Memorandum of Understanding

Between

Heritage Ranch Community Services Employees Association

And

Heritage Ranch Community Services District

July 1, 2020 to June 30, 2022

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1.0 PARTIES TO AGREEMENT

This Memorandum of Understanding (Agreement) is made and entered into this July 1, 2020, by and between the HERITAGE RANCH COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS, hereinafter referred to as "District" and the HERITAGE RANCH COMMUNITY SERVICES EMPLOYEES ASSOCIATION, hereinafter referred to as the "Association." The Association includes all regular employees of the District.

This Agreement incorporates those provisions of the Personnel Policy Guide and Employee Handbook ("Handbook") currently in effect to the extent not inconsistent herewith. The District reserves the right to add benefits and other items to the Handbook so long as they improve or increase benefits, protections, and clarifications which do not detract from or decrease the statements of this Agreement. As deemed necessary by the Board of Directors, the Handbook may be revised by insertions of dated revision pages. Revisions to the Handbook which affect the terms or conditions of this Agreement will be accomplished by the District and Association approving an addendum to the Agreement.

2.0 EMPLOYEE RIGHTS

Employees of the District shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to, wages, hours and other terms and conditions of employment. Employees of the District also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the District. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

3.0 EXEMPT EMPLOYEES

Exempt employees will not be represented by the Association in any matter covered by this Agreement. Only the Board of Directors has the right to determine what positions are exempt and the following are declared to be exempt: General Manager, Assistant General Manager, Operations Manager, seasonal employees, temporary employees, and contract employees.

4.0 ASSOCIATION RIGHTS

A. Notification to the Association: Except in cases of emergencies, the District shall notify the Association prior to making substantial changes that cover matters within the scope of representation.

B. The District and the Association agree that no more than two (2) bargaining unit representatives shall be allowed to meet with the District management on District time during normal working hours for the purposes of meeting and conferring the negotiation or re-negotiations of this agreement without loss of compensation or benefits.

5.0 MANAGEMENT'S AUTHORITY

The Association recognizes and agrees that the District has and will retain the right to manage the District and to direct the working forces, make assignments, determine work locations, and determine any employee's ability, skill and competency, and to hire, promote and for just cause discharge any employee, in accordance with applicable law. The exercise of such rights does not preclude employees or their Association representatives, as defined in Section 4.0 of this Agreement, from conferring or raising objections about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment as elsewhere provided in this Agreement. The Association will ensure that the Association and its members will cooperate with the District to provide, as deemed necessary by the District, for the operation of the District under methods which will further to the fullest extent possible, the safety of the employees, District customers and contractors, District Directors, guests or users. The Association shall extend this same cooperation to ensure the economy of operation, quality of output, cleanliness of the District; and protection of persons, equipment, and property. It is furthermore agreed that it is the duty of the District and the employees to cooperate for the advancement of said conditions.

6.0 NON-DISCRIMINATION

The District and the Association agree that the provisions of this agreement shall apply equally to all employees without discrimination because of race, creed, age, sex, national origin, marital status, and disability, and sexual preference, political or religious affiliations. However, the Association agrees that it shall not support or campaign on District property for or against any of the above, except as provided by law and the terms of this Agreement.

7.0 COST OF LIVING ADJUSTMENT

The District agrees to increase the salary ranges of all represented and eligible positions by 3% effective the first full payroll following July 1 of each year of this agreement beginning July 1, 2020, and ending July 1, 2021.

8.0 PENSION AND HEALTH BENEFITS

The District's benefit program includes group health benefits, including medical, and a reimbursable dental, vision, life/disability insurance, and medical co-pay cost for eligible employees. Coverage is also available for eligible dependents of eligible employees. Regular full-time employees and regular part-time employees regularly scheduled to work twenty (20) or more hours per week (excluding overtime) on a continuing basis are eligible for these health benefits.

The District also contributes to a pension plan for all regular full-time employees and part-time employees regularly scheduled to work twenty (20) or more hours per week (excluding overtime) on a continuing basis.

While this Agreement does not restate all of the features of the benefit programs, it provides brief summaries of some of the key provisions. It is important to remember that additional terms and conditions apply, and may impact eligibility and level of benefits. As

a result, if there is any real or apparent conflict between this Agreement and the information set forth in official benefit plan documents, the provisions in the official plan documents control. Employees are encouraged to review the official plan documents for complete information.

8.1 Pension Contributions

The District participates in the California Public Employee Retirement System (CalPERS). The District's CalPERS plan agreement is the 2.5% @ 55 formula for existing employees hired prior to August 20, 2011. Employees hired after August 20, 2011 that meet the definition of an existing member of the CalPERS system will participate in the 2% @ 55 formula. Employees hired August 20, 2011, that do not meet the definition of a CalPERS existing member will participate in the 2% @ 62 formula. The District does not participate in the Federal Retirement System (Social Security) for regular full-time employees and part-time employees regularly scheduled to work twenty (20) or more hours per week. Social Security payments are made for all part-time (less than 20 hours worked per week), temporary, or seasonal employees.

The District agrees to contribute employer's amount as annually calculated by the Pension Plan Administrator (CalPERS) of the reportable earnings of each regular member of the Association employed by the District for each of the pension formulas as of the date of this agreement. CalPERS determines reportable earnings and non-reportable earnings. Non-reportable earnings include but are not limited to overtime and stand-by pay.

A. Retirement Plan: The District contributes the required percentage of Employer Cost (Employer Contribution + Employer Unfunded Accrued Liability) to gross wages (excluding overtime and any other excludible compensation) to CalPERS on behalf of each eligible employee. The District does not contribute on behalf of the employees any Member Contributions. The following are the CalPERS pensions plans available at the District:

   1. First Level - for active employees hired prior to August 20, 2011, shall be enrolled in the CalPERS 2.5% @ 55 formula plan.

   2. Second Level - for employees that are hired by the District after August 20, 2011, and meet the definition of a current CalPERS employee shall be enrolled in the CalPERS 2% @ 55 formula plan.

   3. Third Level – for employees hired on or after January 1, 2013, and meet the definition of a new member CalPERS employees are subject to the Public Employees' Pension Reform Act (PEPRA). The PEPRA new member formula is 2% @ 62.

B. 1959 Survivor Benefit Allowance: This benefit provides for a monthly allowance to eligible survivors of CalPERS members who were covered for this benefit program and die before retirement. The cost to each employee is $2.00 per month. The District contributes the remaining monthly premium cost on behalf of each employee.

C. Deferred Compensation Plan: The District offers an IRS 457 Deferred Compensation Plan to its employees who are CalPERS members. This plan is provided as an optional CalPERS benefit. The District does not contribute to this plan.

8.2 Health Plan Contributions

A. Medical Insurance: Regular full-time employees and regular part-time employees who are regularly scheduled to work twenty (20) hours or more per week, and their dependents may participate in the group health as administered by the CalPERS Retirement System Health Benefit Services Division under the CalPERS Employee's Medical and Hospital Care Act with its requirements, restrictions, and conditions.

During the term of this Agreement the District shall contribute the following percentage of the premiums for employee and dependent coverage for the lowest cost plan (base plan) available in San Luis Obispo County offered through the CalPERS system:

1. 90% effective July 1, 2020.

In the event an employee elects a higher cost plan, the employee shall pay the increased cost for the plan. The District shall annually establish that medical offices located in San Luis Obispo County are accepting the lowest cost plan as published by CalPERS, and in the event that sufficient medical professionals are not participating in the plan, the second lowest cost plan will be used as the base plan.

Regular part-time employees regularly scheduled to work twenty (20) or more hours per week (excluding overtime) shall receive prorated health plan contributions based of the number of regular hours worked in the District service and all hours spent in a paid leave status from regular duties with the same premium contribution as full-time employees but reduced based on hours worked per week. The amount of the contribution shall be prorated based on a forty (40) hour work week and then further reduced by the effective premium contribution as stated above. The District contribution for the coverage for all part-time employees and their dependents as allowed under the plan is the prorated amount based on the lowest cost CalPERS Health Plan available within San Luis Obispo County. For example, when a regular part-time employee is hired for and actually works 30 hours per week, effective July 1, 2020, the District shall contribute ninety percent (90%) of seventy-five percent (75%) of the lowest cost health plan. Any cost over and above this limit would be paid by the employee.

Eligible full-time employees whose health insurance needs are adequately provided through another source, e.g., a spouse's plan or one which carries over from a previous employment, may elect not to participate in the District's plan. Those employees who have provided evidence of medical insurance coverage acceptable to the District shall receive, in lieu of medical benefits, payment of $200/month for one party coverage, $400/month for two party coverage and $600/month for 3+ party coverage in addition to their regular pay. Regular part-time employees regularly

scheduled to work twenty (20) hours or more per week may receive a prorated in lieu payment if their health insurance needs are adequately provided through another source.

