

**EXHIBIT 5-A**

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT**  
**AND**  
**THE GENERAL STAFF BARGAINING UNIT,**  
**REPRESENTED BY**  
**UNITED PUBLIC EMPLOYEES OF CALIFORNIA, LOCAL 792 / LABORERS'**  
**INTERNATIONAL UNION OF NORTH AMERICA**



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This Memorandum of Understanding (M.O.U) sets forth the agreement between the representatives of UNITED PUBLIC EMPLOYEES OF CALIFORNIA, LOCAL 792 (hereinafter referred to as “Union”) and the representatives of the MONTEREY PENINSULA WATER MANAGEMENT DISTRICT (hereinafter referred to as “District”) on all matters concerning wages, hours, working conditions and other terms of employment for employees within the GENERAL STAFF BARGAINING UNIT.

The District and Union have met and conferred in good faith and have arrived at an understanding concerning wages, hours, working conditions and other terms of employment. This agreement supersedes all prior District Personnel Policies that pertained to members of this bargaining unit, where such matters have been specifically addressed. In the event of a conflict between this contract and any policy, memorandum or directive, either written or verbal, this contract shall prevail.

## **ARTICLE 1 RECOGNITION**

Pursuant to the Meyers-Milias-Brown Act and the District’s Employer-Employee Relations Resolution, the Union, affiliated with UNITED PUBLIC EMPLOYEES OF CALIFORNIA, LOCAL 792, is hereby recognized as the exclusively recognized employee organization for the General Staff Bargaining Unit employees. Classifications in the bargaining unit are listed in Appendix A. Pursuant to language in the MOU, this list can be amended from time to time.

## **ARTICLE 2 NON-DISCRIMINATION**

The District and the Union will cooperate in pursuing a policy of equal employment and equal promotional opportunity for all employees. There shall be no employment discrimination because of a person’s political or Union affiliation or belief, non-affiliation or non-belief. There will be no coercion, intimidation, or discrimination against any employee for exercising her/his right to form, join and participate in the activities of the Union.

## **ARTICLE 3 UNION SECURITY**

- A. Agency Shop –New employees hired during the term of this contract and all current employees covered by its terms shall, within thirty (30) days of employment or the signing of this Agreement, join the Union and pay Union dues or pay an equivalent service fee thereafter as a condition of continued employment. The District shall notify new employees of these Agency Shop provisions and that the Union is the exclusive recognized bargaining representative for the workers in the unit. The District shall also provide a copy of the current contract to the employee. Employees in the bargaining unit who are not members of the Union on the effective date of this contract shall authorize either Union dues or an equivalent service fee as a condition of continued employment.

In accordance with Government Code Section 3502.5, any employee subject to this Section who is a member of a bona fide religion which has historically held conscientious objections to joining or financially supporting an employee organization shall, upon verification of active membership in such a religious body, satisfactory to the Union, be permitted to make a charitable contribution equal to Union dues to a non-religious, charitable organization agreed upon by the parties.

- B. Payroll Deduction – The District will make available payroll deductions for Unit members for both regular Union dues and other fees, as applicable, and remit these funds monthly to the Union by separate check with the exception of the charitable contributions that shall be remitted to the appropriate organization. These deductions are subject to the following conditions:
  - 1) Deductions shall be withheld only if the employee so authorizes in writing on the form provided by the Union and approved by the District.
  - 2) The Union will indemnify and hold harmless the District, its employees, officials and representatives from any claims, litigation or liability arising from the implementation of this section.
- C. Dispute Resolution – Any dispute between the Union and an employee on the interpretation of Article 3 shall, at the request of the Union or the affected employee, be decided by final and binding arbitration under the rules of the American Arbitration Association. The employee and the Union shall each bear one half the cost of the arbitration, including the fee of the American Arbitration Association and the arbitrator. The cost of the certified transcript of the proceedings shall be paid by the party requesting same. The District will not protest or interfere with any final and binding decision under this Section.
- D. In the event an employee fails to authorize either Union dues, an equivalent service fee or charitable contribution, as required in this Section, the Union will give written notice of such failure to the District and the affected employee, and request dismissal of the employee.
- E. Upon receipt of such notice from the Union, the District will issue to the employee and the Union a five (5) day notice of Intention to Dismiss. Failure to authorize payroll deductions by the response deadlines set in the Notice to Dismiss shall result in termination.
- F. Employees terminated as a result of this provision do not have the right of recourse through Article - 21 Grievance Procedure.
- G. The Union shall indemnify, defend and hold the District, its officers and employees harmless against any and all claims, demands, suits and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the District under the provisions of this Section.

- H. Memorandum of Understanding Distribution – The District will distribute to all Unit members a copy of the signed Memorandum of Understanding. When a person is hired in any classification covered by this Memorandum of Understanding, the District shall notify the person that the Union is the recognized employee organization. The District will provide that person with a copy of the current MOU.
- I. Union Notification – The Union shall be given at least ten (10) working days advance written notice prior to adopting any rule, resolution, regulation, or action affecting working conditions within the scope of representation and shall be given the opportunity to meet and confer with the District representative prior to its adoption by the District Board of Directors.
- J. Bulletin Boards – The Union shall be provided a bulletin board in the employee break room. The Union agrees that notices posted on the bulletin board shall not contain anything that may be construed as maligning and/or derogatory to the District or its representatives. The Union shall be responsible for maintaining the bulletin board in a professional manner. The Union shall be responsible for placement of and removal of outdated material. However, the District shall retain the right to remove maligning, derogatory, or inappropriate, or outdated material.
- K. Time Off for Union Officials – During the term of this agreement, two employees from the unit shall be allowed a reasonable amount of paid release time off for “meet and confer” or “meet and consult” sessions scheduled with the District’s designated representatives, providing there is no disruption of work. The Union shall notify the General Manager in advance of the meeting of the specific members who will be in attendance. Union members shall obtain permission through supervisory channels before leaving their work or work locations.

The Union may request, and the District may grant, time off without loss of pay to Union representatives to assist the District in the formulation of policies and procedures mutually beneficial to the District and the Union. However, such time off shall be at the discretion of the General Manager.

- L. Union Stewards – The Union shall be authorized to designate two employees within the unit as stewards and must furnish a list of these stewards to the General Manager within five working days after appointment or election. One steward at a time shall be allowed a reasonable amount of paid release time for the purpose of representing a unit employee within the steward’s area of representation in the filing or processing of grievances or disciplinary appeals, as long as there is no interruption of work in the employee’s division. Stewards must first obtain permission through appropriate supervisory channels before leaving their work or work location for such purposes. There shall be no discrimination, intimidation or coercion of any steward exercising his/her rights under the grievance procedure.
- M. Visits by authorized Union Representatives – Access to District work locations and the use of District paid time, facilities, equipment and other resources by the employee organizations and those representing them shall be limited to activities

pertaining to the employer-employee relationship. Reasonable access to employee work locations shall be granted to representatives of recognized employee organizations for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation.

- N. Meeting Time – Employees of the District shall be permitted to meet on their own time on District premises at least two hours per month.

#### **ARTICLE 4 DISTRICT RIGHTS**

- A. Except as modified by this Memorandum of Understanding, the District reserves, retains and is vested with, solely and exclusively, all rights of the District which are not expressly abridged by law to manage the District. The District also recognizes that employee contributions to the decision making process is valuable. The District agrees to encourage employee input on matters within the scope of representation. The sole and exclusive rights of the District shall include, but not be limited to, the following:

- To manage the District generally and to determine all issues of policy;
- To determine the nature, manner, means and technology, and extent of services to be provided to the public;
- To determine and/or change the facility, methods, technological means, size and composition of the workforce by which District operations are to be conducted;
- To assign work to and schedule employees in accordance with requirements as determined by the District, and to establish and change work schedules, vacation schedules, and assignments upon reasonable notice and in accordance with these Rules and memoranda of understanding;
- To relieve employees from duties for lack of work, funds, or similar non-disciplinary reasons;
- To determine and modify productivity and performance programs and standards;
- To discharge, suspend, demote or otherwise discipline non-probationary employees for just cause;
- To determine job classifications and to reclassify employees in accordance with these Rules and applicable resolutions and ordinances of the District;
- To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with these Rules and applicable ordinances and resolutions of the District;



- To determine and administer policies, procedures and standards for selection, training and promotion of employees in accordance with these rules and applicable resolutions and ordinances of the District.
  - To establish employee performance standards including, but not limited to qualification and quantity standards, and to required compliance therewith;
  - To determine satisfactory and unsatisfactory job performance levels, and evaluate employees based upon these criteria;
  - To take any and all necessary action to carry out the functions of the District in emergencies.
- B. Before submission of a recommendation to contract out any function traditionally performed by unit employees which would result in a reduction of the work force, the Union will be offered the opportunity to examine the proposal for at least thirty (30) days prior to Board action, whenever possible and to submit recommendations. If requested, the District will meet and confer over the impact of proposed layoffs prior to the implementation of said layoffs.

## **ARTICLE 5 PERSONNEL ACTIONS**

- A. A District list of all current job descriptions shall be available for review by employees and Union representatives. An employee may obtain a copy of any job descriptions from the Human Resources Analyst.

Upon appointment, each new employee shall be provided with a copy of the employee's job description. Further, an employee shall be given a copy of the amended job description as changes occur.

