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METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

8-17

June 2, 1997

To: Board of Directors (Organization and Personnel Committee--Action)

From: General Manager *Rhodvaska*

Submitted by: Izetta E. Birch
Director of Human Resources *Izetta E. Birch*

Subject: Memorandum of Understanding Between the Metropolitan Water District of Southern California and the Supervisors Association

RECOMMENDATION(S)

It is recommended that your Board approve the Memorandum of Understanding (MOU) between the Metropolitan Water District and the Supervisors Association.

EXECUTIVE SUMMARY

A Memorandum of Understanding has been successfully negotiated between the Metropolitan Water District of Southern California (District) and the Supervisors Association. This Memorandum of Understanding has been ratified by the Association's membership, and is jointly recommended by the bargaining teams.

DETAILED REPORT

The current MOU with the Supervisors Association of the Metropolitan Water District of Southern California terminates on June 30, 1997. The General Manager's designated Employee Relations Officer (the Director of Human Resources), a team of management negotiators and the negotiators for the Supervisors Association have met and reached accord on a successor agreement for a period of four years, to be effective on July 1, 1997.

Outlined below is a summary of the significant provisions of the successor Memorandum of Understanding:

Term The Agreement shall become effective on July 1, 1997 and shall remain in full force and effect until June 30, 2001.

Salaries Effective July 1997 the salary grid shall be modified by adding a new step 1 which will be approximately 2.75% below the current step 1.

Effective July 1998, there shall be an across-the-board increase of 50% of the Consumer Price All Items Index for Urban Wage Earners and Clerical Workers (CPI-W) for Los Angeles-Anaheim-Riverside. The minimum increase possible is 2.0% and the maximum increase possible is 5.0%.

Effective July 1999, the salary grid shall be modified by adding a new top step that is approximately 2.75% above the current step 10.

Effective January 2001, apply the same Consumer Price Index formula as July 1998.

In addition to the above salary changes, adjustments were made in the salary grades of the following classifications due to salary compression: Food and Lodging Supervisor; Operations & Maintenance Supervisor; Field Office Administrator; Chief of Party; and Chief Hydroelectric Specialist; Principal Public Affairs Representative (Classification moved to Management Unit).

Special Pay Provisions Adjustments were made to stand-by pay, shift pay, and diving pay to match the benefit levels of employees in the General Unit (AFSCME):

Retirement In addition, effective July 2000 the District shall contribute to PERS as employer paid member contribution an additional two (2) percent of the total seven (7) percent normal member contributions to PERS for employee retirement. With this additional increase, the District employer paid member contribution will be a total of five (5) percent of the seven (7) percent normal member contributions to PERS.

Management Proposals The Agreement also provides the following deletions/changes to offset the District's cost of the improved retirement formula:

- Commencing in January 1998 there will be a maximum accrual cap of 450 hours of annual leave. If at the end of each subsequent year an employee has annual leave credit of more than 375 hours, the employee shall be paid for all hours in excess of 375 hours, up to 450 hours.
- No across-the-board salary increase in first year of contract (fiscal year 1997)
- Deletion of five classifications: Test Lab Supervisor; Communications Network Supervisor; Communications Services Supervisor; Hydroelectric Specialist Supervisor; Operations & Maintenance Supervisor I
- Deletion Management Bulletins
- Direct deposit of bi-weekly pay
- Social Security alternative acceptable to the Internal Revenue Service for temporary and recurrent employees.
- Overtime defined as all hours worked in excess of forty hours worked in a work week. Computation of overtime for those employees eligible to earn overtime shall include all paid hours except sick leave.

AGREEMENT BETWEEN
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA
AND
THE SUPERVISORS' ASSOCIATION OF
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

ARTICLE 1 - RECOGNITION

- 1.1 Pursuant to the Administrative Code of the Metropolitan Water District of Southern California (District), the Supervisors' Association (Association) has been certified as the representative for employees in the Supervisory Unit (Unit 03).
- 1.2 This Unit is comprised of employees occupying the classifications listed in Article 7, Salaries, which list may be modified by mutual agreement by the Parties during the term of this Agreement.
- 1.3 For purposes of this Agreement, the term employee means an individual employed on a regular full-time position, regular part-time, temporary full-time, temporary part-time or recurrent position.
- 1.4 If the District develops a new classification, it shall make an initial determination as to the unit placement of that classification.
- 1.5 The District shall notify each affected employee organization of the development of a new classification and the District's initial unit placement, and, upon written request from the Association within ten (10) working days from the District's notice, shall consult with the Association concerning the unit placement of the new classification.

ARTICLE 2--CATEGORIES OF EMPLOYMENT

- 2.1 As soon as practicable following the adoption of this Agreement, the District agrees to implement the following categories of employment:
 - A. Regular full-time
Employees working a 40 hour week for an indefinite period of time. A regular full-time employee will receive all benefits for which he¹ is eligible.
 - B. Regular part-time
Regular employees who work a regular schedule of at least 20 hours per week but less than 40 hours per week. Employees in this category may job share. PERS membership and health benefit (PEMHCA) regulations are applicable. Regular part-time employees who are hired to work a 20 to 39 hour week will be provided leave at an accrual rate of .0193125 for each

¹ Whenever the masculine or feminine form of any word is used in this MOU, it also includes the other gender unless the context clearly indicates a contrary intent.

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hour worked once they have completed 10,400 hours of service. Regular part-time employees may participate in the 401(k) and/or 457 programs subject to meeting the eligibility criteria provided in the Administrative Code. Regular part-time employees are not eligible for any other benefits.

C. Temporary full-time

Employees who are hired for a specified limited time and who work a 40 hour week. PERS membership and health benefit (PEMHCA) regulations are applicable. Temporary full-time employees may participate in the 401(k) and/or 457 programs subject to meeting the eligibility criteria provided in the Administrative Code. Temporary full-time employees are not eligible for any other benefits.

D. Temporary Part-Time

Employees who are hired for a specified limited time and who work less than a 40 hour week. PERS membership and health benefit (PEMHCA) regulations are applicable. Temporary Part-Time employees may participate in the 401(k) and/or 457 programs subject to meeting the eligibility criteria provided in the Administrative Code. Temporary Part-Time employees are not eligible for any other benefits.

E. Recurrent employees

Employees hired for an indefinite period of time on an irregular basis, such as intermittent, emergency, or on-call. PERS membership and health benefit (PEMHCA) regulations are applicable. Recurrent employees will be provided leave at an accrual rate of .0193125 for each hour worked once they have completed 10,400 hours of service. Recurrent employees may participate in the 401(k) and/or 457 programs subject to meeting the eligibility criteria provided in the Administrative Code. Recurrent employees are not eligible for any other benefits.

2.2 Employees in categories B and E above who have been employed by the District for at least five (5) calendar years as of the effective date of this Agreement shall be eligible to accrue leave hours at the rate provided above.