The District shall provide a health care cost reimbursement plan with the same eligibility as the health plan. This plan shall be a District self-funded reimbursement plan. The plan will provide reimbursement for employees' cost of dental expenses, vision expenses, and deductible/cost share expenses related to medical insurance plans, life insurance, or disability insurance. Upon receipt of written verified payment (original receipts) by the employee to a licensed dentist, a licensed optician or optometrist, a licensed pharmacy, or a licensed medical professional, for payment of a deductible/cost share for their medical plan, or payment of a deductible/cost share for life insurance, or disability insurance, the District shall reimburse the full time employee the cost of dental services, vision services including lenses and frames, and prescriptions after deducting co-payments and credits by others, and deductible/cost share for medical plans or life/disability insurance plans. The amount of reimbursement for each full time employee per year shall not exceed $600 with no dependents, $800 with one dependent and $1,000 with two or more dependents. Funds or reimbursement credits shall not be interchanged between employees or paid to the employee upon termination for any reason. Any employee who does not use their reimbursement funds shall be allowed to convert at the end of each contract year 100% of the unused reimbursement credit to the following year. The maximum reimbursement credit that may be accumulated per employee is $5,000. Funds or reimbursement credits shall not be paid to the employee upon termination for any reason. Regular part-time employees that are regularly scheduled to work twenty (20) or more hours per week shall receive prorated reimbursement based on the number of regular hours worked in the District service and all hours spent in a paid leave status from regular duties.

8.3 Workers' Compensation Insurance

All District employees will be insured against injuries received while on the job as required by State law.

9.0 THE SALARY STEP PLAN

The salary step plan shall provide a salary range for each employee job classification. Such salary ranges will be divided into five (5) salary level steps which shall be interpreted and applied as follows:

A. "A" Step: The "A" or first step salary level will be the minimum rate and normally shall be the starting or hiring rate and shall include the six (6) months probationary period. In special cases when it is merited by experience, education, training or other qualification, the Manager may approve the hiring of a candidate for employment at a higher level.

B. "B" Step: The "B" or second step salary level may be granted to an employee after satisfactory completion of twelve (12) calendar months of continuous service at the "A" Step in one or more classifications. The adjustment shall be made only if granted by the District on a basis of a satisfactory performance evaluation.

C. "C" Step: The "C" or third step salary level may be granted to an employee who has proven to be fully satisfactory in a given (i.e., the same) classification for twelve (12) calendar months of continuous service from the granting of the previous salary step increase only if granted by the District on the basis of a satisfactory performance evaluation. The third step is an incentive advancement and is the rate at which fully-qualified, experienced and ordinarily conscientious employees may be expected to be paid.

D. "D" Step: The "D" or fourth step salary level may be granted to an employee who has proven to be fully satisfactory in a given (i.e., the same) classification for twelve (12) calendar months of continuous service from the granting of the previous salary step increase only if granted by the District on the basis of a satisfactory performance evaluation. The fourth step is reserved to reward employees whose work is above average for their class.

E. "E" Step: The "E" or fifth step salary level may be granted to an employee who has proven to be fully satisfactory in a given (i.e., the same) classification for twelve (12) calendar months of continuous service from the granting of the previous salary step increase and may be granted by the District on the basis of an above average performance evaluation. The fifth step is reserved for job performance which exceeds established standards in accordance with the job description. It may be presented to an employee who has demonstrated a sense of public service, contribution to advancement of the District's objectives and goals. Additionally, to be awarded this step, employees must have a good record of reporting to work regularly (limited sick days off) and being on time.

9.1 Advancement Base Date

The basis for the advancement date for all step advancements shall be the employee's date of hire or appointment, except as follows:

A. If the employee receives a promotion to a position resulting in the employee receiving compensation at a higher range, a new advancement date shall be based on the date of the promotion having become effective. This does not apply to employees advancing through the Operator I and II classifications (i.e. there is no change in advancement date).

B. If the employee terminates employment or is terminated from the District and is re-employed or is reappointed at a later date, that employee shall be given a new initial anniversary date which shall be the last date of employment or reappointment.

9.2 Step Increase on Promotion

A. New Introductory Employees: All newly appointed introductory employees shall be paid at the first step of the salary range for the position to which the introductory employee is appointed except as provided elsewhere herein.

B. Advanced Step Hiring: If the General Manager finds that qualified applicants have greater experience or competencies than required at the first step of the salary range, the General Manager can extend an offer higher than the first step.

C. Increase in compensation other than Cost of Living Adjustments (Step-Merit Increase): After one year in a salary step (on the employee's Anniversary Date), employees may qualify for a step merit increase to the next step, provided the employee has performed satisfactorily, and provided management has determined that a step merit increase is appropriate. All decisions about step merit increases are subject to management's sole discretion; employees are not automatically entitled to or eligible for a step merit increase. A report verifying satisfactory performance of each employee recommended for advancement shall be submitted to and approved by the General Manager prior to final action on such recommendation.

D. Promotion: Employees promoted to a position with a higher salary range shall be placed on the step of the range allocated to the new classification which would grant such employee an increase in pay no greater than two and one-half percent (2.5%). The increase may exceed two and one-half percent (2.5%) at the discretion of the General Manager, but shall not exceed the top step of the range allocated to the new classification. Employees who are promoted retain the same Anniversary Date for purposes of years of service and benefit accruals, but have a new Promotion Date for purposes of performance reviews and merit step increases.

E. Lateral Transfer: When an employee transfers to a different position or classification with similar responsibilities as his/her existing position (and has not been demoted), the affected employee shall be placed at a salary range within the new classification that is most consistent with the employee's existing salary range not to exceed Step 5 unless employee is eligible for longevity pay.

F. Supplemental Wages (for withholding purposes): The Internal Revenue Service defines supplemental wages to include bonuses, commissions, overtime pay, payments for accumulated sick leave, severance pay, awards, prizes, back pay, retroactive pay increases and payments for nondeductible moving expenses. If supplemental wages are given to the employee at the same time as the employee's regular wages are paid, the District is required to treat the sum of the payments as regular wages and withhold income taxes based on the regular payroll period using the withholding schedules. If the supplemental wage is not given to the employee at the same time as the employees regular wages are paid, the district will withhold a flat 25% for federal income tax and 6.6% for state income tax without allowing for any withholding allowances claimed by the employee.

9.3 Special Merit Advancement

The Board of Directors may, upon the recommendation of the Manager, authorize advancement of an employee to any of the last four steps, (Steps "B" through "E"), earlier than the employee normally would be eligible by virtue of length of service. Such action is reserved for very exceptional cases, and shall be approved only after being carefully analyzed. A special merit advancement need not affect or change the date of a subsequent regular merit increase.

10.0 LONGEVITY PAY

Regular full-time employees (does not include part-time hourly, regardless of number of weekly hours worked) who have worked for the District are eligible to receive longevity pay subject to the following conditions:

A. Employee must have obtained the "E" or fifth step salary level to be eligible for any longevity pay and proven to be fully satisfactory in the classification with job performance which exceeds established standards in accordance with the job classification.

B. Occupying the fifth step is not required if the employee has been promoted within the last 24 months prior to eligibility of longevity pay to a higher classification that resulted in the decrease to a lower step pursuant to Section 9.2.

C. A Leave of Absence time, as allowed for under this agreement, shall not be counted for during the review of longevity pay as described in this section.

D. Longevity pay shall be pursuant to the eligibility requirements above and the following schedule:

   1. Longevity differential for 10 years of service is two and one-half percent (2.5%).

   2. Longevity differential for 15 years of service is five percent (5%).

   3. Longevity differential for 20 years of service is seven and one-half percent (7.5%).

11.0 TYPES OF EMPLOYMENT

The Heritage Ranch Community Service District has four (4) categories of employment which are regular, temporary, seasonal, and contract.

11.1 Regular

Regular employees are those employees who are hired on a full-time basis to work forty (40) hours per week, or on a part-time basis to work for less than forty (40) hours. All regular employees, upon initial hiring or upon promotion, must serve a probationary period. Regular employees are subject to all applicable terms and conditions of this Agreement and the Personnel Manual and Policy Guide.

11.2 Probationary Period

A. The newly appointed and existing regular employee's probationary period is basically an on-the-job test with pay, "an extension of the examination process." It is a period during which the employee has an opportunity to prove himself/herself in the actual work situation. It is also a training period, and supervisors shall work conscientiously with the new or promoted employee to improve his/her work and to help him/her learn the job. It is also a period when the Manager and supervisors have the opportunity to observe and appraise the conduct, performance, attitude, adaptability and job knowledge of the employee, and to determine whether he/she is fully qualified for regular status. The probationary period will be six (6) months from the initial date of employment. A probationary employee whose work is deemed unsatisfactory can be terminated at any time during the six-month (6-month) probationary period without right of appeal.

B. The length of the probationary period of a promoted employee shall normally be ninety (90) days unless otherwise specified by the District. Any employee not continued beyond the probationary period following a promotion appointment shall be reinstated to the position from which he/she was promoted if this occurs within ninety (90) days from the promotional appointment date. Then the employee shall be reinstated to the position from which he/she was promoted, provided that a vacancy exists at the same or lower level in the classification series to which he/she would revert. If this does not occur, the District will attempt to find another suitable position at or below the level of range and step the employee held before the promotional appointment, but the District does not guarantee this will occur, except by virtue of a reclassification, within the District service. The probationary period may be extended by mutual consent as a result of an employee's poor performance evaluation. If no vacancy exists, the promoted employee shall be placed on pre-employment hire list for the period of one (1) year. Advancement to a higher grade of Treatment Operator Positions I and II are exempt from this advancement probationary section.

C. The District shall provide a newly appointed probationary employee a review of his/her performance at approximately the end of each month of the probationary period. At any time during the introductory period, the introductory employee or the District may terminate the employment relationship without cause, without compliance with the procedures set forth in Section 22, without recourse to the grievance procedure set forth in Section 23, and without prior notice. Notification of termination of the introductory employee shall be made in writing by the Manager to the employee.