Job Descriptions shall be explicit as to the level of skills, knowledge, and ability required to perform the work. Specific detail of the work required will be used wherever reasonable and the work required shall be within the realm of that normally performed within the scope of the job classification.

- B. The District shall offer to meet and confer with the Union regarding the impacts of an appropriate reclassification whenever the District intends to classify, reclassify, create, modify, and or abolish classes existing in the bargaining unit. If an employee believes that he or she has been assigned duties that do not reasonably relate to the classification to which the employee is assigned, the Union may request and the District shall grant, an opportunity to meet and consult with the parties involved regarding such assignment. If the employee wishes to request that an individual reclassification analysis be performed on his or her position, the following procedure shall be followed:

- 1) If an employee believes that he or she has been assigned duties that do not

reasonably relate to the classification to which the employee is assigned, the employee can state his or her concerns to his or her Division Manager. The employee may also direct his or her concerns directly to the Union.

- 2) The General Manager will consider all such requests after receiving written input from the employees' Division Manager and/or Supervisor regarding the employee's assertions.
  - 3) The General Manager will evaluate the information received and determine if a reclassification analysis is justified.
  - 4) If the General Manager determines that a reclassification analysis is to be performed, he will assign that task to the Human Resources Analyst.
  - 5) Reclassification requests will be handled in the order received.
  - 6) Reclassification analyses will be performed as soon as possible within the context of the Human Resources Analyst's work assignments.
  - 7) The results of reclassification analyses will be evaluated by the General Manager, who will make a decision on whether he accepts the findings.
  - 8) The General Manager will advise the Division Manager and the Union of his decision on reclassification.
  - 9) If the General Manager supports reclassification of a position, a request for reclassification and modification of the Organization Chart will be included on the next open Board Meeting agenda.
  - 10) Reclassification will be effective on the 1st day of the month following Board approval.
- C. There shall be only one official personnel file that shall be maintained at the District's Human Resources Office. An employee shall have the right to review her/his personnel file or authorize in writing the review by a representative. No material will be inserted into the employee's personnel file without prior notice and a copy given to the employee. An employee may place in her/his personnel file a written response to adverse material inserted into the file in lieu of filing a formal grievance regarding the subject of the adverse material. In addition, an employee may place any letters of commendation received from the public or certificates of educational achievement in his/her personnel file.
- D. A written performance evaluation is intended to be a documented summary of the work performance of the employee and to encourage ongoing communication between the supervisor/rater and the employee. An evaluation is not to be used for discipline in and of itself.

- E. An employee shall have the right to review and respond in writing to any evaluation she/he considers derogatory, or otherwise inaccurate, within ten (10) days of receipt of a copy of the evaluation.
- F. Step increases recommended as a result of a delayed performance evaluation shall be effective retroactively on the first day of the month following the employee's anniversary date.
- G. An employee who voluntarily terminates her/his service with the District may receive an end-of-job performance evaluation if requested in advance by the employee.
- H. The parties agree that the District and its representatives and employees shall treat each other with mutual respect, dignity, courtesy, and trust in all work related matters. It is the intent of this Agreement to establish such a harmonious and constructive relationship among the parties.

## **ARTICLE 6 CATEGORIES OF EMPLOYEES**

- A. The following definitions shall apply to this Memorandum:
  - 1. Full-time Regular Employee: An employee of the District occupying a regular position who is employed 40 hours per week and who is not serving under a written contract or in an introductory status.
  - 2. Part-time Regular Employee: An employee of the District who is not a full-time regular employee, who is employed less than 40 hours per week and who is not serving under a written contract or in an introductory status.
  - 3. Introductory Employee: An employee of the District who is serving in the minimum six (6) month working test period required before the appointment as a full-time regular employee is completed, during which the terms of the extended introductory period must be satisfied. In the case of a part-time employee, the introductory period shall also be a minimum six (6) month period before the appointment as a part-time regular employee is completed. An employee on introductory status may be terminated without cause.
  - 4. Limited-Term Employee: An employee of the District who is not a regular employee, and who is hired for a project that is estimated to require 1,000 hours or less in a fiscal year. (July 1- June 30). If a project requires more than the originally estimated time, the limited-Term employee may be extended for additional 1,000-hour periods with Board approval. Any Limited-Term employee can be terminated without cause and shall not be entitled to employee rights or benefits specified in Article 7 with the exception of eligibility for PERS retirement benefits if the total worked in a fiscal year exceeds 1,000 hours.

5. Volunteer: A person who is not a paid employee who participates in any District activity by providing their labor and services to the District free of charge. Use of volunteers on District projects must be approved by both the Division Manager and Risk Manager for liability and workers' compensation purposes. (Resolution No. 96-03 outlines the Board's authorization and governs of the use of volunteers.)
6. Exempt Employee: An employee of the District that is not subject to the overtime provisions of the Fair Labor Standards Act (FLSA).
7. Non-Exempt Employee: An employee of the District that is subject to the overtime provisions of the Fair Labor Standards Act (FLSA).

B. Employment Status is described as follows:

1. Introductory Status: The introductory period shall be used by the General Manager for the evaluation of any new employee, and for the termination of any introductory employee whose performance, work, or behavior does not meet the required standards of the Monterey Peninsula Water Management District. Each appointment, re-employment, or transfer to a regular position shall be subject to an introductory period of six (6) months for full-time and part-time positions. This introductory period is the final phase of the examination and qualification process before the appointment as a regular employee is completed.

The introductory period shall date from the time of initial employment in a position and shall not include time served as a limited-term employee nor any period of continued leave of absence without pay exceeding thirty (30) days.

The General Manager may extend the introductory period of an employee for a period not to exceed six (6) months upon furnishing the employee with a statement of the reasons for such extension and the required standards that must be met in order for the employee to successfully complete the introductory period.

2. Regular Status: Regular status is afforded all qualified employees of the District, other than employees who are on probation or are contract employees.
3. Limit-term Status: A limited-term employee is one hired for the purpose of filling short-term employment vacancies, vacation, sick leave, military leave, leaves of absence, and/or to meet other short-term business demands of the District. Limited-term employment may be terminated at the will of the General Manager or the employee.
4. Part-time Status: A part-time employee is an employee who works less than full-time and does not occupy a regular full-time position.

## **ARTICLE 7 ELIGIBILITY FOR EMPLOYEE BENEFITS**

- A. Regular Employees: Regular employees are entitled to vacation, sick leave, leaves of absence without pay, and other benefits set forth in this section and as authorized by the District.
- B. Introductory Employees: Introductory employees shall accrue vacation and sick leave credit but shall not be entitled to use vacation credit until successful completion of the introductory period. However, any vacation time accrued by working on a District holiday may be used prior to the end of the probation period.
- C. Limited-term Employees: Limited-term employees shall not be entitled to any of the benefits set forth in this section, with the exception of those Limited-term employees who have been extended by Board approval for more than 1,000 hours of employment in a fiscal year, who will then become eligible for PERS retirement benefits.
- D. Part-time Employees: Part-time employees shall accrue pro-rata vacation and sick leave credit based upon the hours actually worked by each employee, but shall not be entitled to use accrued vacation hours until successful completion of the introductory period.

## **ARTICLE 8 OPTIONAL BENEFITS**

- A. A deferred compensation plan (IRS Section 457) is available to all regular employees. Deferred compensation is an IRS-approved method of saving for retirement which includes deferring federal and state income taxes. Current District policy permits an employee to start, stop, increase, decrease, or change investment funds as often as he or she wishes without fees or penalties. The District does not contribute to the deferred compensation plan except as may be required by an individual employment contract.
- B. A Section 125 Flexible Benefits Plan is provided. This plan provides the opportunity to participate in an Unreimbursed Medical Expenses Plan and a Dependent-care Expense Reimbursement Plan on a pre-tax basis. Participants may contribute up to \$2,550 per year (subject to change per Internal Revenue Service). The District does not contribute to the Section 125 Flexible Benefits Plan.
- C. Supplemental insurance coverage is also available through AFLAC Insurance. Employees pay premiums for this coverage.

## **ARTICLE 9 RETIREMENT BENEFITS**

District employees are covered by the California Public Employees Retirement System (PERS) under two tiers.

**Tier 1 - Employees hired before January 2013 or considered Classic Members by CalPERS**

Tier 1 employees are covered by the PERS 2% at 55 formula. The District also provides them with the PERS Employer Paid Member Contribution (EPMC) under Government Code section 20636, section (C)(4), pursuant to Government Code section 20691, by including the value of the EPMC in salary reported to PERS as compensation. Tier 1 employees have the one-year final compensation benefit for calculating their retirement annuity.

Tier 1 employees contribute towards the District's total normal cost by making contributions of 3% to both the EPMC and the Employer Contribution. Effective July 1, 2018, an additional 2% for a total of 5% of each Tier 1 employee's salary will also be applied to the Employer Contribution portion of the PERS premium. However, the percentage of contributions paid by the employee in each year of the contract shall in no circumstance be more than 50 percent of the total normal cost up to a maximum contribution of 8% of the employee's salary.