2.3 The pool of hours described in categories B and E above may be used for any of the following types of leave, subject to the rules governing the use of those leaves applicable to regular full-time employees: bereavement leave; holiday leave; jury duty; military leave; personal leave; sick leave; and annual leave. The leave hours may not be used to supplement the normal work schedule.

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ARTICLE 3--TERM

- 3.1 The term of this Agreement shall commence upon approval of the Board of Directors, but no earlier than 1 July 1997 and shall remain in full force and effect until 30 June 2001 and will thereafter continue in effect until the parties execute a successor Agreement or the Board of Directors takes action to modify the salary and benefits provided hereunder.

ARTICLE 4--IMPLEMENTATION

- 4.1 It is agreed that the provisions of this Agreement are of no force or effect until ratified by the Supervisors' Association and duly adopted by the Board of Directors.
- 4.2 Once ratified by the Supervisors' Association and then adopted by the Board, each provision of this Agreement shall become effective on the date set forth in Article 3, Term, unless another implementation date for a particular provision is specified within the Agreement.

ARTICLE 5--OBLIGATION TO SUPPORT

- 5.1 Prior to approval and implementation of this MOU, the District's General Manager and the negotiating team for each party shall consistently advocate and urge the adoption and approval of this MOU.

ARTICLE 6--PRODUCTIVITY

- 6.1 Both parties recognize that it is in their mutual interest and in the best interest of the community if the quality, economy and efficiency of the District's work effort and work product are improved.
- 6.2 Consequently, the Supervisors' Association and its membership agree to support and participate in District improvement efforts.
- 6.3 Furthermore, the Supervisors' Association and its membership will personally initiate improvements whenever possible, and encourage and assist other District employees to do likewise.

ARTICLE 7--SALARIES

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- 7.1 Effective the first day of the first full pay period of July 1997, the salary grid shall be modified by adding a new step 1 that is approximately 2.75% below the current step 1, and then renumbering the steps as appropriate.
- 7.2 Effective the first day of the first full pay period in July 1998, there shall be an across-the board increase equal to 50% of the Consumer Price All Items Index for Urban Wage Earners and Clerical Workers (CPI-W) for Los Angeles-Anaheim-Riverside (1982-84=100) May/May (published about May 15) as determined by the Bureau of Labor Statistics. The minimum increase possible is 2.0% and the maximum increase possible is 5.0%
- 7.3 The salary percentage increase resulting from applying 50% to the CPI shall be rounded to the nearest tenth, using normal rounding procedures. (Example: If the May/May CPI is 4.25%, then 50% is 2.125 and the salary increase is 2.1%)
- 7.4 Effective the first day of the first full pay period in July 1999, the salary grid shall be modified by adding a new top step that is approximately 2.75% above the current step 10, and then renumbering the steps as appropriate. After July 1, 1999, employees who were on the top step and who are not currently on a Corrective Action Plan will be eligible to move to the new step 11 on their anniversary date if rated "Meets Standards" or above on their annual performance evaluation.
- 7.5 Effective the first day of the first full pay period in July 2000, the District shall pay an additional two (2) percent of the total seven (7) percent normal member contributions to PERS for employee retirement. See Article 22 - Retirement.
- 7.6 Effective the first day of the first full pay period in January 2001, there shall be an across-the board increase equal to 50% of the Consumer Price All Items Index for Urban Wage Earners and Clerical Workers (CPI-W) for Los Angeles-Anaheim-Riverside (1982-84=100) May/May (published about May 15) as determined by the Bureau of Labor Statistics. The minimum increase possible is 2.0% and the maximum increase possible is 5.0%
- 7.7 Effective the first day of the first full pay period in July 1997 the following changes will occur:
 - (A) The Food and Lodging Supervisor classification will advance seven (7) salary grades from Grade 28 to Grade 35.

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- (B) The O&M Supervisor I classification (Grade 44) will be merged with the O&M Supervisor II classification to create the new classification of O&M Supervisor, at Grade 45.
- (C) The Field Office Administrator classification shall advance one salary grade from Grade 40 to Grade 41.
- (D) The Chief of Party classification shall advance one salary grade from Grade 44 to Grade 45.

7.8 For the changes listed in Article 7.6 above, in July 1997 the incumbents in these classifications will be placed into the new salary grade at their current salary rate. The incumbents in these classifications who are not currently on a Corrective Action Plan will be eligible for step increases as appropriate in their new salary grades on their anniversary dates if rated "Meets Standards" or above on their annual performance evaluation.

7.9 Effective the first day of the first full pay period in July 1998, the Chief Hydroelectric Specialist classification will advance two salary grades from Grade 48 to Grade 50. In July 1998, the incumbents in this classification will be placed into the new salary grade at their current salary rate. After July 1, 1998, the employees in this classification who are not currently on a Corrective Action Plan will be eligible for step increases as appropriate in their new salary grade on their anniversary dates if rated "Meets Standards" or above on their annual performance evaluation.

7.10 The parties having jointly reviewed and considered all available salary and wage information and data, agree that the recommended salaries set forth herein were negotiated in good faith and that said salaries were determined independently of race, gender, age or national origin.

7.11 The District's Board of Directors may, at any time, increase the salary schedule applicable to any specific classification represented by Association if the District's Board of Directors, in its sole discretion, determines the increase is justifiable.

7.12 Payday shall be every second Wednesday. If a payday occurs on a District holiday, payment will be made on the preceding workday, if practicable. The District may make such changes in its rules and regulations as it determines to be necessary in regard to maintaining an every-second-Wednesday payday and an hourly payroll system.

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7.13 New Ranges and Salaries.

SALARY GRADE	SALARY RANGE HOURLY	TITLE
35	\$18.68-\$23.91	FOOD AND LODGING SUPERVISOR
37	\$19.72-\$25.23	LANDSCAPE MAINTENANCE SUPERVISOR
39	\$20.85-\$26.68	INVENTORY COORDINATOR
41	\$22.00-\$28.20	*FIELD OFFICE ADMINISTRATOR
43	\$23.25-\$29.78	AIRPLANE PILOT
45	\$24.56-\$31.47	INSPECTOR IV CHIEF OF PARTY OPERATIONS & MAINTENANCE SUPERVISOR *DESERT SUPPORT STAFF SUPERVISOR
48	\$26.68-\$34.15	PLANT OPERATIONS SUPERVISOR CHIEF HYDROELECTRIC SPECIALIST *PLANT LABORATORY SUPERVISOR *HEADQUARTERS BUILD. MAINT. SUPERVISOR
49	\$27.41-\$35.09	*SR. ELECTRONIC SPECIALIST TECHNICIAN
53	\$30.62-\$39.05	*MICROCOMPUTER TECHNOLOGY SUPERVISOR
55	\$32.36-\$41.17	*SR. RESEARCH CHEMIST
56	\$33.24-\$42.29	*SR. ENVIRONMENTAL SPECIALIST *SR. RESOURCE SPECIALIST