11.3 Temporary / Seasonal

Temporary or seasonal employees are those employees who are appointed for a job of limited duration not to exceed one hundred eighty (180) working days. It is understood that use of this type of employment is for short-term needs of the District. Such employees are not eligible for any District funded benefits and the employee or the District can terminate the employment relationship at any time, with or without cause or advanced notice.

11.4 Contract / Casual Workers

Contract or casual workers are those employees who are appointed for a limited duration and for completion of a specific task or project. Contract or casual worker employees are employed under a mutually agreed upon employment contract, and are completely ineligible for the District-funded benefits. The Manager is authorized to retain the services of agency personnel, as needed, if short-term needs arise, such as the maternity leave of an employee may create, or an unexpected work load for brief periods of time. The use of contract or casual employees shall be reported to the Board of Directors at the Board meeting following their being contracted.

12.0 TREATMENT OPERATOR POSITION CLASSIFICATIONS

The District has four (4) classifications of water and/or wastewater treatment operators. Funding for the classifications (positions) are established by the Board of Directors and are subject to annual review through the budget process. The classification structure allows employees to progress up the treatment operator classification chart as they receive higher levels of State certification. For complete job duties of each treatment operator refer to the job descriptions. The treatment operator classification and minimum requirements are as follows:

A. Treatment Operator I: Possession of a Grade 1 Water Treatment Operator Certificate (T1) issued by the California State Water Resources Control Board (SWRCB) Drinking Water Department and the possession of a Grade 1 Water Distribution Operator Certificate (D1) issued by the California SWRCB Drinking Water Department within one (1) year of employment. Possession of a Grade I Wastewater Treatment Plant Operator Certificate issued by the California State Water Resources Control Board is desirable and qualifies for a treatment operator certificate incentive as outlined in Section 12.1.

B. Treatment Operator T2: Possession of a Grade 2 Water Treatment Operator Certificate (T2) issued by the California State Water Resources Control Board (SWRCB) Drinking Water Department, and possession of a Grade 1 Water Distribution Operator Certificate (D1) issued by the California SWRCB Drinking Water Department. Possession of a Grade I Wastewater Treatment Plant Operator Certificate issued by the California State Water Resources Control Board is desirable and qualifies for a treatment operator certificate incentive as outlined in Section 12.1.

C. Treatment Operator T3: Possession of a Grade 2 Water Treatment Operator Certificate (T2) issued by the California State Water Resources Control Board (SWRCB) Drinking Water Department; and the ability to obtain a Grade 3 Water Treatment Operator Certificate (T3) within one (1) year of employment. Possession of a Grade 2 Water Distribution Operator Certificate (D2) issued by the California SWRCB Drinking Water Department. Possession of, or ability to obtain, a Grade I Wastewater Treatment Plant Operator Certificate issued by the California SWCRB within two (2) years of employment. Possession of a Grade I Laboratory Analyst Certificate issued by the California Water Environment

Association or American Water Works Association is desirable. There is only one (1) position available in this classification.

D. Operations Manager: Possession of a Grade 2 Water Treatment Operator Certificate (T2) issued by the California State Water Resources Control Board (SWRCB) Drinking Water Department; and the ability to obtain a Grade 3 Water Treatment Operator Certificate (T3) within one (1) year of employment. Possession of a Grade II Water Distribution Operator Certificate (D2) issued by the California SWRCB Drinking Water Department. Possession of, or ability to obtain, a Grade I Wastewater Treatment Plant Operator Certificate issued by the California SWRCB within two (2) years of employment. There is only one (1) position available in this classification.

12.1 Certification/License/Pay Adjustments

When not within the relevant job classification (job description), and of benefit to the District, as determined by the General Manager, the following certifications will be subject to pay adjustments to the following classification, with no employee receiving more than two adjustments, or 7.5%:

A. Treatment Operator I classification (Range 28) shall be eligible for a 5% increase to Range 30 for possession of a Grade I Wastewater Treatment Plant Operator Certificate issued by the SWRCB.

B. Treatment Operator II classification (Range 32) shall be eligible for a 5% increase to Range 34 for possession of a Grade I Wastewater Treatment Plant Operator Certificate issued by the SWRCB.

C. Any position shall be eligible for a 2.5% range increase for designation and performance as the District's Laboratory Technician after obtaining a certificate or completion of training attesting to the Lab Technician's experience and knowledge of the District's wastewater lab duties and after recommendation by the Operations Manager and approved by the Manager. The acceptable certificate and/or training shall be mutually agreed to by the Operations Manager and the Manager. Only one (1) treatment operator may be designated as the Laboratory Technician at any time.

12.2 Treatment Certification Higher than Required by Plant Classification – Bonus

When an Employee obtains Water Treatment Operator Certificate issued by the California State Water Resources Control Board (SWRCB) Drinking Water Department or a Wastewater Treatment Plant Operator Certificate issued by the California SWRCB that is of a higher grade than required for plant operations the employee is eligible for a one-time pay bonus pursuant to the following requirements and schedule:

A. Any Treatment Operator shall be eligible for a $500 bonus for possession of a Grade 4 (T4) Water Treatment Plant Operator Certificate issued by the SWRCB-Drinking Water Department.

B. Any Treatment Operator shall be eligible for a $500 bonus for possession of a Grade II Wastewater Treatment Plant Operator Certificate issued by the SWRCB.

C. Treatment Operators I or II shall be eligible for a $500 bonus for possession of a Grade 3 (T3) Water Treatment Plant Operator Certificate issued by the SWRCB-Drinking Water Department.

D. If the District incorporates higher treatment certificates grades for any of its water or wastewater treatment plants operations classification in the future due to a higher plant grade designates by the SWRCB, the bonus program of this section shall no longer be applicable.

E. There is no pay bonus for any Water Distribution Operator Certificates.

F. The total pay bonus that can be received by any single employee is $1,000.

13.0 OUT-OF-CLASS ASSIGNMENT

As used herein, "Out-Of-Class Assignment" means the authorized full-time performance of all significant duties of an authorized vacant District position by a current District employee. When a current employee, in accordance with the policy set forth below, performs an out-of-class assignment in a position with a higher pay range, he/she shall be compensated at the greater of a five percent (5%) increase in his/her salary, or compensated under the closest step to a five percent (5%) increase of the position to which he/she has been temporarily assigned during the period of out-of-class assignment.

The Manager may authorize in writing the out-of-class assignment of a current District employee when, because of termination or unavailability of a District employee, an authorized District position becomes vacant and is expected to remain vacant for more than fifteen (15) working days, except for vacancies resulting from vacation in which case there will be no adjustment.

14.0 HOURS OF WORK AND OVERTIME COMPENSATION

A. Paydays. The salaries and wages of all District employees shall be paid bi-weekly every other Friday. The two-week pay period begins on Saturday at 12:01 a.m. and ends two weeks thereafter on Friday at midnight. In the event a payday falls on one of the holidays listed, the immediately previous working day shall become the payday. Upon request, District employees can be paid via direct deposit into a personal bank account.

B. Workweek: The work-week shall consist of seven (7) consecutive days from 12:01 a.m. Saturday through midnight Friday.

C. Workday Hours: The regular hours of work each day shall be consecutive except for interruptions for meal periods. The regular working day for the operations department is generally 7:00 a.m. until 3:30 p.m. Employees shall be at their assigned work location, ready to start work at 7:00 a.m. Employees who are required to wear uniforms shall be in uniform at their designated jobsite at 7:00 a.m. Employees are required to record their work time (including start of shift, meal breaks, and end of shift). Hours worked can be rounded to the nearest 1/10th of an hour.

D. Meal Periods and Rest Breaks: Employees are provided with a half-hour (30 minutes) break for lunch, a mid-morning break of fifteen (15), minutes and a mid-

afternoon break of fifteen (15) minutes. Break time must be used on a daily basis. Time allocated to breaks may not be accumulated or used to come in late, leave early, or add to a meal period. All fifteen (15) minute breaks must be taken on the job site or other assigned work location, as that time is compensable.

E. Alternate Schedules: The General Manager, or his/her designee, may authorize flexible work schedules with different starting and ending times, provided it does not interfere with the regular workload of the District. The General Manager, or designee, can also require employees to vary their workday hours when needed for operational or other business purposes.

F. Clean-up: In addition to the 30-minute break for lunch, five (5) minutes of paid time will be allowed at the commencement of the meal period for employees to clean up (such as washing hands). At the end of the workday, ten minutes of paid time is allowed to operations staff to clean up and change out of required uniform (this will begin no sooner than 3:20 p.m. based on a regular work day schedule concluding at 3:30 p.m.).

G. Tardiness: If an employee cannot report for work at the scheduled start time, then that employee is required to notify his/her immediate supervisor before his or her scheduled start time. Tardiness shall be cause for disciplinary action.

14.1 Overtime

A. Overtime Discouraged: The District discourages overtime whenever possible.

B. Overtime Approval Required: Employees should not work overtime without first obtaining approval from his or her supervisor or the General Manager.