**Tier 2 - Employees hired after January 2013 and those employees not considered Classic Members by CalPERS - Subject to AB 340, the "California Public Employee's Pension Reform Act" (PEPRA).**

Tier 2 employees are covered by the PERS 2% at 62 formula with no PERS EPMC. Tier 2 employees must contribute 50% of the total normal cost rate for PERS to a maximum of 8% of their salary. The District's total normal cost for new members in 2013 is 12.5%. The normal cost rate is subject to change over time, as it will be impacted by risk pool demographics and the actuarial assumptions used in retirement benefit funding. The three-year final compensation period is used to calculate a Tier 2 employee's retirement annuity. Annual pensionable compensation that can be used to calculate final compensation is capped. The 2013 cap for District employees is \$136,440.

**Tiers 1 and 2**

The District shall provide the PERS 1959 Survivor Benefit, Fourth Level, at no cost to the employee.

In accordance with the California Public Employee's Pension Reform Act", if a public employee is convicted of a felony arising from the performance of public duties, or connected with obtaining salary or other benefits for public service, the employee forfeits the portion of his or her pension accruing after the crime.

**ARTICLE 10 HEALTH AND WELFARE BENEFITS**

Medical, dental, vision, life insurance, short-term disability insurance, long-term disability insurance, and an employee assistance plan shall be provided for all regular employees, introductory employees, and their eligible dependents. Medical insurance will also be

provided to eligible retirees and their eligible dependents, as stated in Article 10, Section C. The terms and conditions of enrollment and the benefits provided under all health plans are subject to the plan documents and practices, which are controlling.

A. **Premium Payment:** During the term of this agreement the District shall pay the below designated amounts towards employee benefits. Should employees be required to make any premium payment, such payments shall be made by payroll deduction.

1. **Life, Survivor, LTD & EAP:** The District shall pay 100% of premiums for life insurance, survivor benefit, long-term disability insurance, and the employee assistance plan premiums for all regular and introductory employees.
2. **SDI:** The District shall pay 50% of the premium for short-term disability insurance. Employees will be required to pay the other 50% of that premium.
3. **Employee Health Insurance**

Effective January 1, 2014, employees have been enrolled in the Laborers Northern California Trust Special Plan.

**Effective 07/01/2016:** The District will pay the higher of \$1055.45 per month or 95% of the then-current premiums for all eligible employees and their dependents.

B. **Retiree Medical Premiums**

The District contribution towards retiree medical premiums will be available only to those retirees and their dependents or survivors who meet the eligibility criteria established by the District and/or the medical care provider.

Retirees may be enrolled in the plan of their choice or in effect for members of the bargaining unit from which they retired if they meet that plan's eligibility requirements. Retirees who are ineligible, due to a change in the medical plan for active employees, may enroll in an alternate health plan and be reimbursed for their premiums, according to the vesting schedules described below.

Retirees eligible for Medicare must enroll in a Medicare supplemental plan. To be eligible for paid retiree medical from the District, the retiree must not be entitled to receive equivalent health care through current or prior employment or the military. Reimbursement for the Medicare Part B costs shall be available from any unused portion of the retiree medical premium.

**Vesting Schedule:**

**Tier 1 - Employees hired before July 2013**

- a. Less than 15 years of District service: The District will reimburse retirees up to \$540 per month for retiree medical premiums paid to its medical plan provider.
- b. 15 or more years of District service: The District will reimburse retirees up to \$1149.00 per month, as of July 1, 2016, for retiree medical premiums paid to its medical plan provider. The District reimbursement will increase by 3% effective July 1st of each successive calendar year.

**Tier 2 - Employees hired after July 2013**

The District will contribute up to \$540 per month for reimbursement of retiree medical premiums.

Retirees must submit evidence of medical insurance payment each month to receive reimbursement from the District. Retirees have up to three (3) months to submit requests for retiree medical insurance reimbursement.

**Tiers 1 and 2**

**Survivor Premiums**

For a period of one year, the District shall continue to provide and pay for medical coverage for the surviving dependent(s) of an employee or retiree whose death occurs when the dependent(s) are receiving medical benefits from the District.

**ARTICLE 11 VACATION**

A. Eligibility. Each full-time regular employee shall be eligible for vacation with full pay after six (6) months continuous employment. All vacations shall be scheduled upon prior approval of the Division Manager or General Manager. Introductory and contract employees shall not be entitled to vacation.

B. **Accrual Rates**

**Tier 1 - Employees hired before July 2013**

Eligible full-time regular employees shall accrue annual vacation on the following basis:





hired after July 2013, shall be paid for a maximum of 30 days (240 hours) of accumulated sick leave. Any regular employee, Tier 1 or Tier 2, separated from service with less than one year's longevity as a regular employee shall not be entitled to payment for unused sick leave. An employee whose retirement date is within four months of his or her separation date from the District may choose to convert all or a portion of their unused sick leave to a credit of .004 years of service for each unused day of sick leave.

- B. Charges. Sick leave shall be charged against an employee's credit only for regular working days and shall not be charged for time absent on holidays or other authorized days off. Employees may charge absences related to Pregnancy Disability Leave or Family Medical Leave against accrued sick leave. When sickness or injury is work-related, the regulations of the California Workers' Compensation Law shall apply. Sick leave shall not be granted to an employee for work-related sickness or injury incurred while employed elsewhere.
- C. Notification and Certification. In order to be granted sick leave for any period of time, employees shall, no later than four hours after the time established for reporting to work, notify their supervisor of their inability to report for work and the reason therefore. When an employee requests credit for more than three (3) consecutive days of sick leave or more than four (4) days of sick leave in any one thirty (30) day period, said employee shall file with his supervisor a certificate from a physician stating the justification for such absence.

## **ARTICLE 13 OTHER LEAVES**

- A. BEREAVEMENT OR CRITICAL FAMILY ILLNESS LEAVE. Up to three (3) days of leave with pay per year may be requested by an employee to attend to the critical illness or the funeral of any member of the immediate family. Members of the immediate family are the mother, father, grandmother, grandfather, grandchild of the employee, the spouse/domestic partner of the employee, step-children, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the employee, or any relative or person living in the immediate household of the employee. There shall be no accrual of bereavement leave.
- B. JURY OR WITNESS DUTY. In accordance with the provisions of Government Code Section 1230.1, deductions in the amount paid as witness or jury fees shall be made from the salary of an employee who is subpoenaed or appears as a witness or is called to jury duty.

Employees summoned to jury or witness duty shall receive only their regular salary for a period not exceeding 8 weeks per annum and shall, unless they elect to take vacation or other leave, be excused from their regular duty only to the extent necessary to fulfill their obligations as jurors or witnesses. Except as provided below, no other form of premium or extra compensation shall be paid for any time spent while serving as a witness or juror.

If an employee is subpoenaed as a witness in connection with his/her official duties as a District employee, the time actually spent serving as a witness shall be considered work time.

This section shall not apply to an employee who is a party or an expert witness.

C. LEAVES OF ABSENCE.

1. Non-disability Leave of Absence. A leave of absence without pay may be granted by the General Manager for a regular employee for a period not to exceed two months. Granting of such leave is dependent upon the needs of the District and is totally discretionary. Requests for such leaves and action thereon will be in written form
  - a. The Employee shall, except in extraordinary circumstances, notify the District thirty (30) days before the leave is anticipated to begin.
  - b. When the leave is commenced, the employee will be placed on leave in a non-pay status. Use of sick leave, compensatory time, and/or vacation time and holidays may be requested, so long as these leave banks have been accrued, and their use is approved by the General Manager. Sick leave, vacation and holiday credits cease to accrue once the leave of absence is commenced.
  - c. During any non-disability leave of absence, the District will maintain the employee's medical, dental, vision, life and long-term disability insurance at the employee's expense, subject to the restrictions of the policies. The employee will be placed on leave of absence status with PERS. Employees are responsible for timely payment of the entire premium payment while on leave of absence exceeding one full calendar month and are subject to plan termination in the event such payment is not received by the District.
2. Disability Leave of Absence. Based upon medical evidence of disability and a written request from the employee, any employee shall be entitled to a disability leave of absence for a period of time up to 120 days.
  - a. The employee shall, insofar as possible, notify the District 14 days before the leave is anticipated to begin.
  - b. When the leave is commenced, the employee will be placed on disability leave in a non-pay status. Use of sick leave, compensatory time, and/or vacation time and holidays may be requested, so long as these leave banks have been accrued, and their use is approved by the General Manager. Sick leave, vacation and holiday credits will cease to accrue once the leave of absence is commenced.

- c. During a disability leave of absence, the District will maintain the employee's medical, dental, vision, life and long-term disability insurance at the District's expense, subject to the restrictions of the policies. The employee will be placed on a leave of absence status with PERS.
- d. Actual duration and scheduling of the disability leave shall be based upon the doctor's certification of disability. The District reserves the right to have a physician of the District's selection verify the disability.

It is possible that non-disability and disability leaves of absence could be utilized sequentially.

For a leave of absence requested by the employee, the employee's position will be held open for that employee during the leave of absence, or if that is not possible, a different but similar position will be made available when the employee returns to work.

Once the approved leave period has lapsed, the employee must return to work or be terminated. Any employee who fails to report for duty as scheduled after a leave of absence shall be considered to have abandoned and constructively resigned his/her position unless the General Manager has granted an extension.

Notwithstanding any other provision of this section, the Board of Directors may, by resolution, make provisions for other leaves of absence without pay.