*EXEMPT EMPLOYEE, NOT ELIGIBLE FOR OVERTIME

ARTICLE 8--STAND-BY PAY

8.1 Employees who are assigned to stand-by in a non-working status at their residence during off-duty hours shall be entitled to stand-by pay as follows when they are required to stand by:

7-1-97	\$1.65 per hour
7-1-98	\$1.70 per hour
7-1-99	\$1.75 per hour

8.2 Employees who are exempt from overtime pay shall also be exempt from stand-by pay.

ARTICLE 9--SHIFT PAY

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- 9.1 On the effective date of this MOU or as soon as administratively possible, an employee will be paid shift pay premium in the amount of ten (10) percent of his normal hourly rate for qualifying hours.
- 9.2 Shift pay will be paid for all hours worked on a shift of eight or more consecutive hours if four or more of these hours fall between 6:00 p.m. and 6:00 a.m. and shall apply only to employees who normally work a rotating shift, or regularly work a shift other than the normal day shift, or who substitute for employees who normally work a rotating shift or regularly work a shift other than the normal day shift.
- 9.3 No shift pay will be paid for overtime work performed as an extension of a day shift.

ARTICLE 10--CALL-BACK PAY

- 10.1 An employee shall receive call-back pay whenever the employee is unexpectedly required to return to duty because of unanticipated work requirements if notice to return is given to the employee following termination of the employee's normal work shift and departure from the employee's headquarters.
- 10.2 Call-back pay shall be:
 - a. For an employee residing within the camp or village, or on the same District property as the work site: a minimum of (1) hour's pay at the employee's overtime rate for a call-back between the period of 6:00 a.m. and 12:00 midnight. A minimum of two (2) hours' pay at the employee's overtime rate for a call-back between the period of 12:00 midnight and 6:00 a.m.
 - b. For an employee residing outside the camp or village, or off the same District property as the work site: a minimum of three (3) hours' pay at the employee's overtime rate for a call-back between the period of 6:00 a.m. and 12:00 midnight. A minimum of four (4) hours' pay at the employee's overtime rate for a call-back between the period of 12:00 midnight and 6:00 a.m.
- 10.3 Whenever an employee receives more than one call-back within a time period specified in 10.2, the employee shall not be entitled to additional overtime pay except for time actually worked beyond the first call-back period.

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- 10.4. Notwithstanding 10.2 above, whenever an employee is unexpectedly required to return to duty as provided in 10.2a and 10.2b before the established starting time of the employee's next regular shift, it shall be deemed an early shift start and the employee shall be compensated at this overtime rate only for the hours between the time of call-back and the start of the employee's regularly scheduled shift.
- 10.5. Hours worked after the minimum call-back overtime pay periods specified in 10.2a and 10.2b shall continue to be paid at the employee's overtime rate until the start of the employee's regularly scheduled shift.
- 10.6. For purposes of overtime computation, travel time from the employee's residence to the employee's reporting station and return shall be included in the minimum overtime pay period specified in 10.2a and 10.2b except that if the employee is required to remain on duty until the start of the employee's regularly scheduled shift, return travel time to the employee's residence will not be paid. Overtime pay for call-back situations shall be computed as follows: If the combined travel time and work time is less than the appropriate call-back time specified in 10.2 (i.e., 1, 2, 3, or 4 hours), overtime pay shall be the appropriate call-back time. See Example #1. If the combined travel time and work time is more than the appropriate call-back time specified in 10.2, overtime pay shall be the actual total of work time and travel time. See Example #2.

Example #1: Employee who lives off DISTRICT property is called back to work at 8:00 p.m. Employee is entitled to three hours call-back pay. Employee's round trip travel time is one hour. Employee works one hour. Employee is entitled to three hours overtime pay.

Example #2: Employee who lives off DISTRICT property is called back to work at 6:00 p.m. Employee is entitled to three hours call-back pay. Employee's round trip travel time is one hour. Employee works three hours. Employee is entitled to four hours overtime pay.

- 10.7. An employee exempt from overtime pay is not entitled to call-back pay.

ARTICLE 11--DIVING PAY

- 11.1 A premium pay of \$6.00 for each diving hour will be paid to an employee in addition to all other forms of compensation. Diving hours are to be computed in whole hours, any fraction of an hour spent underwater will result in payment for the full hour.

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ARTICLE 12 -- WORKING OUT-OF-CLASS

- 12.1 For the purposes of this Article, an out-of-class assignment is the full-time performance of a majority of the significant duties of an open, budgeted position in one classification by an individual in another classification. An open, budgeted position is a position which:
- A. has yet to be filled,
 - B. the incumbent is on some form of leave,
 - C. the incumbent moved to a different position, or
 - D. the incumbent has separated from District employment.
- 12.2 It is the intent of the District to avoid, whenever possible, working an employee on an out-of-class assignment for a prolonged period.
- 12.3 If an employee is assigned to an out-of-class assignment and works on an out-of-class assignment as defined above for more than fifteen consecutive working days, the employee shall receive a 5.5% base rate increase retroactively effective the first day of the assignment.
- 12.4 If, at the time of appointment, the supervisor knows that the employee will be on the out-of-class assignment for more than fifteen consecutive working days, then the employee shall receive the 5.5% at the beginning of the assignment.

ARTICLE 13--OVERTIME PAY

- 13.1 Overtime shall be defined as all hours worked in excess of forty hours worked in a work week. Exempt employees shall not be eligible for overtime compensation.
- 13.2 For purposes of computing overtime for those employees eligible to earn overtime, hours worked shall include all paid hours except sick leave.
- 13.3 Overtime for non-exempt employees shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay. The employee's "regular rate" for overtime computation shall be the sum of the compensation paid an employee for hours actually worked at the employee's hourly rate with the exception of sick leave, plus any premium pay, except overtime, earned by the

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employee, divided by the hours actually worked during the workweek. The regular rate shall be used only for computing overtime due under this Agreement.

- 13.4 Notwithstanding the provisions above, a non-exempt employee may opt to be compensated at the rate of one hour of compensatory time (CTO) for each hour of overtime worked plus one-half hour at the regular rate for each hour of overtime worked if the employee obtains prior approval from his immediate supervisor. Such CTO may be accumulated up to a maximum accumulation of 40 hours.
- 13.5 The time at which an employee shall take compensatory time off shall be determined by the employee's supervisor with due regard for the wishes of the employee and particular regard for the needs of the District with the understanding that each employee shall be encouraged to take compensatory time-off within a reasonable period of earning such time.
- 13.6 It is agreed and understood that nothing herein is intended to limit or restrict the authority of the District to require any employee to perform overtime work, whether or not eligible for overtime pay, and it is further agreed that overtime will be ordered and worked only when required to meet the District's needs.