C. Overtime Calculation: All time which an employee spends in a pay status shall be considered in establishing the employee's normal regularly scheduled forty-hour (40-hour) work week. Any overtime worked by a regular part-time employee shall not be included or considered in calculating prorated benefits under this Agreement. Rather, such pro rata calculations shall be based on the number of hours regularly scheduled to be worked by the employee as compared with a full-time schedule. When overtime is necessary and authorized by the General Manager or designated supervisor, it shall be paid as follows:

1. Time worked in excess of forty (40) hours in a work-week.
2. Time worked in excess of eight (8) hours in a work day (or regular scheduled shift).
3. Time worked on a designated holiday.
4. Overtime compensation will not be paid to Exempt Employees.
5. Compensation for overtime is paid at a rate of one and one-half times the employee’s regular hourly rate.
6. Work after twelve (12) hours in any one work day (or regular scheduled shift) shall be compensated at twice the employee's regular rate of pay

D. Compensatory Time Off: In place of overtime pay, an employee may request compensatory time off (CTO), which may be approved if the District so deems that CTO will not have any adverse effect on operations, scheduling, or expectations of the public and others served by the District. Any request for time off as a substitute for overtime compensation must be made in writing in advance and will only be allowed if the employee has less than 60 hours of accrued CTO, and the employee is regularly scheduled to work no less than 40 hours per week. In this case, CTO will accrue at the rate of one and one half (1-1/2) times the hours worked if compensatory time off is allowed. The maximum allowed employee accrual of CTO is sixty (60) hours.

Compensation as provided herein, shall not be granted to any employee for services for which the employee has been otherwise compensated. For purposes of this section, compensation for paid time off shall be considered as compensation for services rendered.

The employee shall be permitted to schedule the use of CTO, at the discretion of the District as stated above, provided the employee requests the time off at least two work days in advance. If the requested time off is not granted, the immediate supervisor and the employee shall meet to select an alternative date. If no alternative date is available, the employee shall be paid in cash in lieu of receiving time off. Compensated overtime shall be paid to the nearest five (5) minutes worked.

14.2 Standby Policy

The District requires standby work for some employment classifications and provides standby pay in accordance with the following policy:

A. Schedule: A written schedule shall be maintained by the Operations Manager whereby all operations staff qualified for and designated for standby duty shall be assigned, on a rotational basis, to be on standby and subject to call out on weekends, holidays, and other times not considered regular hours of work for District employees.

B. Notification. An employee on standby duty will be required to wear a cell phone or pager and remain in the local area where service is active. The standby employee may pursue any personal activity which leaves him/her available to promptly respond to paged calls for response to operational problems or emergencies. The standby employee shall refrain from activities which might impair his/her assigned duties upon call. Notification of the need for emergency repair/maintenance work may also be given verbally, in person or telephonically, by the General Manager or Operations Manager, or by the employee's immediate supervisor.

C. Reporting Requirement: When an employee is on standby, he/she shall be free to utilize his/her time as desired for personal pursuits, but must be fit for duty, ready, willing, and able to arrive at District facilities within thirty (30) minutes from the time of the initial call-back notification. This means that those on standby should refrain from using alcohol. If called to duty, the employee on standby shall utilize a District vehicle and be dressed in District provided uniform and use all necessary personal

protective equipment when performing scheduled rounds and when responding to call outs.

D. Standby Period: The normal standby period begins at 3:30 p.m. on any given day and ends the following day at 7:00 a.m. The schedule will be determined by the Operations Manager as described above and may include daily, consecutive days, or groups of consecutive days.

E. Standby Compensation: Standby pay shall be paid as follows:

1. An employee shall receive standby pay when assigned standby duties as outlined above. Compensation for standby shall be $2.00 per hour for the standby time. If an employee on standby receives a call, the employee shall be paid as provided in the call-out section below.
2. On certain Saturdays, Sundays, and holidays, the employee on standby is required to perform scheduled rounds, other essential duties, and various secondary duties as assigned and determined by the Operations Manager. The employee performing these tasks shall begin work no later than 9:00 a.m. and perform a minimum of four (4) hours of work. The employee shall complete scheduled rounds first, followed by other essential duties, and then any secondary duties. The employee will be paid at the overtime rate for these four (4) hours. The employee shall conclude work at 1:00 p.m., unless the employee is specifically authorized by his or her supervisor to perform more than four (4) hours of work. The employee will be compensated at the overtime rate for all hours worked.
3. Substituting Standby Coverage: Any employee agreeing to fill a shift for the standby duty person shall receive compensation at the rate of $2.00 per hour for each hour they remain on standby (Monday through Friday, excluding holidays). The assigned standby employee's compensation shall be reduced by $2.00 per hour for each hour they are not on standby. The employee originally scheduled for standby shall notify their supervisor of the substitution and shall notify the answering service.
4. Illness: An employee who is scheduled to be on standby and who does not work the regular work day due to illness is not eligible to be on standby. The employee who is scheduled to be on standby shall contact his/her immediate supervisor who will then arrange for a replacement. In instances of illness, the assigned employee will be removed from the standby schedule and will not receive any standby pay.

14.3 Call Out Pay

An employee earns call out pay when an employee is ordered to return to work after the employee has completed the employee's usual work shift and left the work site. The District adheres to the following requirements for call out pay:

A. Timing and Rate for Call Out Pay: Call out pay begins when the employee is initially called out and ends when the employee leaves the Maintenance Shop (or job site if the employee is not required to return to the Maintenance Shop) to return

home. Call out pay is paid at the rate of one and one-half times an employee's regular pay.

B. Before Regular Shift: An employee called in early to start his/her day or shift without prior reasonable notice shall also be eligible for call out pay for the time actually worked until 7:00 a.m., at which point the employee is expected to begin his/her regularly scheduled work day. An employee is not eligible for two hours of call out pay if the employee is called to work less than two hours before the commencement of his or her regular workday.

C. Working Late Does Not Qualify for Call Out Pay: If an employee stays late to complete assigned work, that is not considered a call out. The employee will be paid at the appropriate hourly rate for any such work. In that instance, hours are paid at the overtime rate only if the work otherwise qualifies as overtime (i.e., in excess of 40 hours for the workweek).

D. Minimum Pay for Call Out Duty: Subject to the limitations above, the District shall pay the employee a minimum of two (2) hours of overtime pay for a call out. An employee will not receive additional call out pay for any subsequent call outs received during the initial two hour period. Additional call outs during any two-hour minimum call out period will be considered time already paid. If actual work exceeds two (2) hours, then employees will be compensated for the time actually worked in excess of two hours. Any subsequent call out, after completion of the previous call out and after the employee has left the Maintenance Shop (or job site if the employee is not required to return to the Maintenance Shop), shall begin a new two-hour period.

E. Obligation to Advise of Fitness for Duty: If an employee is called back to work (whether on standby or otherwise), the employee is obligated to promptly disclose to his or her immediately supervisor if he or she is not fit to return to duty for any reason.

15.0 CELL PHONE AND INTERNET REIMBURSEMENT

An operations employee on standby duty will be required to wear a cell phone or pager and remain in the local area where service is active. The standby employee may pursue any personal activity which leaves him/her available to promptly respond to calls for response to operational problems or emergencies. The standby employee shall refrain from activities which might impair his/her assigned duties upon call. The standby employee shall be reimbursed on a monthly basis $80.00 for the use of their personal cell phone and internet for response to operational problems or emergencies, and to monitor/operate the water treatment plant remotely. To receive the monthly cell phone and internet reimbursement the employee must actually have at least seven (7) days of standby for the month as documented in the payroll records. The monthly cell phone and internet reimbursement shall be paid the first full payroll following the month that the employee maintains a standby status.

Other employees whose position includes the need for a cell phone may receive a cell phone allowance to reimburse for business-related costs incurred when using their personally-owned cell phones. Other employees that include the need for a cell phone for

business-related use and that shall be reimbursed on a monthly basis $40.00 are: the position of Office Supervisor.

16.0 TRAVEL ALLOWANCES

Regular employees required by the District to attend educational programs, training sessions and/or meeting functions as representatives of the District shall be compensated as provided in the Personnel Policy Manual.

Part-time employees required to attend educational programs, training sessions and/or meeting functions as representatives of the District shall be compensated the cost of training, per diem travel expenses and pro-rated salary (i.e. part-time employees will receive normally worked part-time salary for time spent in training).

17.0 HOLIDAYS

This policy shall apply to all regular and introductory employees.

A. Days Designated as Holidays: The following days shall be recognized and observed as paid holidays:

- New Year's Day; (January 1)
- Martin Luther King, Jr's Day; (as observed by the State)
- President's Day (third Monday in February);
- Memorial Day; (last Monday in May)
- Independence Day; (July 4)
- Labor Day; (1st Monday in September)
- Veteran's Day;
- Thanksgiving Day; (4th Thursday in November)
- The Friday in November immediately following the day designated as Thanksgiving Day;
- Christmas Eve Day; (December 24)
- Christmas Day; (December 25)
- All regular District employees have one floating holiday per calendar year. If not taken during the calendar year earned, the floating holiday will be forfeited.

The District may close the office to the public between Christmas and New Year's Day. During that time, employees can either take vacation or report to work on normal workdays, keeping doors closed to the public.

B. Requirements: All regular work shall be suspended and employees shall receive one (1) day's pay for each of the holidays listed above. An employee on a leave without pay will not receive holiday pay. In order to receive holiday pay, you must work the regularly scheduled work day prior to and after the holiday unless vacation has been pre-approved. If an employee is on approved vacation when a holiday occurs, the employee will receive holiday pay in lieu of vacation for the scheduled holiday. If an employee is on sick leave when a holiday occurs, the employee is not eligible for holiday pay and must use sick leave instead. If an

employee has exhausted available sick leave, then the employee's absence will be unpaid.