**ARTICLE 14 HOLIDAYS**

A. HOLIDAYS.

The District shall be observed the following listed days as legal holidays:

- |                               |                        |
|-------------------------------|------------------------|
| New Year's Day                | Thanksgiving Day       |
| Martin Luther King's Birthday | Day after Thanksgiving |
| Presidents' Day               | Christmas Eve          |
| Memorial Day                  | Christmas Day          |
| Independence Day              | Veterans Day           |
| Labor Day                     |                        |

- B. If one of the above listed holidays falls on Sunday, the following Monday shall be the holiday in lieu of the day observed. If one of the above-listed holidays falls on a Saturday, the preceding Friday shall be the holiday in lieu of the day observed. When the day on which a District holiday is observed on an employee's regularly scheduled day off, during the employee's regularly scheduled vacation, or if the General Manager requests the employee to work on that day, the worker shall be entitled to holiday pay of up to 8 hours. In addition, all actual hours required to be worked on a

holiday shall be converted to vacation time at the rate of 1-1/2 times and added to the employee's vacation leave balance.

C. FLOATING HOLIDAYS

Regular full-time and regular part-time employees shall be given two floating holidays each fiscal year. Floating holidays will be defined as entire days off, with up to 8 hours paid time. Use of floating holidays will be subject to prior approval by the employee's supervisor. They will be granted after consideration of operational needs, in the same manner as vacation time. Both floating holidays must be used within the fiscal year that they are issued or they will be lost.

**ARTICLE 15 SALARY TABLES**

- A. The salary ranges listed in Appendix C are hereby established as a basic salary plan. An employee shall be eligible for promotion to the next salary step by the General Manager upon recommendation of the Division Manager following six months satisfactory service in the first step and twelve months satisfactory service in each subsequent step.
- B. For the purposes of promotion eligibility, the determination of satisfactory services shall be a District right as defined within Article 4 of this Memorandum of Understanding. The General Manager may, in his discretion, approve an employee's promotion to any higher salary step at any time in order to make equitable salary adjustments or to compensate capable employees properly.
- C. A Y-rated employee is an employee whose rate of pay has been set above the highest step in the salary range by the Board of Directors.
- D. Salary Survey Recommendation. Annually, preceding the setting of the budget, the General Manager may make a recommendation to the Board of Directors regarding the initiation of a survey of compensation and or classification for the coming year. If such a survey is conducted, it shall be implemented in accordance with the approach described in Appendix B, and the results will be submitted to the Board with implementation recommendations. The information contained in the survey shall be shared with the employee's Union representatives at the same time, and shall be made part of the meet and confer process.
- E. Cost of Living Adjustment.

The Board may grant a cost-of living adjustment to employees on an annual basis to help maintain purchasing power.

Effective July 1, 2016, there shall be a cost of living salary increase of 3.0%.

Effective the first pay period in FY17/18, a salary increase of 2.0% will be implemented.

Effective the first pay period in FY18/19, a salary increase of 3.0% will be implemented.

- F. Salary Survey Implementation. The compensation study that has been prepared by the District will be implemented upon the reestablishment and collection of the District's User Fee with all positions that are less than 95% of median receiving a salary adjustment to the level of 95% of median.

At the time the survey is implemented, the salary ranges/steps will be adjusted for uniformity and will look like the **Attachment B** titled "Salary Chart After Survey Adjustment" which includes the 3.0% COLA. Employees will be placed in the appropriate range and step for their new salary adjusted for the survey. The revised placements are shown in the **Attachment C** titled "Salary Range Adjustments by Position after Salary Survey Adjustment."

Should the compensation study not be implemented by June 30, 2018, the Union shall have the right to reopen this Memorandum of Understanding.

## **ARTICLE 16 OVERTIME**

- A. Only FLSA non-exempt employees shall receive pay for overtime.
- B. Overtime work is performed either before or after the normal or assigned work schedule in excess of forty hours per week. Overtime also refers to hours employees are called back to work which fall outside of their regular work schedule. Time spent on District property which is not time spent working, either before or after work, or during the lunch period, shall not be included as overtime worked.
- C. Pay for overtime shall be at the rate of one and one-half times the rate of regular pay for any hours worked beyond 40 straight-time hours actually worked in a week. Additionally, the eight hours paid for holidays shall be included in the computation of the 40 hours required before overtime is paid.
- D. Overtime is reported in quarter hour increments.

- E. Overtime shall be worked only upon the approval of a Division Manager or his/her designee if absent. Approval may be verbal and documented at a later date and shall indicate the time to be worked and the reason for the overtime.
- F. The District work week is Monday through Sunday. Unless otherwise defined, the work period is eight hours each day, to begin at 8 AM and end at 5 PM, Monday through Friday. Each employee is entitled to one hour for lunch between noon and 1 PM. These hours apply to all employees unless the Division Manager approves other arrangements.
- G. The General Manager shall maintain a current classification of employee positions that are exempt and non-exempt under the Fair Labor Standards Act.
- H. The General Manager shall establish for each non-exempt position the designated work period, the designated work hours and the designated rate of pay. All such determinations shall be provided to each employee and shall be filed in the personnel file.
- I. Compensatory Time — Exempt employees will receive compensatory time for any “overtime” worked. Compensated time will be granted on an hour-for-hour basis and must be used by the end of the six-month period in which it was accrued, or it will be lost. The cut-off dates in which to use the compensatory time accrued within a six-month period are June 30<sup>th</sup> for January 1 – June 30 and December 31<sup>st</sup> for July 1 – December 31 of each calendar year. At the start of each six-month period, each exempt employee will have a zero balance of compensatory time, unless otherwise approved by the General Manager. The District will not pay cash or otherwise offer compensation for accumulated compensatory time under any circumstance.
- J. Call Back Time – An employee who has completed a normal work shift, when ordered back to work, shall be credited with a minimum of two (2) hours work time provided the call back to work is without having been notified prior to completion of the work shift, or the notification is prior to completion of the work shift and the work begins three (3) or more hours after the completion of the work shift.

When such an employee is called back under these conditions within two (2) hours of the beginning of a previous call or an additional call is received while working on an earlier call back, the employee shall not receive an additional two (2) hours credit for the new call back.

When such an employee is called back within the two (2) hours of the beginning of the employee’s next shift, call back credit shall be received only for the hours remaining before the beginning of the employee’s next shift.

## **ARTICLE 17 MILEAGE ALLOWANCE**

Any employee of the Monterey Peninsula Water Management District other than the General Manager who is required to operate his/her own or a privately owned automobile for the execution of official duties shall be allowed, reimbursed and paid the rate equivalent to that specified in current IRS guidelines.

## **ARTICLE 18 TRAVEL EXPENSE**

In addition to the mileage allowance provided for, an employee of the Monterey Peninsula Water Management District is entitled to receive reimbursement for his/her actual and necessary expenses for other transportation and for meals, lodging, and incidentals incurred as a result of travel assigned as part of his/her official duties upon prior authorization of the Division Manager and approval of the General Manager.

## **ARTICLE 19 TRAINING.**

The District strongly encourages training and education and shall reimburse tuition fees, cost of study materials, or other incidental training expenses when directly related to the functions of the employee, providing that the employee show proof of attaining a grade of C or better in a graded course or a satisfactory completion in a non-graded course. Tuition reimbursement shall not exceed \$3,000 per year. Approval for such training shall be at the discretion of the General Manager. The General Manager shall not authorize utilization of normal working hours for long-term schooling without prior Board approval.

## **ARTICLE 20 DISCIPLINARY ACTIONS**

- A. Disciplinary Actions. The General Manager, for just cause, may take disciplinary action against any employee in the service of Monterey Peninsula Water Management District, provided that the rules and regulations prescribed herein are followed. Only a regular employee, not on introductory status, who has over six (6) months of continuous service, has the right to appeal pursuant to this section. As used in this section, "Disciplinary Action" shall mean dismissal, suspension, or formal written reprimand. No full or part-time employee serving on an introductory status is entitled to appeal pursuant to this Section 21, or any of its sub-parts.

Cause for discipline may include but is not limited to:



1. Incompetence, inefficiency or dereliction in the performance of the duties of his/her position.
2. Inability to perform assigned duties due to failure to meet or retain job qualifications (including but not limited to failure to possess required licenses, and failure to pass required tests).
3. Insubordination (including, but not limited to, refusal to do assigned work).
4. Carelessness or negligence in the performance of duty or in the care or use of District property.
5. Discourteous, offensive, or abusive conduct or language toward other employees, directors, or the public.
6. Dishonesty.
7. Possession of or drinking of alcoholic beverages on the job or reporting for work while intoxicated.
8. Addiction to the use of narcotics or a restricted substance, possession or use of narcotics or restricted substances while on the job or reporting to work while under the influence of a narcotic or restricted substances.
9. Personal conduct unbecoming an employee of the District in the course of performing her/his duties. Such conduct is defined as that which would undermine District goals and objectives and/or the employee's ability to perform the duties of his/her position.
10. Engaging in political activity during assigned hours of employment (including, but not limited to, campaigning on behalf of any candidate for public office, including himself or herself, whether by speaking, soliciting funds or support, distributing handbills, using any District property, equipment or facility for any political purpose during regular duty hours or after duty hours unless the use thereof is by law for such purposes and the employee has obtained prior written authorization from the General Manager or his authorized representative.
11. Conviction of any crime involving moral turpitude.
12. Absence without leave for three consecutive days or repeated tardiness.
13. Abuse of illness leave privileges.

14. Falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, or any other District records.
15. Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
16. Willful or persistent violation of the rules and regulations of the District.
17. Any willful conduct tending to injure the public service.
18. Abandonment of position or excessive absenteeism.
19. Physical or mental incapacity.

B. Notice of Disciplinary Action. Disciplinary actions, except reprimands, shall be taken against an employee having regular status by service upon such employee of a written notice of such action.

The notice of disciplinary action shall include the following:

1. The nature of the disciplinary action;
2. The effective date of the action;
3. The causes for the action and the material on which it is based, in ordinary concise language with the dates and places thereof, when known;
4. A statement that the material upon which the action is based is available for inspection; and
5. A statement as to the right of representation and appeal that shall include a referral to the section of this MOU titled "Grievance Procedure".

C. Service of a Notice of Disciplinary Action shall be made as provided below, except when emergency or other special circumstances require immediate action:

1. Delivery to the employee, either personally or by United States Postal Service to the current address listed in the employee's personnel file, shall be made no less than five (5) calendar days prior to the effective date of any punitive action against the employee. In emergency situations, the five (5)

day prior notice requirement shall not apply to the following disciplinary actions but may be given within a reasonable time after the commencement of such discipline:

- a. Reprimand.
  - b. Suspension without pay of five (5) days
  - c. Suspension with pay of twenty (20) days or less.
2. The notice of disciplinary action is accompanied by the advice that the employee may respond either verbally or in writing to the representative imposing the action prior to its effective date and may be represented in the response.
- D. Reprimand. The General Manager may reprimand an employee by furnishing him/her with a statement, in writing, of the specific reasons for such reprimand. A copy of notice of the reprimand shall be included in the employee's personnel file and the employee shall have the right of rebuttal. The General Manager may correct the reprimand or notice of reprimand at his/her discretion.
- E. Suspension Without Pay. Any suspension invoked as a disciplinary action under this section against an employee, whether for one or more periods, shall not exceed fifteen (15) calendar days in any one (1) calendar year; provided, however, that where a suspension is made because of criminal information or indictment filed against such employee, the period of suspension may exceed ninety (90) calendar days and continue until, but not after, the dropping of charges or the judgment or conviction or acquittal of the offense charged in the complaint, or indictment has become final. Employees suspended shall forfeit all rights, privileges, and salary while on such suspension.
- F. Suspension With Pay. Notwithstanding other provisions of this section, an employee may be suspended with pay and benefits for a period not to exceed twenty (20) working days upon a determination by the General Manager that circumstances exist that make the immediate removal of the employee to be in the best interests of the Monterey Peninsula Water Management District, and that the employee cannot be effectively used in his/her job.

Notwithstanding the above provision, the General Manager may suspend an employee at any time for reasons of investigation for disciplinary action. Written notice of such suspension shall be given the suspended employee as soon as possible, but not later than seventy-two (72) hours after such action is taken. Such suspension is not a disciplinary action and shall not be subject to appeal unless it, or any portion of it, subsequently becomes a disciplinary action. The

General Manager may reinstate any such suspended employee to his/her position for good cause and shall, upon reinstatement, restore his/her rights and privileges with back pay for time lost.

- G. Dismissal. The continued tenure of each employee shall be subject to his/her satisfactory conduct and the rendering of efficient service. Should the cause for disciplinary action so warrant, an employee may be dismissed.
- H. Absence Without Leave Termination. An employee who takes an unauthorized leave of three or more days may be deemed to have resigned their position.

## **ARTICLE 21 GRIEVANCE PROCEDURE**

- A. Purpose. The purpose of the grievance procedure is to promote improved employer-employee relations by establishing a procedure for the prompt settlement of certain disputes, herein after defined as grievances.

A grievance shall be defined as a claim by an employee or group of employees of a violation, misinterpretation and misapplication, or improper application of written regulations, resolutions, ordinances, or a memorandum of understanding applicable to the employee. Any appeal of the disciplinary actions of demotion, suspension or dismissal shall be filed and processed pursuant to this section.

- B. Applicability. Notwithstanding the foregoing, the grievance procedure is not applicable and shall not be used with the following:

1. The exercising of management rights by Monterey Peninsula Water Management District, as defined in Article 4, District Rights.
2. Any matter for which a statutory appeal procedure exists;
3. Complaints relating to Equal Opportunity, Occupational Health and Safety, or Workers Compensation;
4. The imposition of disciplinary action with respect to an employee on introductory status;

- C. Format. All grievances must be in writing. Grievances must explicitly specify the policy or the particular section of the agreement, rule, resolution or ordinance, the violation of which is being alleged as the basis for the grievance. The remedy requested must also be specified. An employee is entitled to individual representation at the employee's expense at any step of the grievance procedure.

D. Processing Grievances.

1. The grievant shall be granted reasonable time off with pay from regularly scheduled duty hours to process a grievance, provided that the time off will be devoted to the prompt and efficient investigation and handling of grievances.
2. In no case shall Monterey Peninsula Water Management District vehicles be used for transportation by employee representatives in connection with the processing of grievances nor will reimbursement be considered for the use of private vehicles.

E. Grievance Procedure Steps.

1. Informal Discussion.

- a. The grievance shall first be discussed on an informal basis by the aggrieved with his/her immediate supervisor within twenty-one (21) calendar days from the date of the action causing the grievance.
- b. Every effort shall be made to resolve the grievance at this level.

2. Formal Written Grievance.

- a. In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing to the General Manager.
- b. Within five (5) working days of receipt of the grievance, the General Manager shall schedule a meeting with the grievant, and the grievant's representative, if she/he so chooses, to discuss the grievance. Within five (5) working days of the grievance meeting, the General Manager shall deliver a written decision to the grievant. Any grievance settled at this step shall be subject to Board review.

3. Appeal to the Board

Board review will only be initiated upon written application. Said written appeal shall be filed with the Clerk to the Board and state the basis of the appeal. Any appeal based upon a disciplinary action shall contain a specific admission or denial of the material allegations contained in the notice of disciplinary action.

At the next regularly scheduled meeting of the Monterey Peninsula Water Management District Board, after the filing of the order and appeal with the said Clerk, the Board shall determine whether it will hear the appeal or appoint a hearing officer for this purpose. If the Board determines to hear the appeal, it will set a time and place for such hearing and provide notice to the appellant. If the Board determines to appoint a hearing officer, the hearing officer shall be mutually agreed upon between the Board's representative and the Union. In the event that the parties cannot mutually agree on a hearing officer, the parties shall request a list from the California State Conciliation and Mediation Service. The Hearing Officer shall then be selected by the parties alternately striking names until one remains. The Hearing Officer shall commence a hearing on the appeal as soon as possible. The appellant and General Manager may appear personally and the appellant may be represented by a Union representative and/or by counsel at the hearing. The hearing shall be public unless the appellant requests a private hearing.

Before the hearing has commenced and during the course of the hearing, the hearing officer shall issue subpoenas "duces tecum" at the request of either party. Oral evidence shall be taken only on oath or affirmation. The appellant and the General Manager shall each have the right to call and examine witnesses, to cross-examine opposing witnesses on any matter relevant to the issues, to impeach any witness and to rebut the evidence against him/her. Technical rules relating to evidence and witnesses do not have to apply to such hearings. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. At the hearing, the burden of proof shall be upon the appellant except in matters of discipline where the District is the moving party and therefore has the sole burden of proof.

At the conclusion of the hearing, the Board or the hearing officer shall prepare a summary record of the proceedings and prepare findings, conclusions and decision.

Where the Board has determined that a hearing officer will hear the appeal, the hearing officer shall submit a copy of said record and draft findings, conclusions and decision to the Board.

Within thirty (30) days after the filing of the record and recommended findings, conclusions and decision of the hearing officer with the Board, the Board shall adopt such recommended findings, conclusion and decision, or shall reject the recommendations of the hearing officer and adopt its own

findings, conclusions and decision after a review of the record. The Board shall affirm, modify or reverse the order of the General Manager. The decision of the Board shall be final, and any review of said determination must be commenced within the time set forth in the Code of Civil Procedure, Section 1094.6.

## **ARTICLE 22 OTHER EMPLOYMENT.**

No employee shall engage in any occupational or outside activity which is incompatible with his/her employment.

An employee engaging in any occupation or outside activity for compensation shall inform his or her Supervisor of the time required and the nature of such activity. An employee engaging in any occupation or outside activity which may be incompatible with Monterey Peninsula Water Management District employment or for compensation, who fails to inform his/her supervisor of such occupation or activity, may be subject to disciplinary action up to and including dismissal.

## **ARTICLE 23 JOB SHARING.**

The General Manager may hire two part-time employees to fill a regular full-time position if the Division Manager determines that the duties of the position can be shared.

## **ARTICLE 24 REDUCTION IN FORCE**

### A. General.

From time to time reductions in staff may be necessary. These reductions, (layoffs) occur without prejudice and without fault on the part of any employee. Reductions usually happen as a result of decrease or curtailment in revenues, reorganization of staff, termination of a program or activity, modification or change in service requirements or in the interest of efficiency or economy. Such changes are inevitable given the nature and mission of MPWMD. Alternatives to avoid or limit layoffs will be carefully considered. The Union shall be given at least ten (10) days advance notice before a reduction in force is presented to the Board for action and sixty (60) days advance notice before a reduction in force is implemented. Upon request, the District shall meet with the Union to discuss alternatives to an impending layoff. However, if the District deems layoffs necessary, the parties shall meet and confer over the effects of such layoffs on the employees within the bargaining units. The District retains full authority to determine what measures are most appropriate under the circumstances.