ARTICLE 14---FATIGUE TIME

- 14.1 An employee shall be eligible for fatigue time if the employee works beyond his regular work shift and the extended work shift ends with less than eight hours between the completion of the extended work shift and the start of the employee's next regularly scheduled shift.
- 14.2 When an employee is eligible for fatigue time, he shall not be required to report to work for up to eight (8) hours after the completion of the overtime and shall receive full pay for any regularly scheduled hours not worked.

ARTICLE 15 --PROFESSIONAL FEES

- 15.1 The District shall reimburse employees for State mandated license or certification fees. This is only for job required licenses and certification. It includes Arizona and California commercial driver's licenses (depending upon the employee's state of legal residence) that are required by the District as well as the California State Motor Vehicle Code.

ARTICLE 16--UNIFORMS

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16.1 The District will continue its practice of providing only protective uniforms for health and safety purposes, which may consist of lab smocks, culinary aprons and disposable protective apparel meeting Cal/OSHA requirements.

ARTICLE 17 - TUITION REIMBURSEMENT

17.1 Employees shall be eligible for tuition reimbursement at 85 percent of tuition, registration fees, books, and laboratory fees up to 12 units per quarter or semester.

17.2 However, employees who receive tuition reimbursement approval for a course or curriculum on or after August 1, 1992 shall be eligible for tuition reimbursement to a maximum of \$8,000.00 per fiscal year.

ARTICLE 18--BENEFITS

18.1 Unless otherwise specified hereinafter, the benefits provided within this Agreement shall be available to employees. Such benefits shall be in addition to other benefits provided by the District's Administrative Code or by other rule or regulation of the District, which benefits, unless expressly referred to in this Article, shall remain unchanged during the term of this Agreement.

18.2 Except as otherwise provided, during the term of this Agreement, employees shall be entitled to the terms and conditions of employment provided for in Administrative Code sections 6200 through 6266, as well as 6502 through 6505, 6520, 6524, 6527 through 6529, and 6564, as they are currently applicable to such employees. Changes in such Administrative Code provisions which are within the scope of representation, as defined in Administrative Code section 6101(p), shall only be applicable to the unit if an Agreement so providing is entered into between the District and the Supervisors' Association.

ARTICLE 19 - MEDICAL INSURANCE

19.1 The District shall continue to provide medical plans maintained by the Public Employees' Retirement System. Current District monthly contributions are:

Employee Only	\$231
Employee Plus One Dependent	\$461
Employee Plus Two or More Dependents	\$600

19.2 Effective July 1, 1997, the District's monthly contribution shall be 90% of the total premium for the PERS-CARE medical plan.

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- 19.3 If, subsequent to July 1, 2001, PERS increases its premiums and the parties have not agreed to an increased DISTRICT contribution, then the District's contribution shall remain at the dollar amount determined on July 1, 2001. Such contributions shall continue at that dollar amount until the parties agree in writing to change the District's contributions.

ARTICLE 20 - DENTAL INSURANCE

- 20.1 The District shall continue to provide dental insurance at the benefit level in effect on May 1, 1997. The dental insurance provider shall not be changed without mutual agreement of the parties.
- 20.2 The District shall pay the entire premium for each employee and qualified dependents.
- 20.3 Any reserve funds developed under the policy may be applied towards paying the premium of any policy obtained in accordance with this MOU.

ARTICLE 21 - VISION

- 21.1 The District shall on behalf of each employee provide for a vision care program at the benefit level in effect on May 1, 1997. The vision insurance provider shall not be changed without mutual agreement of the parties.
- 21.2 The vision care program shall provide coverage of standard ophthalmic materials when necessary for the eligible employee's visual welfare. This program shall provide for eye examinations, lenses, and frames under VSP's Plan "B" program, or a program equivalent to this.
- 21.3 The District shall fully pay the employee-only premium rate. Employees will, however, be permitted the option to purchase family coverage through the program.

ARTICLE 22 - RETIREMENT

- 22.1 An eligible employee shall have the option of retiring from the District according to the contract the District has with the Public Employees' Retirement System to provide what is commonly called "Local Miscellaneous 2% @ 60" retirement, plus other contracted optional benefits.
- 22.2 Effective 17 July 1994, or as soon thereafter as administratively possible, the District pursuant to the Administrative Code shall contribute to PERS as Employer

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Paid Member Contribution three (3) of the total seven (7) percent normal member contributions to PERS for employee retirement. Effective 17 July 1994, or as soon thereafter as administratively possible, the District pursuant to the Administrative Code shall report as Tax Deferred Member Contributions the remaining four (4) of the total seven (7) percent normal member contributions to PERS for employee retirement. Article 22.2 shall remain in effect until Article 22.3 becomes operative.

- 22.3 Effective on the first day of the first full pay period of July 2000, the District pursuant to the Administrative Code shall contribute to PERS as Employer Paid Member Contribution a total of five (5) percent of the seven (7) percent normal member contributions to PERS for employee retirement. Effective the first day of the first full pay period of July 2000 the District pursuant to the Administrative Code shall report as Tax Deferred Member Contributions the remaining two (2) of the total seven (7) percent normal member contributions to PERS for employee retirement.
- 22.4 The contributions referenced in Articles 22.2 and 22.3 above are based upon authority from PERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.
- 22.5 Articles 22.2 and 22.3 shall be operative only so long as the District pick-up of the retirement contribution continues to be excluded from the gross income of the employee under the provisions of the Internal Revenue Code. If the aforesaid provision becomes inoperative, the District shall contribute to PERS on the same basis it contributed commencing on 1 January 1981.
- 22.6 Such contributions shall be paid from the same source of funds as used in paying wages to the affected employees. The employee does not have the option to receive the District-contributed amount paid pursuant to this Article directly instead of having it paid to PERS.
- 22.7 The District agrees to amend its contract with the Public Employees' Retirement System at the earliest possible opportunity to provide the 2% at 55 benefit formula (Government Code Section 21251.132) The contract amendment will be effective December 28, 1997.

ARTICLE 23 - FLEX PLANS

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- 23.1 The District shall continue to offer a program that allows employees to have a tax advantage in their medical contributions, dependent care, and health insurance deductibles and co-payments.

ARTICLE 24 - LIFE INSURANCE

- 24.1 The District shall continue to provide group life insurance in an amount equal to \$57,855. Employees shall continue to have the option of purchasing additional insurance.