C. Holidays on Weekends: Whenever a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday falls on Sunday, the following Monday shall be observed as the holiday.

D. Work on Holidays: The District may, at its discretion, require an employee who is not already scheduled to work, to work on a scheduled holiday and be compensated at the rate of two and one-half times the employee's regular rate of pay or CTO (i.e. regular pay plus 1 ½ times holiday pay). All other employees required to work on a District holiday shall be compensated at their regular rate of pay for actual time worked, unless otherwise required by this Agreement.

E. Rate of Eligibility: Employees are eligible for holiday pay based on the following formulas:

Hours Worked Per Week	Proportion of Vacation, Sick, and Holiday Benefits
21-23	57.5%
24-26	65.0%
27-29	72.5%
30-32	80.0%
33-35	87.5%
36-38	95.0%
39-40	100.0%

18.0 VACATION

This policy shall apply to regular and introductory employees in all classifications.

A. Rate of Accrual: Paid vacations shall be accrued according to the following full-time equivalent schedule on an annual basis. Years of service begins when an employee becomes a regular employee. Time is not accrued for any seasonal or temporary positions. Years of service must be continuous as follows:

1. Employees with less than five years of service earn one (1) working day per month of paid employment (equivalent to 12 working days per year);
2. Employees with five to ten years of service earn one and one and one-quarter (1.25) working days per month of paid employment (equivalent to 15 working days per year);
3. Employees with more than ten years of service earn one and two-thirds (1.67) working days per month of paid employment (equivalent to 20 working days per year).

All regular employees shall accrue vacation leave on the basis of the number of regular hours worked in the District service and all hours spent in a paid leave status from regular duties, excluding any time worked as overtime or special time. Such

accrual shall take place on a pay period basis. Employees are eligible for vacation based on the following formulas:

Hours Worked Per Week	Proportion of Vacation, Sick, and Holiday Benefits
21-23	57.5%
24-26	65.0%
27-29	72.5%
30-32	80.0%
33-35	87.5%
36-38	95.0%
39-40	100.0%

B. Limitations on Accumulated Vacation Time: An employee shall be able to accrue no more than forty (40) days or three-hundred twenty (320) hours of vacation leave. Once the maximum vacation accrual is reached, vacation time will no longer be accumulated.

C. Cash-Out During Employment: Vacations are provided by the District to employees as a period of time away from work with pay for the purpose of rest, relaxation, and recreation. This respite is a benefit and is intended as an aid in maintaining the long-term and consistent productivity and contentment of the employee. As such, pay in lieu of vacation time away from work is highly discouraged. If the District would be adversely impacted by the employee taking vacation leave in excess of the (320) hours maximum, the District may elect to provide payment to the employee at their current hourly wage. Once the vacation accrual is below the maximum, vacation accrual will again start to accumulate.

D. Termination: At termination of employment for any reason, the District shall compensate the regular employee for his/her accumulated vacation time at his/her straight time rate of pay at the time of termination.

E. Paid Leave of Absence: Employees granted a leave of absence with pay or other approved leave with pay shall accrue vacation leave as otherwise regularly provided by this Agreement

F. Unpaid Status: Vacation leave shall not be accrued by any employee absent from duty after separation from District service, or during a District authorized leave of absence without pay or any other absence from duty not authorized by the District or an absence from work as a result of any disciplinary action. An employee is not permitted to borrow on future accrual of vacation benefits.

G. Holidays: If a holiday falls on a workday during an employee's vacation period, that day shall be considered as a paid holiday and not vacation time.

H. Requesting Vacation: Employees must submit vacation requests of four (4) hours or more to their supervisor in a timely manner. In the event of the need for unscheduled vacation time off of less than four (4) hours, the employee has the option to use vacation time or sick time regardless of the nature. This option of

unscheduled time off is only available if the paid time off is less than four (4) hours. Supervisors will consider requests in light of all relevant criteria, including operational concerns, seniority, scheduling issues, leave balances, timing of the request, and fairness.

I. Introductory Employees: Introductory employees accrue vacation time during their introductory period, but are not eligible to take any accrued vacation until successful completion of the introductory period.

19.0 SICK LEAVE

This policy shall apply to regular and introductory employees in all classifications. Sick leave is defined as absence from work due to illness, non-industrial injury, or quarantine due to exposure to a contagious disease.

A. Usage: Sick leave may be used for dental and doctor appointments, including the actual time spent at the appointment and a reasonable amount of time to travel to and from the appointment. The employee must report to work prior to the appointment and report back to work after the appointment, if reasonable. Employees are expected to schedule appointments so as to minimize the time away from and disruption to work. Sick leave use of less than four (4) hours may be granted for any reason if the employee has a need for unscheduled time off and cannot use CTO or vacation time.

B. Kin Care: In any calendar year, an employee may use accrued sick leave, up to the amount earned during one year of employment, to attend to the illness of an immediate family member as defined in paragraph H below. After this maximum allotment is used, employees can take accrued vacation to attend to the illness of an immediate family member in accordance with the District's rules for scheduling and taking vacation time.

C. Rate of Accrual: Employees shall earn sick leave at the rate of one (1) working day per month. There is no maximum of sick that may be earned. Employees who work overtime do not accrue any additional sick leave credit. Hours spent in a pay status shall include all regular hours worked in the District service and all hours spent in a paid leave status from regular duties, and shall exclude any hours worked as overtime or special time. Sick leave shall not be accrued by any employee absent from duty after separation from District service, or during a District authorized leave of absence without pay, or any other absence from duty not authorized by the District, or an absence from work as a result of any disciplinary action.

D. No Borrowing or Advance Accrual: An employee is not permitted to borrow on future accrual of sick benefits.

E. Unpaid Leave: Sick leave does not accrue during any unpaid leave of absence.

F. Notification Requirement: In order to receive compensation while on sick leave, the employee shall notify his/her supervisor prior to the time for beginning the regular work day that illness will prevent them from coming to work.

G. Abuse of Sick Leave: If an employee is absent due to illness, if the District reasonably suspects abuse of sick leave, if there is a pattern of sick leave usage,

or if an employee's sick leave balances are consistently maintained at a low level, a doctor's note may be required. Failure to provide a doctor's note upon request may be grounds for disciplinary action and/or denial of sick leave benefits.

H. Family Members. Accrued sick leave may be used for care of a member of an employee's immediate family defined as spouse, child, brother, sister, parents, parents in-law, step-parents, step brothers and sisters, grandparents and/or other family member, or for bereavement leave for the death of a member of the employee's immediate family. Additionally, sick leave may be used for an employee's family illness or injury and medical or dental appointments.

I. Compensation upon Separation: Employees must work a minimum of five (5) continuous years of service for the District to be eligible for any accrued sick leave compensation upon separation. This compensation is available only to employees that are separating employment for other than cause. Upon separation without cause or by retirement or any other voluntary reason, or a layoff, an employee has two options for reimbursement for accrued sick leave:

1. The employee may elect to be paid at a rate of fifty percent (50%) of the employee's total maximum accrued sick leave, not to exceed sixty-five (65) days [520 hours]. Such reimbursement shall be at the employee's salary rate at the time of separation, and shall reduce the employee's total amount of accrued sick leave to zero (0).

2. If retiring, the employee may elect to transfer their entire sick leave balance, one hundred percent (100%), to their CalPERS retirement account under the provisions of the sick leave credit contract provisions if applicable for the CalPERS formula Level the employee is classified in.

J. Sick Leave Incentive: Employees who have accrued a minimum balance of an amount equal to one hundred sixty (160) hours of sick leave shall be allowed to convert at the end of each calendar year 50% of the unused sick leave balance of the ninety six (96) hours earned for that year. The employee may elect to being paid straight time or transferring this percentage to vacation leave. This sick leave incentive will be paid with the first full pay period in January of each calendar year and can be made for up to a maximum of forty-eight (48) hours. The employee must maintain a minimum balance of 160 accrued hours of sick leave after the cash out or transfer.

K. Not Guaranteed Benefit: Sick leave is a benefit provided to employees for sporadic time off work in the event of true illness or need for medical care. Employees are not guaranteed the ability to take all sick leave that may accrue. If an employee is unable to perform the essential functions of his or her position, then the District may take steps to remove the employee from his or her position even if sick leave remains available.

L. Rate of Eligibility: Employees are eligible for sick leave based on the following formulas:

Hours Worked Per Week	Proportion of Vacation, Sick, and Holiday Benefits
21-23	57.5%
24-26	65.0%
27-29	72.5%
30-32	80.0%
33-35	87.5%
36-38	95.0%
39-40	100.0%

20.0 BEREAVEMENT LEAVE

A regular employee shall be eligible for a temporary leave of absence without loss of salary upon the death of any member of the immediate family. Such leave is available for each incident but shall be limited to 3 days (24 hours), where the death or service are within the State of California and up to five days (40 hours) where the death or service is outside the State. Bereavement Leave is limited to 40 hours annually and shall be exhausted when a total of 40 hours have been used in any calendar year. If bereavement leave has been exhausted, a covered employee may elect to use other paid leave including sick leave, if necessary, for this purpose. “Immediate family member” is defined below. The employee shall include their familial relationship to the deceased on their leave request form.

Definition of immediate family for bereavement leave
“Member(s) of Immediate Family” as used for Bereavement Leave only shall mean mother, father, husband, wife, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, guardian with whom employee has lived. The definition includes “In-Law” relationships in each case and “Step” relationships in the case of parents and children.