### B. Definition

A reduction in force or layoff is an involuntary separation of an employee from a class of position and from District service. Depending on the circumstances, it may be temporary or permanent.

C. Notice

An employee with one or more year's continuous service with the District shall receive as much notice as possible, but in no event shall notice be given less than two weeks before their effective layoff date.

D. Procedures

In the instance where reduction is necessitated by the termination of a program, employees will be laid off as dictated by mission requirements determined by the General Manager in consultation with the Division Manager. The order of layoff will be set by reverse seniority within a job classification within the program office or division. Employees will be placed on a layoff list, within their job classification, according to their category of employment. For purposes of layoff, categories are rank ordered as follows:

1. Limited-Term employees
2. Employees in introductory periods
3. Part-time regular employees
4. Full-time regular employees

An employee's position on the layoff list shall be based on the employee's total continuous service with MPWMD. For this purpose, continuous service includes employment as a limited-term, temporary, and part-time employee, excluding any break in service.

E. Recall.

If within six months of being laid off it is necessary for the District to increase the work force, laid off employees may be recalled to a vacancy in the last position held with the District or to a comparable position for which she or he is qualified. Such recalls will be according to continuity of employment, i.e., employees with greater continuity of employment e.g., higher in the layoff list, will be recalled from layoff first and placed in available positions, provided they have the necessary skills to perform the required tasks efficiently and are available. Recall notice to employees on layoff will be sent by certified mail to the employee's last known address. An employee must make a written commitment to return to work from layoff within four working days after receipt of notice to return to work and, return to work with the District within 15 days of first notification or lose all recall privileges.

Employees who have been on layoff status longer than six months are not eligible to be recalled, but may apply for advertised employment opportunities and be considered for employment with the District.



Regular employees who are laid off will be notified of advertised vacancies for which their employment records indicate they may be qualified, for 12 months following layoff, if they keep the District advised of their current address and telephone number.

F. Benefits.

Employees who have been laid off are not entitled to benefits. However, they may be eligible for a continuation of some benefits under COBRA and for state unemployment insurance. Information on these topics will be provided by the Human Resource Analyst.

## **ARTICLE 25 DRUG-FREE WORKPLACE POLICY**

The District is committed to maintaining a work environment free from the influence of alcohol and drugs in keeping with the spirit and intent of the Drug-Free Workplace Act of 1988. Illegal drugs in the workplace are a danger to all of us. They impair health, promote crime, lower productivity and quality, and undermine public confidence in the work we do. The use of any controlled substances is inconsistent with the behavior expected of our employees. It subjects all employees as well as visitors to our facilities and work sites to unacceptable safety risks and undermines the District's ability to operate effectively and efficiently.

In this connection, any location at which Monterey Peninsula Water Management District business is conducted, whether on District property or at any other site, is declared to be a drug-free workplace. This means that:

1. All employees are absolutely prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance in the workplace or while engaged in District business off our premises. Any employee violating the policy is subject to discipline, up to and including termination for the first offense.
2. Should an employee be required to take any kind of prescription or nonprescription medication that could affect job performance, the employee is required to report this to his/her supervisor. The supervisor will determine if it is necessary to temporarily place the employee on another work assignment or to take other action as appropriate.
3. Employees have the right to know the dangers of drug abuse in the workplace, the District's policy about it, and what help is available to combat drug problems. The District will provide educational material and conduct training for all employees on this subject. The District also recognizes that substance abuse is treatable and is willing to provide referral assistance to those who want to understand and correct their problem before it impairs their performance and jeopardizes their employment. One source of treatment for drug/alcohol dependency is provided to

District employees through their coverage under the District's Employee Assistance Plan.

4. Any employee convicted of violating a criminal drug statute in this agency's workplace must inform the District of such conviction (including pleas of guilty and nolo contendere) within five (5) days of its occurrence.
5. The District reserves the right to offer employees convicted of violating a criminal drug statute in the workplace participation in an approved rehabilitation or drug abuse assistance program as an alternative to discipline. If such a program is offered, and accepted by the employee, then the employee must satisfactorily participate in the program as a condition of continued employment.

## **ARTICLE 26 VIOLENCE IN THE WORKPLACE POLICY**

The Monterey Peninsula Water Management District recognizes the importance of maintaining a safe and violence-free workplace. In that spirit, all weapons are banned from the District. No District employee, customer, or visitor is allowed to carry weapons of any sort on District property or in a District vehicle. All employees are required to immediately report any sightings of weapons or violent behavior on the premises or at their work sites.

It should be noted that a good deal of District business is conducted off of District property. Therefore, employees must be aware of the need to always take safety and security precautions when performing their duties on private property. However, District employees are prohibited from carrying weapons while conducting District business. Any violent behavior directed at District employees, either while they are conducting District business or related to the conduct of District business, should be immediately reported to the General Manager.

## **ARTICLE 27 WELLNESS PROGRAM**

Employees are encouraged to participate in a fitness program. However, participation is voluntary, and employees do it at their own risk. To further encourage the wellness of its employees, the District authorizes employees (upon approval of an employee's supervisor) who participate in aerobic physical exercise (walking, jogging, swimming, etc.) to use up to 30 minutes of regular work time for this purpose.

Exercise is normally done over the lunch hour, with an extension of 30 minutes. This amount of time is intended to allow the exercising employee the opportunity to receive a thorough aerobic workout, and time to return to work refreshed and relieved of stress. A shower is available for employee use. Approval of wellness time will be dependent upon the division workload and coordination with the schedules of co-workers.

## **ARTICLE 28 SEVERABILITY**

If any section, sub-section, paragraph, sentence, clause or phrase of this resolution is, for any reason, held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this resolution, it being hereby expressly declared that this resolution and each section, sub-section, paragraph, sentence, clause and phrase thereof would have been adopted irrespective of the fact that any one or more sections, sub-sections, paragraphs, sentences, clauses or phrases be declared invalid or unconstitutional.

**ARTICLE 29 TERM OF AGREEMENT**

This Agreement shall be effective on the 1st day of July 2016 and shall remain in full force and effect without change, addition or amendment through June 30, 2019, and shall be renewed thereafter subject to reopening by either party upon written notice to the other party no more than 120 days prior to June 30, 2019 or any June 30 anniversary date thereafter.

\_\_\_\_\_  
David J. Stoldt  
General Manager  
Monterey Peninsula Water Management District  
\_\_\_\_\_ Date

\_\_\_\_\_  
Christopher D. Darker  
Business Manager  
United Public Employees of California  
Local 792  
\_\_\_\_\_ Date

\_\_\_\_\_  
Ryan Heron  
Chief Negotiator  
United Public Employees of California  
Local 792  
\_\_\_\_\_ Date

\_\_\_\_\_  
Larry Hampson  
Unit Member Negotiator  
Monterey Peninsula Water Mgt. Dist. Management Unit  
\_\_\_\_\_ Date

\_\_\_\_\_  
Beverly Chaney  
Unit Member Negotiator  
Monterey Peninsula Water Mgt. Dist. General Unit  
\_\_\_\_\_ Date

\_\_\_\_\_  
Thomas Christensen  
Unit Member Negotiator  
Monterey Peninsula Water Mgt. Dist. General Unit  
\_\_\_\_\_ Date

## **APPENDIX A - JOB CLASSIFICATIONS - GENERAL BARGAINING UNIT**

Accountant  
Assistant Fisheries Biologist  
Associate Fisheries Biologist  
Assistant Hydrologist  
Associate Hydrologist  
Assistant Water Resources Engineer  
Community Relations Liaison  
Conservation Analyst  
Conservation Representative I/II  
Conservation Technician I/II  
Fisheries Technician  
Geographical Information Systems Specialist  
Hydrography Programs Coordinator  
Hydrology Technician  
Information Technology Manager  
Office Services Supervisor  
Office Specialist I/II  
Project Manager/Public Information Representative  
Riparian Projects Coordinator  
River Maintenance Specialist  
River Maintenance Worker  
Senior Fishery Biologist  
Senior Hydrogeologist  
Senior Hydrologist  
Senior Water Resources Engineer  
Water Resources Engineer

## **APPENDIX B - PERSONNEL COMPENSATION POLICY**

### A. PURPOSE:

The purpose of this policy is to detail the Monterey Peninsula Water Management District's (or "District's") policy for setting the compensation for its employees. The District's compensation policy is important since it establishes the framework in which compensation decisions are made. Adoption of this policy by the District shows consensus regarding the District's compensation practices, and the information presented in each of the following areas will assist District staff in managing the plan over time:

1. Compensation Goals and Objectives
2. Criteria for Selection of Labor Market Survey Agencies
3. Use of Private Sector Employers
4. Labor Market Position
5. Point of Comparison
6. Survey Classification Selection
7. Compensation Survey Scope

### B. COMPENSATION GOALS AND OBJECTIVES

The District's compensation plan is an important element of its personnel system and should accomplish the following goals and objectives:

1. Ensure that the Monterey Peninsula Water Management District has the ability to attract and retain well-qualified personnel
2. Provide a defensible and technically sound basis for compensating employees
3. Allow flexibility and adaptability for making District-wide compensation decisions based on changing market conditions
4. Recognize the Monterey Peninsula Water Management District's responsibility as a public agency in establishing a pay plan which is consistent with prudent public practices
5. Ensure that the District's compensation practices are competitive and consistent with those of comparable employers