ARTICLE 25 - DEFERRED COMPENSATION

- 25.1 The District shall provide a matching contribution, on behalf of each employee who is a participant in the savings plan provided for in Administrative Code, division VI, chapter 7, article 5, in the amount of 50 cents for each dollar contributed by the employee pursuant to Administrative Code section 6765(a), subject to the following limits.
- 25.2 The maximum District matching contribution shall not exceed three (3) percent of the total employee's cash compensation and salary reductions permitted under sections 401(k), 414(h), and 457 of the Internal Revenue Code during the calendar year (total cash compensation).
- 25.3 This section shall only be operative to the extent that the District can make matching contributions and maintain compliance with the Internal Revenue Code. If this section becomes inoperative, then either party may, on 30 days' notice, notify the other party of its desire to amend this MOU as a result of such event. Upon expiration of such notice, both parties shall meet and confer in good faith pursuant to division VI, chapter 1 of the Administrative Code.

ARTICLE 26--DIRECT DEPOSIT

- 26.1 Effective July 1, 1997, all employees shall directly deposit their net salary to a bank of their choice via direct electronic paycheck deposit.
- 26.2 The specific procedures for implementing direct deposit shall be developed and implemented by the District.

ARTICLE 27--SOCIAL SECURITY ALTERNATIVE

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27.1 The parties agree the District shall provide an alternative to Social Security for part-time, seasonal and temporary employees as defined in the Internal Revenue Code.

ARTICLE 28 - SEVERANCE PAY

28.1 Any employee who resigns, is laid off for lack of work, is removed for cause, or retires under the provisions of the Public Employees' Retirement Law, and meets the requirements of Administrative Code Section 6248 (d) shall be paid at the employee's hourly pay rate for 52.2 percent of accumulated hours of sick leave in full at the time of separation.

ARTICLE 29 - ANNUAL LEAVE

29.1 The accrual schedule for annual leave shall be as follows:

RANGE OF HOURS		ACC. FACTOR
From	Through	FOR EACH HR.
1	8,352	.0386250
8,353	18,792	.0574720
18,793	20,880	.0616100
20,881	22,968	.0652880
22,969	25,056	.0689660
25,057	27,144	.0731040
27,145	Last hour of total service	.0767817

29.2 Effective 1 January 1998, the maximum accrual of annual leave shall be 450 hours. There shall be no accrual over 450 hours.

29.3 Effective 1 January 1998, once an employee's current credit of annual leave reaches 450 hours, the employee shall accrue no additional annual leave until the current credit is reduced below 450 hours.

29.4 For 1997, the annual leave payoff shall be made in accordance with existing procedure as provided in the Administrative Code.

29.5 If, during subsequent years of the Agreement, on the last day of the payroll cycle that includes 15 November, an employee has current credit for more than 375 hours, the employee shall be paid for all hours in between 375 hours and the

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maximum set forth at 29.2 above. Such payment shall be made with the first paycheck in December.

- 29.6 It is the responsibility of the employee to assure that the employee does not exceed the maximum accrual.
- 29.7 The District shall be responsible for scheduling the annual leave periods of employees in such a manner as to achieve the most efficient functioning of District. The District shall determine whether or not a request for annual leave will be granted. However, an employee's timely request for annual leave shall only be denied for good and sufficient business reasons.
- 29.8 Subsequent to 1 January 1998, if an employee's timely request to take annual leave is denied and such denial causes the employee's current credit for annual leave to exceed 450 hours, then the employee's accrual shall continue beyond the 450 hour cap for the next three months. At the end of three months the 450 hour cap will apply. During the three months and with a timely request, the employee shall be allowed to take annual leave except in cases of extreme business emergencies.
- 29.9 Effective July 1, 1997, the accrual schedule shall be modified to:

RANGE OF HOURS		Yrs of Service	ACC. FACTOR FOR EACH HR.
From	Through		
1	8,352	0-4	.0386250
8,353	18,792	5-9	.0574720
18,793	20,880	10	.0616100
20,881	22,968	11	.0652880
22,969	25,056	12	.0689660
25,057	27,144	13	.0731040
27,145	39,672	14-19	.0767817
39,673	41,760	20	.0804597
41,761	43,848	21	.0842911
43,849	45,936	22	.0881226
45,937	48,024	23	.0919540
48,025	Last hour of total service	24	.0957854

ARTICLE 30 - PERSONAL LEAVE

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- 30.1 An employee who has been employed by the District for more than 1,044 hours of continuous current service, including military leave may take personal leave with pay up to 24 hours during the current calendar year. Said personal leave shall not be charged against the employee's accumulated sick leave. Such personal leave may be taken for any personal reason, so long as such leave does not interfere with the mission of the District.
- 30.2 Personal leave must be used in the calendar year in which it is received. Personal leave shall not be carried over into the calendar year following the year in which it is received.

ARTICLE 31--BEREAVEMENT LEAVE

- 31.1 Notwithstanding the 24-working-hour limit in Administrative Code section 6243, employees shall be allowed an amount not to exceed 40 working hours if they are otherwise qualified to use bereavement leave, and the death occurs outside the State of California.

ARTICLE 32 - FAMILY AND MEDICAL LEAVE

- 32.1 The District will provide family and medical leave care for an employee as required by state and federal law.
- 32.2 For purposes of this Article, employee shall mean an employee who has at least one (1) year (52 weeks) of service with the District and at least 1250 hours active service in the past year.
- 32.3 The following provisions set forth certain of the rights and obligations with respect to family and medical leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA") (Government Code 12945.2).
- 32.4 Unless otherwise provided by this Article, "Leave" under this Article shall mean leave pursuant to the FMLA and CFRA.
- 32.5 An employee is entitled to a total of 12 workweeks of Leave during any 12-month period. The 12-month period for calculating Leave entitlement will be a 12-month period measured forward from the date the Family Leave was first taken.

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- 32.6 An employee's entitlement to Leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.
- 32.7 An employee shall provide at least 30 calendar days written advance notice for foreseeable events. For events which are not foreseeable, the employee shall notify the District as soon as the employee learns of the need for the Leave, but no later than five working days from learning of the event.
- 32.8 When the Leave is due to the health condition of the employee, the employee shall utilize Leave in the following order:
- A. all sick leave;
 - B. 40 hours of annual leave; if annual leave is exhausted the employee may choose to use other paid or unpaid leave to complete the 40 hours;
 - C. the employee has the option of using additional full paid leave time. If the employee chooses to use additional paid leave time it must be used in the following order:
 - (1) the balance of their annual leave,
 - (2) other paid leave;

If the employee does not opt to use full paid Leave time then the employee must move to D below:

- D. 75% disability,
- E. 50% disability,
- F. annual leave,
- G. at employee option, other paid leave,
- H. unpaid leave;

The exhaustion of the paid leave shall run concurrently with the Leave.

- 32.9 When the Leave is taken for any purpose other than a health condition of the employee, the employee shall utilize Leave in the following order:
- A. Employee Family Illness
 - (1) Administrative Code Section 6229--Special Leave
 - (2) annual leave
 - (3) at employee option, other paid leave
 - (4) unpaid leave

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- B. Adoption or Birth
 - (1) Administrative Code Section 6229--Special Leave
 - (2) annual leave
 - (3) at employee option, other paid leave
 - (4) unpaid leave

The exhaustion of the paid leave shall run concurrently with the Leave.