21.0 EDUCATIONAL INCENTIVE PLAN

The District shall pay the costs associated with management approved education and training which will enhance productivity of District employees in their current job with the District. The District shall also pay costs associated with management approved education and training which will enhance the preparation of District employees for a District position in their probable career path. To be eligible for this plan, an employee shall first submit an education plan for review and consideration by the District prior to enrollment into any education incentive program. An employee must have completed three years of full-time employment with the District and have achieved above average job performance for the last three consecutive years to be eligible for this section. The education plan submittal shall outline the classes, institute and duration. It will also estimate the total cost of the education and what portion will be requested for reimbursement.

22.0 UNIFORMS AND PROTECTIVE CLOTHING

A. This section and the annual reimbursement allowance and uniform program shall be administered by the Manager and/or designee. The Office Supervisor shall be deemed the designee unless notice is otherwise provided.

B. The District shall reimburse each operation/maintenance employee for purchase of pants/shorts, jackets, and safety shoes/work boots every fiscal year not to exceed $450 per employee. This reimbursement allowance will be available the first full payroll following July 1 of each year of this Agreement beginning July 1, 2020.

C. Employees shall order and purchase their own pants/shorts, jackets, and safety shoes/work boots. Upon receipt of written verified payment (original receipts) by the employee for the appropriate uniform attire, the District shall reimburse the employee the cost of said uniform up to the reimbursement allowance amount for the fiscal year. Funds or reimbursement credits shall not be interchanged between employees or paid to the employee upon termination for any reason.

D. In addition, the District shall purchase up to five (5) uniform shirts and two (2) hats for each operations/maintenance employee every fiscal year. This purchase shall not count towards the employee's annual reimbursement allowance. Any uniform shirts or hats needed in addition to the annual District purchase shall be the responsibility of the employee to pay for.

E. Employees shall not order uniform shirts and/or hats but shall request that the District order uniform shirts and hats using a form approved by the District. This shall also apply to the uniform and hats needed in addition to the annual District purchase.

F. Uniform reimbursement allowance shall not accrue from year to year and shall be forfeited at the end of any eligibility year in which it is not used.

G. The design and type of employee uniforms and hats shall be approved by the Manager.

H. If an employee leaves District service for any reason, any annual uniform reimbursement allowance paid shall be deducted from their last paycheck on a pro-rated basis of the months remaining in the fiscal year. For example, if six months of the year has been completed and $450 has been reimbursed, $225 will be deducted from the employee's last payroll ($450/12 * 6 = $225)

I. Employees shall be required by the District to always be in the appropriate uniform while on duty. Employees shall be responsible for their proper use and care of all items issued at District's expense. Loss or improper care of issued items may result in employees being charged by the District for lost or damaged items with appropriate salary deductions for reimbursement to the District. Excessive or unusual loss or occurrences of loss may result in disciplinary action.

J. The District shall provide employee protective and safety clothing required by the job task. Such equipment shall include, but not be limited to, safety glasses, helmets, hard hats, gloves, rubber boots, and all related safety items. The District shall retain the right to determine the minimum specifications of the safety equipment, procurement procedures and limitations and exclusions.

23.0 SEPARATION FROM DISTRICT EMPLOYMENT

A. Resignation: An employee can resign District employment at any time. To allow for proper transition of duties, the District requests, but does not require, that employees provide the District with at least two (2) weeks advance notice of resignation. On or before the effective date of the employee's resignation, employee shall immediately relinquish to his or her supervisor all District property, including but not limited to keys, phone, computer, credit cards, and any other property in the employee's possession. Resignations may only be withdrawn with the expressed written approval of the General Manager. At the General Manager's discretion, the resigning employee may be required to immediately return all District property in their possession and/or be placed on paid administrative leave for the duration of his or her employment through the resignation date.

B. Layoffs: Whenever, in the judgment of the District Board, it becomes necessary, due to the lack of work, absence of need for a position, material change in duties, curtailment of public services, lack of funds, or other economic considerations, the General Manager may layoff an employee. The General Manager shall prepare a layoff list, giving consideration to all applicable factors, including business necessity, job performance, competence and skill-set of individual employees, and longevity of service with the District (where practical). Longevity will not dictate layoff choice where other relevant factors apply.

1. Employees to be laid off shall be notified as soon as practicable and given at least fourteen (14) calendar days prior notice. A layoff is not subject to grievance or appeal.

2. Employees laid off or demoted in good standing under this policy shall be eligible for re-employment with the District. The names of all persons laid off or demoted in accordance with this policy shall be entered upon a re-employment list. If, within three (3) months of the effective date of layoff, the position held by the employee immediately prior to layoff or demotion becomes vacant, or if another position within the same class and for which the employee is qualified becomes vacant ("alternate position"), then the employee shall be offered the vacant position. Persons who decline re-employment shall be removed from the list. At the discretion of the General Manager, the re-employment list can be extended beyond the initial three (3) months.

C. Involuntary Termination: The District can terminate employment of employees who have not completed the introductory period for any reason, or no reason, in accordance with the introductory period policy. Employees who have attained regular status can be terminated for good cause in accordance with the disciplinary policy.

24.0 GRIEVANCE PROCEDURE

A. Definition:

A grievance is a written request or complaint initiated by an employee, arising out of a specific application of a policy or rule, the solution of which will involve the interpretation or application of existing rules, regulations, policies, or procedures administered by the employee's supervisor concerning wages, hours, or other terms and conditions of employment. An employee may request in writing to take vacation or non-paid leave to respond to a grievance, not to exceed one working day, with the Manager's approval.

These matters cannot be the subject of a grievance:

1. Matters reviewable under some other District administrative procedure;
2. Requests or complaints the solutions of which would require the exercise of authority, such as the adoption or amendment of a resolution, rule, regulation or policy established by the Board of Directors;
3. Requests or complaints involving the termination of an introductory or temporary employee, or the termination, suspension or demotion of a regular employee, or any other disciplinary matter;
4. Requests or complaints involving the denial or granting of merit increases, performance evaluations, suspension or denial of education assistance, verbal and/or written reprimands.

B. Grievance Procedure Steps:

1. Level I, Preliminary Informal Resolution: Any employee who believes he/she has a grievance shall present the matter orally to his/her immediate supervisor within five (5) working days after the employee knows, or reasonably should know, of the circumstances which form the basis for the alleged grievance. The immediate supervisor shall hold discussions and attempt to resolve the matter within three (3) working days after the presentation of such grievance. It is the intent of this informal meeting that at least one personal conference be held between the employee and the immediate supervisor. The supervisor shall advise the employee orally as to the outcome of the grievance.
2. Level II, General Manager: If the grievance has not been resolved to the employee's satisfaction at Level I, the grievant must present his/her grievance in writing on a form provided by the District to the General Manager within ten (10) working days after the occurrence of the act or omission giving rise to the grievance.
   The statement shall include the following:
   a. A concise statement of the grievance including specific reference to any law, policy, rule, regulation and/or instruction deemed to be violated, misapplied or misinterpreted;
   b. The circumstances involved;
   c. The decision rendered by the immediate supervisor at Level I;
   d. The specific remedy sought.

The General Manager shall attempt to communicate his/her decision within five (5) working days after receiving the grievance. Decisions will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest. Either party may request a personal conference with the other.

3. Level III, Board of Directors: If, after receipt of the written decision of the Manager, the grievance is still unresolved, the employee may appeal the decision to the Board of Directors in Closed/Open Session as mutually agreed. The Board of Directors shall schedule a meeting concerning the matter and it shall take place at the next regularly scheduled Board meeting or otherwise within ten (10) working days of receipt of the appeal. After hearing and reviewing the Board of Directors shall render a decision on the appeal within five (5) working days. The Board of Directors may hear the appeal or by Resolution, Board Order, or Ordinance, refer all grievances submitted to them to such other person or body as they deem necessary for hearing. The Board of Directors shall further determine whether or not the decision reached by such other person or body shall be final and binding or advisory in nature. The Board of Directors' decision shall be final and binding in all cases.

4. Basic Rules: If an employee does not present the grievance, or does not appeal the decision rendered regarding the grievance within the time limits specified above, the grievance shall be considered resolved.

   By agreement in writing, the parties may extend any and all time limitations of the grievance procedure. In addition, if the General Manager needs additional time within which to meaningfully respond to a grievance, the General Manager will so notify the employee. A copy of all formal grievance decisions shall be placed in the employee's permanent personnel file.

25.0 DISCIPLINARY PROCESS

The purpose of this section is to establish the types of actions for which an employee can be disciplined and the disciplinary measures that may be used.

25.1 Standard of Conduct

The District expects employees to observe a standard of conduct which will maintain an orderly, positive and productive workplace. Such a standard of conduct will benefit and protect both the District and all employees.

The discipline procedures in this section represent guidelines which the District believes are generally appropriate to govern employee conduct. They are not, however, absolute rules. The District retains discretion to determine what constitutes proper disciplinary action and procedure in each individual situation.

Behavior that violates this standard of conduct will subject employees to discipline up to and including suspension without pay or termination.