### C. CRITERIA FOR SELECTION OF LABOR MARKET SURVEY AGENCIES

The general objective in selecting survey agencies is to define as accurately as possible the District's "labor market." A labor market is generally that group of

agencies with which the District competes in terms of recruiting and retaining personnel. Because of the uniqueness of the Monterey Peninsula Water Management District, the selection of the labor market survey agencies for the District involves the analysis of a variety of (special) factors. In order to select a list of comparable agencies, the following guidelines should be used:

1. Geographic Proximity Since the Monterey Peninsula Water Management District resides within Monterey County, competing area agencies within this county and/or its closest adjacent counties are the primary survey agencies to consider. Ideally, the geographic area should be limited to a region, which contains a sufficient number of comparably sized agencies (these are arguably the District's closest market competitors). Since, in the case of the Monterey Peninsula Water Management District, insufficient comparable water management agencies exist within close geographic proximity, a more extensive regional labor market is necessary.
2. Employer Size While employer size is a consideration, it is more important to find agencies which provide similar services within the geographic region. Since there are not many agencies which fit this initial criterion, size should not be used as a key selection component in Monterey Peninsula Water Management District's case.
3. Nature of Services Provided Another criterion typically utilized in identifying an organization's labor market is the nature of services provided. This criterion is important for the following reasons:
  - a) Employers who provide similar services are most likely to compete with one another for employees
  - b) These employers are most likely to have comparable jobs
  - c) These employers are most likely to have similar organizational and economic characteristics

This factor requires that the labor market include a significant number of comparable water agencies. This is difficult in the case of the Monterey Peninsula Water Management District, given the water and resource management role of the agency.

4. Cost of Living Differences To ensure consistency in the cost of living of each survey location, a cost of living index should be used for comparison with the District. This index identifies the percentage difference in cost of living between each survey location and the Monterey Peninsula Water Management District. Any location with a cost of living index greater than 100 has a higher cost of living while indices less than 100 indicate a lower cost of living. Generally, differences of less than five percent are not

statistically significant. The use of a cost of living index minimizes the possibility of significant data skewing.

While it is impossible to find agencies that are exactly comparable to the Monterey Peninsula Water Management District, the agencies selected should provide a representative "picture" of comparable agencies. In order to ensure that a sufficient and valid sample of data is collected, 12 to 15 survey agencies should be used. The agencies used for comparison will be subject to review and revision in future compensation studies.

E. LABOR MARKET POSITION

It is necessary for the District Board of Directors to define the position in the labor market at which the District desires to compete. Considering that the survey agencies represent both a comprehensive and balanced set of employers, it is recommended that all initial analyses be based on the labor market *median*, versus the mean (average) or a percentile rank based statistic, in which a percentage of the data is above or below a specific point. The market median is the most stable statistical measure, in which half of the data is above the median and half the data is below. This statistic is based on the ranking of the data and represents the "middle" of the data set. The median statistic is stable for highly variable data sets and will not be significantly skewed by unusually high or low payers, or the addition of some larger survey agencies. Some key elements for consideration when setting the labor market position include:

1. The District's ability to pay
2. Priority of compensation versus other expenditures
3. Recruitment and retention problems
4. Private sector trends and their priority
5. Quality of staff required

A solid, defensible labor market position relies on a balancing of these factors in order to meet the District's compensation goals and objectives. This compensation policy sets the labor market median as the labor market position for the Monterey Peninsula Water Management District. The District may choose to place certain classes above the market median when characteristics unique to the District's position vs. labor market comparable positions, merit this consideration. For example:

1. Difficulty in recruitment and retention
2. High public contact and/or visibility
3. High level of responsibility and autonomy



F. POINT OF COMPARISON

When comparing District salaries with market agencies, it is important to establish a consistent point of comparison. Since all the agencies used in the market survey utilize pay range structures, a critical analysis is needed to find the salary range “control point.” This is the top step or range maximum for those agencies that use the range maximum as the control point. Control point salaries are used if the agency’s range structure utilizes a mid-point or similar reference point. The range control point is that point in the salary range that:

1. Is used to “anchor” the pay range to the labor market
2. Employees will attain through step increases or other increases based on satisfactory performance (range progression beyond the control point is usually based on superior job performance)

Since the District allows employees to reach the range maximum through usual salary range progression, the range maximum is used as the point of comparison with the market agencies.

G. SURVEY CLASSIFICATION SELECTION

Survey classifications represent a sample of all classifications contained in the District's classification plan and provide a reference point for the extrapolation of salary recommendations for non-survey classes. The criteria utilized in selecting these survey classifications are as follows:

1. Survey classes should have a clear and identifiable relationship to other classes in their occupational group. This assures that they will make good references in relating and establishing salaries for other classes.
2. They should be reasonably well known, and clearly and concisely described.
3. They should be commonly used classes such that counterparts may readily be found in other agencies in order to ensure that sufficient compensation data will be compiled.

These factors ensure that appropriate data can be collected in order to select benchmark classes and to determine appropriate internal salary relationships. Because of the size of the District and the unique characteristics of certain job classes, all job families should be represented in the scope of the survey.

H. COMPENSATION SURVEY SCOPE

A systematic methodology and approach supporting the collection and analysis of labor market survey data will provide the District with the guidelines it needs to update the survey in future years.

In addition to collecting base salary information, total compensation data should also be obtained.

A systematic approach taken to collect the survey data will ensure the accuracy of the labor market data and will also serve to assist the District in maintaining a consistent, fair, and defensible compensation plan over time.

Future classification/compensation surveys will be considered as changes in the labor market become apparent, the District experiences difficulty in recruitment, hiring, or employee retention, or at such other times deemed appropriate by the Board.

**ATTACHMENT A – SALARY CHART PRIOR TO SALARY SURVEY ADJUSTMENT**

## Attachment A

### MPWMD SALARY SCHEDULE

Rates Effective July 1, 2016

POSITION LISTING FOR FY 2016-2017

Rates by Step on Monthly Basis						
RANGE	A	B	C	D	E	ANNUAL
1	2853.93	2979.64	3111.90	3250.71	3396.09	40753.08
2	2916.25	3047.41	3181.85	3323.95	3472.60	41671.20
3	2980.73	3112.99	3252.89	3398.27	3552.40	42628.80
4	3048.50	3182.94	3325.05	3473.70	3631.09	43573.08
5	3115.17	3254.00	3399.36	3553.49	3714.17	44570.04
6	3184.04	3328.32	3475.88	3633.28	3798.33	45579.96
7	3256.18	3401.54	3555.67	3715.26	3883.58	46602.96
8	3329.41	3476.97	3635.47	3799.42	3973.21	47678.52
9	3402.66	3556.77	3717.45	3886.86	4059.57	48714.84
10	3479.15	3636.56	3801.61	3974.31	4157.93	49895.16
11	3558.95	3720.72	3890.15	4067.22	4251.94	51023.28
12	3638.74	3803.79	3976.50	4161.22	4351.41	52216.92
13	3721.81	3891.24	4068.31	4254.13	4450.88	53410.56
14	3804.88	3979.78	4163.40	4353.59	4554.72	54656.64
15	3893.42	4070.50	4256.32	4453.06	4659.65	55915.80
16	3981.96	4165.59	4355.78	4556.91	4767.85	57214.20
17	4072.68	4258.50	4455.24	4661.84	4879.36	58552.32
18	4166.68	4357.96	4559.09	4770.05	4990.84	59890.08
19	4261.78	4457.44	4664.03	4882.63	5106.71	61280.52
20	4360.15	4561.27	4773.33	4994.12	5228.02	62736.24
21	4460.71	4666.21	4884.82	5112.17	5350.46	64205.52
22	4563.46	4776.60	4997.40	5230.22	5473.97	65687.64
23	4668.39	4887.00	5114.35	5352.64	5602.94	67235.28
24	4778.79	5000.68	5233.50	5476.15	5735.20	68822.40
25	4964.61	5199.60	5448.82	5706.79	5981.14	71773.68
26	5002.86	5235.69	5479.44	5738.48	6008.46	72101.52
27	5119.81	5358.10	5609.50	5871.83	6149.47	73793.64
28	5237.87	5481.62	5741.76	6010.65	6293.74	75524.88
29	5360.28	5613.87	5876.20	6152.75	6444.59	77335.08
30	5486.00	5743.95	6013.93	6298.12	6595.43	79145.16
31	5616.06	5879.49	6156.02	6447.87	6751.73	81020.76
32	5747.22	6017.21	6302.50	6617.63	6948.50	83382.00
33	5882.76	6160.39	6452.24	6757.20	7076.37	84916.44
34	6021.58	6306.87	6603.08	6917.87	7245.79	86949.48
35	6164.78	6455.51	6760.48	7082.93	7418.48	89021.76
36	6310.14	6609.64	6922.25	7250.16	7595.56	91146.72
37	6458.79	6764.85	7086.20	7423.96	7778.11	93337.32
38	6612.92	6925.52	7255.63	7599.94	7963.92	95567.04
39	6768.13	7089.48	7427.24	7782.47	8154.11	97849.32
40	6928.81	7258.91	7604.30	7968.30	8349.77	100197.24
41	7093.86	7431.60	7785.76	8157.39	8549.79	102597.48
42	7263.28	7607.58	7971.57	8354.14	8756.37	105076.44
43	7434.89	7791.22	8161.76	8555.25	8965.15	107581.80
44	7614.15	7975.95	8358.51	8760.76	9181.57	110178.84
45	7796.68	8168.32	8560.72	8970.61	9402.37	112828.44
46	7982.50	8362.88	8765.12	9187.03	9629.72	115556.64
47	8256.85	8656.91	9077.73	9519.32	9982.77	119793.24
48	8368.35	8769.49	9191.40	9635.19	10099.74	121196.88
49	8569.47	8980.46	9413.29	9868.00	10343.49	124121.88
50	8773.87	9196.88	9639.56	10105.20	10593.79	127125.48
51	8985.92	9418.76	9872.37	10350.04	10850.65	130207.80
52	9202.34	9645.02	10110.66	10599.26	11110.80	133329.60
53	9665.11	10135.61	10631.73	11149.05	11693.13	140317.56
54	9649.39	10116.12	10604.72	11117.36	11658.42	139901.04
55	10006.82	10494.32	11006.96	11544.72	12108.74	145304.88
56	10122.68	10610.17	11127.19	11663.87	12231.17	146774.04
57	10366.42	10868.14	11394.98	11948.06	12528.47	150341.64
58	10616.75	11132.65	11671.53	12238.82	12832.35	153988.20
59	10873.61	11402.64	11953.53	12535.04	13144.95	157739.40
60	11138.12	11676.99	12246.46	12839.99	13467.40	161608.80