- 32.10 If an employee takes sick leave or partial pay disability leave without requesting Family Leave, within two days of the employee's return to work and advisement of the District concerning the purpose of the sick leave, the District shall make a determination as to whether the sick leave shall be considered Family Leave.
- 32.11 The District shall maintain coverage under any group health plan for the duration of the Leave at the level and under conditions that would have been provided had the employee been working. However, the District shall only maintain such group health plan coverage for such employee for up to 12 weeks within a 12-month period commencing with the start of the Leave.
- 32.12 An employee has the right to reinstatement to the same or a comparable position unless the employee is exempted from such right under the provisions of the FMLA or CFRA.

ARTICLE 33--MILEAGE REIMBURSEMENT

- 33.1 Mileage reimbursement for employees using their personal automobiles for District business shall be deemed to include all costs, including gas, oil, tires, insurance, maintenance, and depreciation and shall be at the current IRS published rate. Such rate will not be implemented retroactively.

ARTICLE 34--TRAVEL EXPENSES

Travel expenses shall be authorized and paid as provided in this Section and the relevant sections of the Administrative Code (see AC 6320 et. seq.)

34.1 Work Location:

The District has the option to assign an employee to a temporary work location (34.2), a temporary headquarters (34.3), or a new main headquarters (34.4) and to decide the employee's travel status.

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34.2 Temporary Work Location

- A. If an employee is required to report to a work location other than his assigned headquarters, the District has the option of placing the employee on overnight travel status as provided in the Administrative Code.
- B. For travel to and from the work location, an employee will either be given the use of a District vehicle or will be required to use his personal vehicle.
- C. The District has the option of requiring the employee to arrive at a temporary work location at the start of the employee's normal work day or allowing the employee to travel to the temporary work location on District time.
- D. Travel compensation will be determined by using the approach set forth in Article 34.3 below. However, if a District vehicle is provided, and the employee travels outside assigned hours, the travel time will be reported as hours worked.
- E. If the employee is required to report to his headquarters and then drive to temporary work location on District time and the employee uses a personal vehicle, then mileage will be paid between headquarters and the temporary work location and Article 34.3 will not apply.

34.3 Temporary Headquarters

- A. Employees who are assigned to a new temporary headquarters and the assignment is for at least 60 days but no more than 36 months, shall be paid travel compensation as provided below:

TOTAL MILES (ROUND TRIP)	TRAVEL COMPENSATION
0-20 miles	\$ 0.00
21-30 miles	\$15.00
31-40 miles	\$30.00
41-50 miles	\$45.00
51 or more miles	\$55.00

- B. Total round trip miles are the miles between the employee's home and the new temporary headquarters, less the roundtrip miles between the employee's home and his permanent headquarters.

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- C. If the employee's new temporary headquarters is closer to the employee's home than the employee's permanent headquarters there is no travel compensation.
- D. Travel distances will be determined by using the shortest available route.
- E. If the employee is traveling on District time, Article 34.3.A shall not apply and the employee shall only be compensated for mileage pursuant to Article 33 --Mileage Reimbursement.
- F. At the District's discretion, travel compensation may be paid to an employee for more than 36 months.

34.4 Permanent Headquarters

- A. If an employee's permanent headquarters is changed and the difference in mileage between the employee's old headquarters and home, and the employee's new headquarters and home, is 20 or more additional roundtrip miles, then the District has the option of providing a vehicle or paying mileage pursuant to Article 33 -- Mileage Reimbursement.
- B. The total period of transportation assistance to any employee reassigned to new headquarters shall not exceed 12 months.
- C. The furnishing of transportation assistance shall not preclude reimbursement for relocation expenses.
- D. If the employee sells or vacates his residence of record during the 12-month period of eligibility for transportation assistance, such assistance shall immediately stop.

34.5 Overnight Travel Status

- A. If the employee is placed on overnight travel status, the District has the option of paying the employee's expenses either by reimbursing the employee's actual expenses for room, board and incidentals or by paying per diem.
- B. For each day an employee is on overnight travel status, per diem shall be \$35 for meals and incidental expenses and \$65 for lodging. Employees shall submit the proper forms to validate subsistence payment.

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- C. An employee will be placed on overnight travel status at the start of the work week and taken off at the end of the work week.
- D. An employee on overnight travel status will be credited with one round trip per week, to the work location at the beginning of the week and from the work location at the end of the week.
- E. An employee who is on travel status, may on occasion be required by District management to remain overnight in the job site area for emergency availability. This situation would change his status to "overnight travel". Management then has the option to pay total meal and lodging costs in lieu of per diem.
- F. Employees on overnight travel status (per diem) may bring their family with them, but are responsible for payment of family's charges for lodging, meals, and incidental expenses. However, family member(s) meals and incidental expenses may be paid by the District if the Division Manager can reasonably determine that it is appropriate. This decision must be approved in writing by the Division Manager, prior to the work assignment.

ARTICLE 35--DISTRICT HOUSING

- 35.1 Employees renting District-owned residences at locations other than the Iron, Eagle and Hinds villages, shall pay a monthly rental calculated at 6.28 cents per square foot of living space. Employees renting District-owned residences at the Iron, Eagle and Hinds villages shall continue pay a monthly rental calculated at 4.79 cents per square foot of living space. Living space is defined as the area within the outside perimeter of the house, excluding screened-in porches, garages, and cooler or air-conditioning rooms, but including service porches, enclosed porches and utility rooms.
- 35.2 In addition to the above-stated rental rates, employees renting District-owned garages shall pay \$4.14 per month for such rental.
- 35.3 Utility charges and credits, if any, shall remain unchanged. To the extent any monetary benefit is conferred on an employee by this section, that benefit shall not be considered compensation for purposes of the Fair Labor Standards Act.

ARTICLE 36--NO SMOKING POLICY

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- 36.1 Recently, the Surgeon General presented the American public with conclusive evidence that smoking is not only injurious to the people who smoke, but also to the nonsmokers who are around them. The District has a strong commitment to protect the health and safety of all its employees. Therefore, smoking will be prohibited within the buildings of all District facilities, and District vehicles with multiple occupants.
- 36.2 The purpose of this Article is to provide a smoke free building and work environment. The District shall make reasonable effort to accommodate employees who smoke by providing smoking areas that limit exposure to the nonsmokers at each facility.
- 36.3 All employees will be required to comply with this and any other smoking regulations imposed by the State and/or other local government, or by building management in buildings leased by Metropolitan Water District.