The disciplinary action used to maintain the standards of conduct will be determined in light of the facts and circumstances of each individual case. Each incident will be considered in light of a variety of factors, including:

A. The seriousness of the incident and the circumstances.

B. The employee's past conduct and length of service.

C. The nature of any previous incidents.

D. The general practice as it relates to the incident.

25.2 Grounds for Discipline

Although not exhaustive, the following list represents kinds of behavior that should be considered improper and unacceptable in the workplace, and may subject the employee to the disciplinary process. Employees are noticed that conduct not specifically listed below but which adversely affects or is otherwise detrimental to the interests of the District, other employees, or the public, may also result in disciplinary action. Discipline may be taken against an employee for "good cause." Good cause exists where any fact or set of facts, based upon relevant circumstances, may be reasonably relied upon in the exercise of discretion as a basis for disciplinary action. The following are set forth as examples only and shall not be construed as an exclusive list:

A. Fraud in securing employment.

B. Abuse of sick leave or other violation of sick leave policy.

C. Violation of any lawful or reasonable regulation or order made and given by an employee's supervisor; insubordination.

D. Use of, or possession of, intoxicating liquors or substances or other substances, such as medications, whether prescribed or not prescribed, which may have a negative effect on the employee's ability to think clearly and work safely while on duty.

E. Reporting to work under the influence of intoxicating liquors or other substances.

F. Theft or embezzlement from the District or from other District employee(s), or customers.

G. Misuse of District property.

H. Misuse of District credit cards and/or violation of purchasing policies.

I. Negligence in the performance of duties.

J. Incompetence or inefficiency.

K. Inexcusable neglect of duty.

L. Inattention to or dereliction of duties.

M. Excessive number of absences or tardiness in reporting for duty and/or unauthorized or excessive absence from assigned duties.

N. Use, possession, being under the influence of, sale/purchase or offer to sell/purchase illegal drugs and narcotics or alcohol during working hours or after working hours on District property.

O. Falsification of District records.

P. Dishonesty.

Q. Fighting or other abusive conduct toward employees or the public during working hours.

R. Improper or unauthorized operation of District vehicles or equipment.

S. Deliberate destruction or damage to District property, public property or the property of another employee.

T. Possessing unauthorized firearms on District property or during hours when the employee is employed by the District.

U. Private or personal use of District equipment, vehicles, tools or materials without prior approval of the General Manager.

V. Violation of safety rules or unsatisfactory driving record.

W. Conviction for a felony or misdemeanor.

X. Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.

Y. Harassment.

Z. Violation of District ordinance(s), rules or regulations or County, State, or Federal laws.

AA. Failure or refusal to report to work in neat, clean clothing or uniform.

BB. Negligent or unsafe conduct or operation of equipment or vehicles at, or in the course and scope, of employment.

CC. Use of offensive, harassing, obscene or abusive language or conduct with the public, employees and Directors, lessees and contractors and/or other visitors and persons on business with the District.

DD. Loss of employment-required licenses or certificates.

EE. Sexual harassment.

FF. Intentional or negligent act or omission or failure to observe, safety rules and regulations which adversely affects or threatens to adversely affect, the safety of the employee or others or facilities or equipment.

GG. Unauthorized use of District employees, time, materials or equipment for personal activities.

HH. Leaving work area, job assignment or departing during working hours without proper authorization.

II. Willful destruction or defacement of District property, or private property while employee is on duty.

JJ. Misuse or unauthorized use or alteration without Management approval, of the District's computer system(s), including any programs and/or equipment and/or data.

KK. Accepting favors or gratuities in return for services required to be performed as a part of the employee's official duties or responsibilities.

LL. Use of an employee's official position for personal gain or advantage.

All employees shall strictly observe the District's prohibition against bringing onto, possessing, or storing intoxicating liquors, illicit drugs, or other such substances in or about District buildings, work sites, vehicles, vessels, equipment or other facilities, except as otherwise provided by law. Violation of this sub-section may result in immediate disciplinary action, including termination.

There shall not be any cigarette, pipe or cigar or similar substance smoking in the District's office buildings, maintenance yard, maintenance yard buildings, water treatment plant, sewer treatment plant, vehicles, other equipment or in any work area where smoking could result in hazardous conditions, except in certain designated areas.

The procedure set forth in this Procedure shall be exclusive, and the failure of an employee to utilize the provisions herein shall constitute a waiver of any claim to relief.

These Procedures apply only to Regular Employees. Regular Employees do not include Introductory Employees, the General Manager, or any employee hired on a temporary, special, provisional, seasonal, emergency basis, or any independent contractor. An employee not covered by this disciplinary policy may be disciplined without reference to these provisions and removed from his or her position at will and without cause.

25.3 Progressive Disciplinary Procedures

In order to provide a fair method of disciplining employees, the following progressive disciplinary procedures shall be taken when disciplinary action is necessary, except in the case of immediate disciplinary action, as stated in the section of this Agreement entitled IMMEDIATE DISCIPLINARY ACTION. Progressive discipline must be timely and should follow, as closely as possible, the incident requiring the disciplinary action.

A. Level of Discipline: The District has the discretion to determine the appropriate level of discipline in the circumstances involved. The District is not obligated to follow any particular level or order of discipline. The severity of any action taken should be proportionate to and commensurate with the cause and should also take into account prior disciplinary history, if any. In appropriate circumstances, the District may suspend or terminate an employee without first providing lower levels of discipline.

1. Types of Discipline – Minor: No right to appeal is available to challenge minor discipline.

    a. Corrective Counseling: Corrective counseling is a verbal warning accompanied by written documentation. Corrective counseling may be provided to an employee whose conduct or performance must be

improved. The counseling should detail the areas for improvement, the degree of improvement required, and notice that failure to improve will result in more serious disciplinary action. The supervisor shall document the verbal warning (corrective counseling) and place a dated copy in the employee's personnel file with a copy to the employee. The employee must acknowledge receipt of the counseling by signing the documentation at the time of presentation; this signature signifies only receipt of the document, not necessarily agreement with the contents. The employee may, within five (5) calendar days, respond in writing, which shall be included in his/her file.

b. Written Reprimand: A formal written notice to an employee which summarizes previous related disciplinary action, if any, which details conduct subject to discipline and which advises that continued conduct at such levels may result in suspension, pay reduction, demotion or dismissal. The employee must acknowledge receipt of the reprimand by signing the letter at the time of presentation; this signature signifies only receipt of the document, not necessarily agreement to the contents. The employee may, within five (5) calendar days, respond in writing to the contents of the letter of reprimand to be included in his/her file.

c. Appeal from Minor Discipline: Corrective counseling and written reprimands are not subject to appeal. These forms of minor discipline are considered final when provided to the employee. The employee's only form of challenge to these types of discipline is to submit a written response, as provided above.

2. Types of Discipline – Major:

a. Suspension: The temporary removal of an employee from the service of the District without pay. A suspension of this type does not include suspension pending an investigation into alleged misconduct.

b. Pay Reduction: The reduction in pay of one or more pay steps where performance falls short of normal established standards or where performance is clearly inadequate in one or more of the critical job duties for the position.

c. Demotion: The removal of an employee from a position to one of lower grade or classification.

d. Dismissal: The removal of an employee from the service of the District.

25.4 Disciplinary Procedures for Major Discipline

The following procedures apply when major discipline is imposed. These procedures do not apply when minor discipline is imposed.

A. Notice of Intent-to-Discipline for Suspension, Pay Reduction, Demotion or Dismissal: Where the proposed discipline is major, as defined, a Notice of Intent-to-Discipline, signed by a Supervisor, supporting the discipline shall be served on

the employee. Service of the Notice of Intent-to-Discipline shall be made at least five (5) days before a hearing pursuant to Section B.3. is held regarding the charges. The Notice shall include:

1. The proposed discipline.
2. The effective date of the discipline.
3. The reasons for the discipline.
4. All documents which support the discipline. Copies of the documents upon which the discipline is based shall be attached to the Notice of Intent.

An employee may, where circumstances warrant, be placed on administrative leave pending the hearing held pursuant to Section B.3.

B. Service: Notice of Intent-to-Discipline shall be served on the affected employee by:

1. Personal service; or
2. If personal service is not feasible, by first class certified mail, return receipt requested, to the last known mailing address of the employee.

Service is deemed complete when any one of the preceding steps is taken.

3. Informal Hearing Procedure (Skelly hearing): The employee shall be given an opportunity at an informal hearing to show why the proposed major discipline should not be imposed prior to its imposition.

    a. The hearing will be conducted by a Reviewing Officer who shall be the General Manager or a responsible person designated by the General Manager (either another District managerial employee or an individual from an outside organization). The Reviewing Officer can be the managerial employee who issued the Notice of Intent or an alternate individual designated by the General Manager. The employee, at his or her choice, can bring a representative to the hearing.

    b. At the hearing, the employee shall be given an opportunity, either orally, in writing, or both, to explain why the proposed discipline should be revised or cancelled. The hearing is not an evidentiary hearing. It shall be tape recorded or stenographically recorded.

    c. If an alternate Skelly officer conducts the Skelly hearing, then that individual, within five (5) days of the hearing, shall provide a recommendation to the individual who issued the Notice of Intent as to whether to uphold, lessen, or withdraw the proposed action.

    d. Within five (5) days after the hearing or receiving a recommendation from an alternate Skelly officer, the managerial employee who issued the Notice of Intent shall issue an order upholding, lessening, or withdrawing the proposed discipline. The final notice will contain a final statement of charges, explain the basis for the decision, and indicate

whether the employee has a right of appeal. The five-day period may be extended by the General Manager, who shall notify the employee.

e. The decision will be served on the employee as provided in Section B 3. The decision shall also inform the employee of his/her right of appeal as provided in Section C, below.

