software from a number of outside companies. The District does not own this software or its related documentation, and unless authorized by the software developer ("Owner"), does not have the right to reproduce it. Pursuant to the Copyright Act of the United States and other applicable laws, illegal reproduction of software may be subject to civil and criminal penalties, including fines and imprisonment.

B. Policy

1. Management employees shall not copy or duplicate, or permit anyone else to copy or duplicate, any physical or magnetic version of the computer programs, documentation or information furnished by the District except for purposes of back-up retention and/or maintenance functions as recommended by the District.

Management employees may copy such material for their own use solely in the scope of employment with the District, operation, training and other manuals and materials or portions thereof and only after obtaining authorization from the General Manager. Management employees shall advise the General Manager of the number of copies made and their distribution.
2. Use of such materials furnished by the District to its Management employees, shall be subject to the following restrictions:
 - a. Only authorized Management employees, authorized persons under contract by the District, or authorized persons working under the supervision of Management employees will be permitted to use the materials.
 - b. Materials shall only be used internally for duties relating to District matters arising within the scope of employment with the District.
 - c. Materials shall be used to support only terminals, workstations or stand-alone computers operated by the District.
 - d. With regard to use on local area networks or on multiple machines, Management employees shall use the software only in accordance with the license agreement.
3. Management employees shall notify the General Manager immediately of unauthorized possession, use or knowledge of any District licensed materials, by any person or organization not authorized to have such possession, use or knowledge. Management employees shall promptly furnish full details of such possession, use, or knowledge to the General Manager. Management employees recognize that the District will assist in preventing the recurrence of such possession, use or knowledge, and will cooperate in any litigation against these parties deemed necessary to protect its proprietary rights.
4. Management employees violating this policy may be subject to disciplinary action by the General Manager, up to and including termination of employment.
5. The District shall be held harmless by the Management employee for Management employee's unauthorized use, possession or knowledge of materials furnished to the District if the unauthorized use, possession, or knowledge is not done or obtained with the knowledge and willful consent of the District with intent to harm the proprietary rights or to breach the contract rights.

C. Computers/Electronic Mail/Internet/Phones/Voicemail

1. Crescenta Valley Water District's computer system, E-mail system and Phones systems are intended to be used for proper business or educational purposes only; use for personal reasons is permissible only within reasonable limits. Management employees should remember that all E-mail messages, voicemail or any other information stored, compiled, or collected on computers, computer disks databases, disk drives, networks or otherwise ("Electronic Information") are the property of the District and the District may use, inspect, destroy, delete, publish or otherwise dispose of such Electronic Information as the District determines to be in the District's best interest. As such, the installation of software not approved by management is prohibited.
2. All electronic information should be transmitted only to individuals who have an appropriate need to receive it. Additionally, Electronic Information may be subject to disclosure to third parties. Consequently, Management employees should always be sure that the information contained in Electronic Information is accurate, appropriate and lawful. Inappropriate or offensive material is prohibited. Abuse of the computer system, E-mail system, or Phone System through excessive personal use, or use in violation of law or the District policies, will result in disciplinary action up to and including discharge.
3. The use of unauthorized codes or passwords to gain access to another's Electronic Information is prohibited. However, the District retains the right to access any Management employee's Electronic Information and to use any Management employee's password or authorized code. While the District does not intend to regularly review Management employee's Electronic Information, Management employees have no right or expectation of privacy in Electronic Information. The District owns the computer system and the E-mail system and permits Management employees to use them in the performance of their duties for the District.
4. The District reserves the right to review Management employee Electronic Information and to disclose it to others without notification to or permission from the Management employees creating, saving, sending or receiving Electronic Information. As a condition of continued employment, Management employees consent to the District's review and disclosure of Electronic Information.
5. The District provides Internet access to Management employees to be used for educational or business purposes only; use for informal or personal reasons is permissible only within reasonable limits. All downloaded Internet files are considered District records and are subject to review by the District or disclosure to third parties. The District reserves the right to review a Management employee Internet usage and to disclose information about a Management employee's Internet usage to others without notification to or permission from the employees sending or receiving the files. As a condition of continued employment, all Management employees consent to the District's review and disclosure of Internet usage. Use of District property or equipment to access inappropriate or offensive Internet sites is prohibited.
6. Messages electronic or voice may not contain content that may reasonably be considered offensive or disruptive to any employee. Offensive content would include, but would not be limited to, sexual comments or images, racial slurs, gender-specific comments or any comments that would offend someone on the basis of his or her age, sexual orientation, religious or political beliefs, national origin, or disability.

7. Management employees learning of any misuse of the software or electronic-mail system or violations of this policy should notify a supervisor immediately. Abuse of computer or Internet privileges, through excessive personal use, or use in violation of law or of the District's policies, may result in disciplinary action up to and including discharge.

SECTION 7.6 -- NO SOLICITATION BY EMPLOYEES

Management employees shall not solicit customers of the District for any purposes while on duty, during working hours. Likewise, Management employees shall not solicit co-workers for any purpose or distribute literature to co-workers on District property or at work sites while on duty or during working hours. When a Management employee is on his rest or meal periods, he shall not be considered to be "on duty" and such time shall not be considered to be "during working hours".

SECTION 7.7 -- DISTRICT RIGHTS

Subject to limitations and obligations imposed by law, and except where specifically limited by ~~this~~ [MOU these terms and conditions](#), the District retains, exclusively, all of its inherent rights, powers, functions, duties, and responsibilities as an employer. It is expressly recognized that the retained rights of the District include, but are not limited to, the exclusive right to: consider the merits, necessity, or organization of any service or activity; determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards for selection for Management employment and promotion; direct its Management employees; take disciplinary action involving its Management employees; relieve its Management employees from duty because of lack of work or other legitimate reasons; maintain the efficiency of District operations; determine the method, means, and personnel by which the District operations are to be conducted, including use of outside contractors; determine the content of job descriptions, including the updating of job titles for all District Management employees; take all necessary actions to carry out its missions and to deal with emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE 8 – HEALTH AND SAFETY

SECTION 8.1 – POLICY REGARDING SMOKING

To promote a smoke-free workplace, smoking is not allowed in any District facility, District vehicle, or where otherwise posted.

SIGNATURE PAGE

Comment [TL4]: Per Tom Bunn, these terms and conditions of employment are adopted by the Board, no signature page required.

~~Dated: _____, 2014~~ ~~Crescenta Valley Water District Management Unit~~

~~By: _____~~
~~Dennis Erdman, General Manager~~

~~Dated: _____, 2014~~ ~~Board of Directors of the Crescenta Valley Water District~~

~~By: _____~~
~~James D. Bodnar, President~~