ARTICLE 37--DRUG TESTING POLICY

- 37.1 The District may require applicants for employment to submit to testing for alcohol and other controlled substances.
- 37.2 The District may require employees in positions determined by it, in its sole discretion, to relate to health, safety, or security, to be randomly tested for alcohol and other controlled substances.
- 37.3 The District may also require any employee to submit to testing for alcohol and other controlled substances if the employee is involved (1) in an accident or damage to equipment or property, (2) in the event of rule violations and, in either case, there is reasonable suspicion of alcohol abuse or controlled substance use, or (3) when there is otherwise a reasonable suspicion to believe the employee is under the influence of alcohol or another controlled substance. Employees determined to be under the influence may be tested on a random basis until and unless the District determines that there is no longer a basis to continue the testing. Refusal to submit to such tests, when and as requested, shall be cause for disciplinary action up to and including discharge.
- 37.4 All testing of employees pursuant to this policy shall be on District paid time and at District expense. Test results may be utilized in determining disciplinary action.
- 37.5 The parties agree that a drug and alcohol free workplace is to their mutual benefit and interest and is also to the benefit and interest of all District employees and the

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community. Consequently, the Supervisors' Association agrees to support the DRUG & ALCOHOL POLICY developed by the District.

ARTICLE 38--BULLETIN BOARDS

- 38.1 Supervisors' Association may use District bulletin board space as available. The boards shall be used solely for the following subjects:
- A. Information concerning Supervisors' Association activities and policies; and
 - B. Announcements of scheduled Supervisors' Association meetings.
- 38.2 All material other than stated above shall be subject to the approval of the Employee Relations Officer at Headquarters or the supervisor in charge of the appropriate field facility.
- 38.3 Notices posted by Supervisors' Association on District bulletin boards shall not contain anything which may reasonably be construed as maligning the District or any of its employees. In addition to any other lawful actions, the District may, in its sole discretion, revoke or suspend the right granted by this Article if such right is abused.

ARTICLE 39--CLASSIFICATION REVIEW

- 39.1 An employee who believes he is improperly classified may submit a request for a study of his position to his supervisor only during the month of February each year.
- 39.2 Such request shall be processed through the department/division and submitted to the Human Resources Division no later than March 31st of the same year.
- 39.3 The Human Resources Division may decline a request for a study of a position that has been studied within the past 24 months, unless the employee justifies such new request. If the Human Resources Division declines to perform the requested study, then the Human Resources Division shall inform the requesting employee in writing no later than June 30th of the same year.
- 39.4 Each employee submitting a study request shall receive a prompt written response to such request, but in no event shall the response be later than the end of the fiscal year following the fiscal year of submittal. Such response shall state whether the

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job that was studied will remain the same, be upgraded, downgraded or moved laterally.

- 39.5 If the Human Resources Division denies the reclassification of the employee's job, then the Human Resources Division shall give the employee the reasons for the denial in writing.
- 39.6 If the Human Resources Division recommends reclassifying the job to a higher level classification, then either the higher level job duties will be reassigned or the employee will be promoted to the new classification effective the first day of the first pay period of the appropriate February following the pay period in which the reclassification request was submitted.
- 39.7 Employees who are currently under disciplinary action and/or corrective action plans are not eligible to request a study.

ARTICLE 40--PERSONNEL FILE

- 40.1 An employee, or an employee's representative with the written consent of the employee, may inspect the employee's personnel file.

ARTICLE 41 - CHILD CARE

- 41.1 The parties agree to form a joint committee with AFSCME Local 1902 by September 1, 1997 which will survey employees to determine interest in child care opportunities provided by the District.
- 41.2 If sufficient interest exists, the committee shall consider alternative methods for providing child care and the costs involved. The results shall be submitted in the form of a report to the Director of Human Resources for District consideration and action.

ARTICLE 42-- MANAGEMENT BULLETINS

- 42.1 The parties agree to clarify the District's personnel rules which are contained in the District's Management Bulletins by placing personnel rules in this Agreement or the Administrative Code, and by eliminating the Management Bulletins.

ARTICLE 43 -- WORK SCHEDULES

- 43.1 The workweek shall consist of forty (40) hours in seven (7) consecutive twenty-four (24) hour periods as determined by the District and made known to the employee.

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- 43.2 There shall be an unpaid meal period of up to forty-five (45) minutes as determined by the District. The employee's preference shall be taken into account when the meal period is scheduled.
- 43.3 If possible, there shall be two rest periods of approximately fifteen (15) minutes each. If taken, each rest period shall be scheduled approximately mid-way between each half of the employee's workday. Rest periods shall not be used to lengthen a meal period or shorten a work day or work week.
- 43.4 The following are authorized work schedules:
- A. Five-eights (5-8)**

A five-eights work schedule shall consist of five (5) consecutive eight hour days. The work week for employees on the five-eights work schedule commences at 12:00 a.m. Sunday and ends at 11:59 p.m. Saturday.
 - B. Four-ten (4-10)**

A four day work schedule shall consist of four (4) consecutive ten hour days. The work week for employees on the four day work schedule commences on Sunday at 12:00 a.m. and ends Saturday at 11:59 p.m.
 - C. Forty-four, thirty-six (44/36)**

The forty-four, thirty-six (44/36) work schedule shall consist of four consecutive nine hour days with the fifth consecutive day as an eight hour day or a regular day off. The eight hour day and the regular day off shall alternate from week to week. The work week for employees on the forty-four, thirty-six shall commence at the middle of the eight hour day and end at the middle of the regular day off.
 - D. Modified 10-hour day**

A modified ten hour day work schedule shall consist of two eight (8) hour days, four ten (10) hour days and two twelve and one half (12-1/2) hour days during each pay period (40.5 hours each week) for operators and responders only. Work days shall be consecutive. For the modified 10 hour day, shifts may rotate for a minimum of 80 hours but not to exceed three months.

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E. 28E Schedule

During the term of this MOU, the District shall implement the schedule known as 28E only in cases of an emergency and only during the emergency. This schedule can only be used until and if the 12-hour shift is implemented pursuant to Subsection F, below. For the 28E schedule, the shifts may rotate for a minimum of 80 hours but not to exceed three months.

F. Twelve hour day

- (1) Effective January 1, 1998, the District has the option of implementing a twelve hour day schedule for operators and responders only.
- (2) A twelve hour day work schedule shall consist of a fourteen (14) day period with three (3) consecutive 12.5 hour work days, four consecutive days off, four consecutive 12.5 hour work days and three consecutive days off. The workweek for employees on the twelve hour day shall commence at the middle of the first twelve (12) hour workday in the four workday block. For the twelve hour day, shifts shall rotate for a minimum of 80 hours but not to exceed three months.

G. Irregular work schedules

Irregular schedules currently in effect shall remain in effect unless changed through mutual agreement of the parties.

43.5 During the term of this MOU no unauthorized work schedule shall be implemented without mutual agreement of the parties.