C. Appeal from Major Discipline: If an employee desires to appeal the decision issued pursuant to Section B 3, above, then the following procedures shall apply.

1. Appeal Right: An employee who has received a major form of discipline (dismissal, suspension, pay reduction, or demotion) may appeal to a Hearing Officer. The appeal must be in writing and filed with the General Manager within ten (10) working days after service on the employee of the final notice of discipline.

2. Selection of a Hearing Officer: The Hearing Officer shall be a retired judge or attorney with at least ten (10) years' experience in employment law. The parties may mutually and informally agree upon their desired Hearing Officer. If informal selection is not possible, then the Hearing Officer shall be selected as follows: the District shall obtain a list of five (5) potential hearing officers from the State Mediation and Conciliation Service. Each party may strike all names on the list it deems unacceptable. If only one name remains on the list, that individual shall be designated as the Hearing Officer. If more than one common name remains on the list, the parties shall strike names alternately until only one remains (with the District striking a name first). If no name remains on the list, the conciliation service shall furnish an additional list or lists until a Hearing Officer is selected.

3. Hearing: An evidentiary hearing shall be held on the appeal. The hearing shall be conducted within sixty (60) days of the selection of the hearing officer, unless the General Manager, the Hearing Officer and the appellant agree in writing that the date of the hearing be extended for a specified time. The General Manager or designee shall provide as much advance notice as practicable, but at least fourteen (14) days written notice, of the date, time, and place of hearing to the appellant.

4. Conduct of the Hearing: The hearing shall be conducted in the manner most conducive to determination of the truth, and the Hearing Officer shall not be bound by technical rules of evidence. The following procedures shall be follows:

a. The proceedings shall be tape recorded or stenographically reported. The decisions of the Hearing Officer shall not be invalidated by any informality in the proceedings.

b. The hearing officer shall determine the relevancy, weight, and credibility of testimony and evidence. The hearing officer shall base his/her findings on the preponderance of the evidence.

c. Each side shall be permitted an opening statement and closing argument. The District shall first present witnesses and evidence to sustain the discipline and the appellant will then present his/her witnesses and evidence in defense.

d. Each side will be allowed to examine and cross-examine witnesses.

e. The hearing officer, upon a request by either party, may subpoena witnesses and/or require production of other records or material evidence.

f. The hearing officer may, prior to or during a hearing, grant a continuance for any reason he/she believes may be important to reaching a fair and proper decision.

5. Cost: The District shall bear the cost of the hearing officer and the court reporter or stenographic recording; each side shall bear its own cost of representation.

6. Attendance at the hearing: The appellant shall personally attend the hearing, unless physically unable to do so and excused in advance by the Hearing Officer. Unexcused failure of an appellant to appear at a hearing shall be deemed a withdrawal of the appeal.

7. Resolution by the Hearing Officer: Within thirty (30) days after completion of a hearing, unless waived by the parties, the hearing officer shall prepare a written decision and forward it to the General Manager. The written decision shall set forth the hearing officer's findings of fact and shall state reasons why the discipline is recommended to be sustained, reduced, or cancelled. If the hearing officer recommends that the discipline be reduced or cancelled, the hearing officer shall make recommendations concerning payment of back pay, if applicable, during pendency of the appeal.

8. Advisory to the General Manager: The decision of the Hearing Office shall be forwarded to and is considered advisory by the District's General Manager. The General Manager shall review the recommendation of the Hearing Officer and may then accept, reject, or modify the proposed decision (which includes the authority to impose a lesser or different form of discipline). The General Manager's decision shall be in writing and shall be issued within thirty (30) days of receiving the Hearing Officer's decision. The General Manager's decision shall be final.

9. Appeal from the General Manager's final decision: If the appellant is dissatisfied with the General Manager's decision and wishes to seek judicial review, the limitations period provided in Code of Civil Procedure Section 1094.6, shall apply. The General Manager's written decision shall include notice to the appellant that the time within which judicial review must be initiated is governed by Code of Civil Procedure § 1094.6. A copy of the General Manager's decision shall be forwarded to the Hearing Officer, the manager who

issued the discipline, and the appellant. The decision shall be included in the appellant's personnel file.

10. Administrative Leave: Whenever the General Manager determines that it is in the best interest of the District not to have an employee at the workplace – either prior to or during the disciplinary process – an employee may be placed on administrative leave, with pay, subject to such reasonable conditions as may be determined by the General Manager given the circumstances of the situation.

26.0 IMMEDIATE DISCIPLINARY ACTION

The following special situations shall apply in conjunction with the Section Disciplinary Process:

A. Failure to come to work: An employee who fails to appear for work without reasonable explanation and justification for a continuous period of three (3) working days shall be subject to termination effective on the first working day of said continuous period. Such termination shall be deemed voluntary.

B. Intoxicating liquors, drugs or substances: An employee whose alcohol test indicates an alcohol concentration level between .02 and .04 grams of alcohol per 210 liters of breath shall be removed from his/her position for at least 24 hours. An employee whose alcohol test indicates an alcohol concentration level greater than .04 grams of alcohol per 210 liters of breath, or who has a positive drug test result shall be removed from his or her position for a period to be determined by the District Manager. Employees who are removed from their position under this policy shall be placed on unpaid leave. The District, in its discretion, may discipline, up to and including termination, an employee who fails, one or more times, a drug or alcohol test.

   The District recognizes that the abuse of alcohol or drugs is a progressive illness which can be arrested if treated in a sensitive and timely manner, therefore any disciplinary actions shall consider the appropriateness of and commitment to treatment programs pursued by the employee, the employee's work record, and the problems created by the employee's absence for treatment. If a treatment program is pursued, the employee shall be allowed to use sick leave, compensatory time off, and annual leave, in that order, while seeking professional counseling and/or treatment. A letter from the provider of the professional counseling and/or treatment must be received by the Manager prior to the employee returning to work and must state the nature of the treatment or counseling, the extent or degree to which the employee has recovered, the fact that the employee is recovered sufficiently to return to work, any limitations to be imposed on the employee while at work, and any further treatment or counseling required, including timing and extent. The employee may be allowed to return to work providing that the professional counselor or treatment provider's requirements or stipulations can be met by the District without any adverse effect on District operations, objectives, and/or safety.

   Failure of an employee who has committed himself/herself to follow a treatment program, to rigidity adhere to that program, will result in disciplinary actions up to and

including termination. Subsequent violation of this policy after completion of a treatment program will result in further disciplinary action.

C. Impact on Health, Safety and Welfare**:** Any discipline which, in the judgment of the Manager, must be imposed immediately to protect the health, safety or welfare of the community or other District employees, may be summarily imposed without affecting the pre-disciplinary procedures of this Agreement. Such procedure shall be completed, however, within five (5) working days of the imposition of discipline.

27.0 PERSONNEL FILES

Employees shall have the right to examine those materials in their personnel files which may affect the status of their employment. Employees shall be given copies of those records, upon verbal or written request, however, the request shall be kept to a reasonable amount. An employee shall have the right to have his/her own written comments attached to any such item placed in his/her file.

28.0 MISCELLANEOUS

28.1 Amendments

These rules and regulations may be amended at any time by the Board; provided, however, that amendments shall not be made until after consultation in good faith with a representative of any employee organization or organizations purporting to represent employees of the District.

28.2 Severability

If any section, paragraph, or provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect the validity and enforceability of the remaining sections, paragraphs, and provisions.

29.0 MINIMUM WORK WEEK

Nothing in this Agreement shall be construed to be a guarantee of a minimum work week for any employee.

30.0 TERM OF AGREEMENT

This Agreement shall become effective on, July 1, 2020 and shall remain in effect through June 30, 2022. This agreement may be opened at any time the state budget has a significant and unbudgeted impact to the District's budget.

31.0 NO STRIKE CLAUSE

A. During the terms of this Agreement, There will be no concerted strike, sympathy strike, work stoppage, slow down, obstructive picketing, informational picketing, or concerted refusal or failure to fully and faithfully perform job functions and responsibilities, or other concerted interference with the operations of the District by

any employee. The Association shall ensure compliance by its members and itself with this no strike clause.

B. Any employee concertedly violating this article may be subject to disciplinary action up to and including discharge, and/or may be considered to have automatically resigned from the District's employment.

32.0 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Agreement:

A. Management's principal authorized agent shall be:

General Manager
Heritage Ranch Community Services District
4870 Heritage Road
Paso Robles, California 93446
Telephone: (805) 227-6230 FAX: (805) 227-6231

B. The Association's principal authorized agent shall be:

Designated Employee Representative
Heritage Ranch Community Services Employees Association

33.0 SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into a meet and confer session for the sole purpose of arriving at a mutually satisfactory replacement for such provision within a thirty (30) day work period. If no agreement has been reached, the parties agree to invoke the provision of impasse.

FOR THE DISTRICT:	FOR THE ASSOCIATION:
_____	_____
Dan Burgess, President Board of Directors	James Pritchett Employee Representative
DATED: _____	DATED: _____
_____	_____
Scott Duffield General Manager	Kristen Gelos Employee Representative
DATED: _____	DATED: _____

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FOR THE DISTRICT:

Dan Burgess, President
Board of Directors

DATED: 6/19/2020

Scott Duffield
General Manager

DATED: 6/19/2020

FOR THE ASSOCIATION:

James Pritchett
Employee Representative

DATED: 6/19/2020

Kristen Gelos
Employee Representative

DATED: 6/19/2020