Office Specialist I

Office Specialist II

River Maintenance Worker

Office Services Supervisor / Conservaton Rep I / River Maintenance Specialist

Conservation Technician II

Conservation Representative II  
Executive Assistant

Accountant / Conservation Analyst / HR Analyst / GIS Specialist

Associate Fisheries Biologist / Associate Hydrologist

Riparian Proj Coord / Hydrography Prog Coord /Asst Water Res Engineer  
Senior Fisheries Biologist

Water Demand Mgr /Project Mgr /Sr. Hydrogeologist/Water Res Engineer

Information Technology Manager

Water Resources Manager

Senior Water Resources Engineer

Administrative Services Manager/Chief Financial Officer

Planning and Engineering Manager/District Engineer

**ATTACHMENT B – SALARY CHART AFTER SALARY SURVEY ADJUSTMENT**

# Attachment B

## MPWMD SALARY SCHEDULE

General, Management & Confidential Unit  
Rates Effective with Salary Survey Adjustment  
Position Listing for FY 2016-2017

Percentages between Ranges:	2.5%
Percentages between Steps:	5.0%
COLA Percentage Increase:	3.0%

RANGE	Rates by Step on Monthly Basis					STEP E	CLASSIFICATION
	A	B	C	D	E	ANNUAL	
1	2,793	2,933	3,080	3,234	3,396	40,752	
2	2,863	3,006	3,156	3,314	3,480	41,760	
3	2,935	3,082	3,236	3,398	3,568	42,816	
4	3,008	3,158	3,316	3,482	3,656	43,872	
5	3,083	3,237	3,399	3,569	3,747	44,964	
6	3,160	3,318	3,484	3,658	3,841	46,092	
7	3,239	3,401	3,571	3,750	3,938	47,256	
8	3,320	3,486	3,660	3,843	4,035	48,420	Office Specialist I
9	3,403	3,573	3,752	3,940	4,137	49,644	
10	3,488	3,662	3,845	4,037	4,239	50,868	
11	3,575	3,754	3,942	4,139	4,346	52,152	
12	3,664	3,847	4,039	4,241	4,453	53,436	Office Specialist II
13	3,756	3,944	4,141	4,348	4,565	54,780	
14	3,850	4,043	4,245	4,457	4,680	56,160	
15	3,946	4,143	4,350	4,568	4,796	57,552	
16	4,045	4,247	4,459	4,682	4,916	58,992	
17	4,146	4,353	4,571	4,800	5,040	60,480	River Maint. Worker
18	4,250	4,463	4,686	4,920	5,166	61,992	
19	4,356	4,574	4,803	5,043	5,295	63,540	Office Services Sup.
20	4,465	4,688	4,922	5,168	5,426	65,112	
21	4,577	4,806	5,046	5,298	5,563	66,756	River Maint. Specialist
22	4,691	4,926	5,172	5,431	5,703	68,436	
23	4,808	5,048	5,300	5,565	5,843	70,116	
24	4,928	5,174	5,433	5,705	5,990	71,880	
25	5,051	5,304	5,569	5,847	6,139	73,668	
26	5,177	5,436	5,708	5,993	6,293	75,516	Exec. Asst./Cons. Rep. I
27	5,306	5,571	5,850	6,143	6,450	77,400	
28	5,439	5,711	5,997	6,297	6,612	79,344	GIS Specialist
29	5,575	5,854	6,147	6,454	6,777	81,324	Accountant/Cons. Technician
30	5,714	6,000	6,300	6,615	6,946	83,352	Cons. Rep. II
31	5,857	6,150	6,458	6,781	7,120	85,440	HR Analyst/Assoc. Hydrologist
32	6,003	6,303	6,618	6,949	7,296	87,552	
33	6,153	6,461	6,784	7,123	7,479	89,748	Assoc. Fisheries Biologist
34	6,307	6,622	6,953	7,301	7,666	91,992	
35	6,465	6,788	7,127	7,483	7,857	94,284	Cons. Analyst
36	6,627	6,958	7,306	7,671	8,055	96,660	
37	6,793	7,133	7,490	7,865	8,258	99,096	
38	6,963	7,311	7,677	8,061	8,464	101,568	Hydrography Proj. Cord.
39	7,137	7,494	7,869	8,262	8,675	104,100	
40	7,315	7,681	8,065	8,468	8,891	106,692	
41	7,498	7,873	8,267	8,680	9,114	109,368	
42	7,685	8,069	8,472	8,896	9,341	112,092	WR Engineer/Riparian Proj. Cord.
43	7,877	8,271	8,685	9,119	9,575	114,900	IT Mgr/Snr. Fisheries Biologist
44	8,074	8,478	8,902	9,347	9,814	117,768	
45	8,276	8,690	9,125	9,581	10,060	120,720	
46	8,483	8,907	9,352	9,820	10,311	123,732	
47	8,695	9,130	9,587	10,066	10,569	126,828	
48	8,912	9,358	9,826	10,317	10,833	129,996	WDD Mgr
49	9,135	9,592	10,072	10,576	11,105	133,260	Snr. Hydrogeologist
50	9,363	9,831	10,323	10,839	11,381	136,572	
51	9,597	10,077	10,581	11,110	11,666	139,992	
52	9,837	10,329	10,845	11,387	11,956	143,472	
53	10,083	10,587	11,116	11,672	12,256	147,072	
54	10,335	10,852	11,395	11,965	12,563	150,756	
55	10,593	11,123	11,679	12,263	12,876	154,512	ASD Mgr/P&E Mgr
56	10,858	11,401	11,971	12,570	13,199	158,388	
57	11,129	11,685	12,269	12,882	13,526	162,312	
58	11,407	11,977	12,576	13,205	13,865	166,380	
59	11,692	12,277	12,891	13,536	14,213	170,556	
60	11,984	12,583	13,212	13,873	14,567	174,804	

**ATTACHMENT C – SALARY RANGE ADJUSTMENTS BY POSITION AFTER  
SALARY SURVEY ADJUSTMENT**

## Attachment C

**SALARY SURVEY ADJUSTMENT  
FROM CURRENT RANGE AND STEP  
TO REVISED RANGES AND STEPS AFTER SURVEY IMPLEMENTED**

	<b>Current Range</b>	<b>Revised Range</b>
<u>ASD Mgr/CFO</u>	53 E	55 E
<u>P&amp;E Mgr/District Engineer</u>	55 E	55 E
<u>Water Resources Manager</u>		
<u>Senior Hydrogeologist</u>	43 E	49 E
<u>Water Demand Manager</u>	43 E	48 E
<u>Information Technology Mgr</u>	45 E	43 E
<u>Senior Fisheries Biologist</u>	39 E	43 E
<u>Water Resources Engineer</u>	43 B	42 B
<u>Riparian Projects Coordinator</u>	38 E	42 E
<u>Hydrography Prog Coordinator</u>	39 E	38 E
<u>GIS Specialist</u>	30 E	28 E
<u>Conservation Analyst</u>	30 E	35 E
<u>Conservation Analyst</u>	30 E	35 E
<u>Associate Fisheries Biologist</u>	33 E	33 E
<u>Associate Fisheries Biologist</u>	33 E	33 E
<u>HR Analyst</u>		
<u>Associate Hydrologist</u>	33 E	31 E
<u>Accountant</u>	30 E	29 E
<u>Conservation Technician</u>	22 E	29 E
<u>Executive Assistant</u>	25 E	26 E
<u>Conservation Representative I</u>	20 B	26 C
<u>Conservation Representative I</u>	20 B	26 C
<u>River Maintenance Specialist</u>	20 E	21 E
<u>Office Services Sup</u>	20 E	19 E
<u>River Maintenance Worker</u>	18 E	17 E
<u>Office Specialist</u>	12 E	12 E

10/7/2016