43.6 The decision to change from one authorized schedule to another and its effects shall be subject to meet and confer.

ARTICLE 44--EXAMINATION PROCESS

44.1 Selection and appointment for open positions within this unit will be determined by division management.

ARTICLE 45--DISCIPLINE

45.1 Employees shall be subject to those provisions of the discipline procedure which are found in the Administrative Code.

ARTICLE 46--GRIEVANCE PROCEDURE

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46.1 Definitions

- A. A grievant is an employee, a group of employees, or the Supervisors' Association. Alleged grievances which affect more than one employee in a substantially similar manner normally will be consolidated.
- B. A grievance is an alleged misapplication of a specific provision of (1) this MOU, (2) the Administrative Code, or (3) other rules or regulations governing personnel practices and other terms and conditions of employment within the scope of negotiations, which alleged misapplication adversely affects the grievant. A grievance also includes the following actions: (1) withholding of a merit step, (2) oral warning, (3) written warning (4) suspensions of five (5) days or less, and (5) a performance evaluation with a Corrective Action Plan.
- C. A written grievance is a grievance as defined above, which has been reduced to writing on a form provided by the District. The written grievance shall include the employee's name, classification, division, immediate supervisor's name, and representative's name, if any. It must also include the specific article of the provision alleged to have been misapplied, a clear and concise description of the alleged grievance with the circumstances supporting the employee's allegation, and the specific remedy requested to resolve the grievance.
- D. A "day" is any day in which the Headquarters of the District is open for business.

46.2 Waivers and Time Limits

- A. Failure by management to reply to the grievance within the time limits specified in this Article automatically grants to the grievant the right to process the grievance to the next level within the time limits defined in the next level.
- B. Any level of review or any time limits established in this Article may be waived or extended by mutual agreement confirmed in writing.
- C. If a grievant fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last response by management and the grievance shall not be subject to further appeal.

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46.3 General Provisions

- A. The Supervisors' Association agrees to use the District's standard grievance form when processing formal grievances.
- B. The grievant shall be bound by the statement of the grievance as originally defined.
- C. If the grievant is not represented by the Supervisors' Association, the Supervisors' Association shall be notified of a settlement proposed at any formal level of the procedure which settlement is acceptable to both the grievant and the District prior to the settlement being finalized. The purpose of this step is to allow the Supervisors' Association to state its position for the record. If the Supervisors' Association does not provide a written response within seven (7) days after notification, such opportunity to respond shall be considered waived, and the proposed settlement shall be implemented and the matter closed. If a timely response is made, the District's representative shall give full consideration to the Supervisors' Association position prior to settlement of the grievance.

46.4 Informal Complaint

- A. Before filing a written grievance, the employee shall attempt to resolve the problem in meeting with his immediate supervisor.
- B. The immediate supervisor shall give an oral response to the employee within five (5) days of the date the issue was raised by the employee.

46.5 Formal Grievance

- A. *Level I*
 - (1) If the grievant is not satisfied with the resolution proposed at the informal level, he may, within thirty (30) days from the event giving rise to the grievance or from the date the grievant could reasonably have been expected to have had knowledge of such event, file a written grievance with his Branch Manager on the District's grievance form.
 - (2) The Branch Manager shall, within ten (10) days of receipt of the grievance, meet with the grievant and give a written response to the grievant on the original grievance form.

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Metropolitan Water DISTRICT of Southern California, Post Office Box 54153, Los Angeles, California 90054).

- 48.2 Supervisors' Association's representative shall be the Supervisors' Association President or the President's designee (address: Supervisors' Association of The Metropolitan Water District of Southern California, c/o The Metropolitan Water District of Southern California, Post Office Box 54153, Los Angeles, California 90054).

ARTICLE 49--NON-DISCRIMINATION

- 49.1 There shall be no discrimination on the part of either the District or Supervisors' Association towards any employee on any of the basis forbidden by any state or federal law applicable to the District which forbids discrimination against any individual or group of individuals.

ARTICLE 50--RENEGOTIATIONS

- 50.1 In the event either party elects to renegotiate a successor agreement, then within 120 to 90 days prior to the termination of this Agreement, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals to modify the current Agreement.
- 50.2 Upon receipt of such written notice and proposals, negotiations shall begin no later than 60 days prior to the termination date of the Agreement.
- 50.3 In the event that neither group has served upon the other a written request to commence negotiations, the current Agreement shall continue in full force and effect for one year from the expiration date unless both parties mutually agree to reopen.

ARTICLE 51--FULL UNDERSTANDING, MODIFICATION, WAIVER

- 51.1 This Agreement sets forth the full and entire understanding of the parties, regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties whether formal or informal, regarding these matters are hereby superseded or terminated in their entirety. However, except as modified herein, to the extent existing Metropolitan Water District Administrative Code provisions, resolutions, policies, general instructions, rules and regulations in effect on July 1, 1997 (collectively referred to as "requirements") relate to matters within the scope of representation or require consultation in good faith pursuant to the Meyers-Milias-Brown Act or any successor legislation, they

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shall continue in full force and effect as to any appropriate unit represented by Supervisors' Association unless changed or eliminated by the District after expiration of this Agreement and after the District has, to the extent required by law, met and conferred or consulted. The District may add new requirements not in conflict with this Agreement which are to be applicable to any appropriate unit represented by Supervisors' Association after any required meeting and conferring or consulting. The District's right to change or eliminate portions of the aforesaid requirements or to add new requirements, which are not within the scope of representation or not subject to consultation, shall remain unimpaired.

- 51.2 Except as otherwise specifically provided in this Agreement, it is agreed and understood that during the term of this Agreement, Supervisors' Association voluntarily waives its right to meet and confer, and agrees that the District shall not be required to meet and confer in good faith (1) on any subject preempted by existing federal or state law or by District Administrative Code, and (2) with respect to any subject or matter within the scope of representation, whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
- 51.3 It is understood and agreed that this Agreement is subject to any lawful rules and regulations enacted by the District which do not conflict with the specific salary and benefit provisions of this Agreement. If any part or provision of this Agreement is in conflict or inconsistent with such rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable regulation, and the remainder of this Agreement shall not be affected thereby. It is specifically understood and agreed that the rights of District management as defined in Administrative Code Section 6103, are incorporated by reference, and shall be binding on the parties to this Agreement.
- 51.4 No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by both parties hereto, and if required, approved and implemented by the District's Board of Directors.
- 51.5 The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of its terms and provisions.

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ARTICLE 5² -- SIGNATURES

For The Metropolitan Water District
of Southern California

For The Supervisors' Association of The
Metropolitan Water District of Southern
California

General Manager, MWD

President, Supervisors' Association

NEGOTIATORS:

Lyta E. Birch

Ronald E. Long

Marcie She

James P. Gray

Steph...

James...

[Signature]

Andrew...

David H. ...

Melva K. Ogden

Jack Mason

[Signature]