



**Special Meeting
Governing Board of Sweetwater Authority
AGENDA**

Thursday, December 12, 2024

5:00 p.m.

**Sweetwater Authority
505 Garrett Avenue
Chula Vista, CA 91910**

Notice: This meeting will be held at the above date, time, and location, and Sweetwater Authority Board members and members of the public may attend in person. Some Sweetwater Authority Board members may attend and participate in the meeting virtually pursuant to the Brown Act (Gov. Code § 54953). As a convenience to the public, the Sweetwater Authority provides a call-in option and internet-based option for members of the public to virtually observe and provide public comments at its meetings. Additional details on in-person and virtual public participation are below. Please note that, in the event of a disruption in the call-in option or internet-based option, the meeting will continue unless otherwise required by law, such as when a Director is attending the meeting virtually pursuant to certain provisions of the Brown Act.

To join via Zoom Webinar from a computer, tablet, or smartphone, click on the link below:

<https://zoom.us/j/91458023440>

To join this meeting via telephone, please dial:

1-669-900-6833 or 1-253-215-8782

Meeting ID: 914 5802 3440

The Zoom Webinar link and telephone number will be active approximately 15 minutes prior to the meeting start time.

If you are unable to access the meeting using this call-in information, please contact the Assistant Board Secretary at (619) 409-6704 for assistance.

INSTRUCTIONS FOR PUBLIC COMMENT

Members of the public may address the Board regarding items listed on the agenda. Speakers are asked to state name, address, and topic, and to observe a time limit of three (3) minutes each. Public comment on a single topic is limited to twenty (20) minutes. (Note: Written comments will no longer be read aloud during the meeting.)

Making Public Comment for Those Attending In-Person:

Anyone desiring to address the Governing Board regarding an item listed on the agenda is asked to fill out a speaker's slip and present it to the Board Chair or the Secretary. Request to Speak forms are

available at the meeting location.

Making Public Comment for Those Not Attending In-Person:

The Chair will inquire if there are any comments from the public regarding any items listed on the agenda prior to Board discussion. Members of the public may request to speak and make comments as follows:

- Via Zoom Webinar, click on “Raise Hand” button. This will notify the moderator that you wish to speak during Oral Communication or during a specific item on the agenda.
- Via phone, you can raise your hand by pressing *9 to notify the moderator that you wish to speak during the current item.

Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the Board Secretary at (619) 409-6703 at least twenty-four (24) hours before the meeting, if possible.

UNDERSTANDING THE MEETING AGENDA

Action Calendar Agenda Items on the Action Agenda call for discussion and action by the Board. All items are placed on the Agenda so that the Board may discuss and take action on the item if the Board is so inclined, including items listed for information.

Closed Session At any time during the regular session, the Governing Board may adjourn to closed session to consider litigation, personnel matters, or to discuss with legal counsel matters within the attorney-client privilege. (Government Code Section 54954.5.)

	Pages
1. Call Meeting to Order and Roll Call	
2. Pledge of Allegiance to the Flag	
<u>Action and Discussion Items</u>	
3. New Business	
3.1 Sweetwater Reservoir PFAS Workshop (Information Item)	4
4. Closed Session	
4.1 Conference with Labor Negotiator pursuant to Government Code Section 54957.6: Agency Negotiators: General Manager Carlos Quintero, Assistant General Manager Roberto Yano, and Special Legal Counsel Mark Bresee Employee Organization: Sweetwater Authority Employee's Committee	
<u>Action and Discussion (Continued)</u>	
5. New Business (Continued)	
5.1 Consideration to Adopt Resolution 24-21 Approving the Memorandum of Understanding between Sweetwater Authority and the Sweetwater Authority Employees Committee, Effective July 1, 2024, and Adopt Resolution 24-22, Updating the Salary Schedule for Certain Authority	24

Employees

6. Closed Session (Continued)

- 6.1 Conference with Legal Counsel – Existing Litigation pursuant to Government Code Section 54956.9 (d)(1):
Karin Saunders, James Tooma, and Steve Tooma v. City of San Diego,
County of San Diego, Sweetwater Authority and Does 1-100 SDSC Case
No. 24CU026759C**
- 6.2 Public Employee Performance Evaluation pursuant to Government Code
Section 54957:
Title: General Manager**

7. Adjournment

This agenda was posted at least twenty-four (24) hours before the meeting in a location freely accessible to the Public on the exterior bulletin board at the main entrance to the Authority's office and it is also posted on the Authority's website at www.sweetwater.org. No action may be taken on any item not appearing on the posted agenda, except as provided by California Government Code Section 54954.2. Any writings or documents provided to a majority of the members of the Sweetwater Authority Governing Board regarding any item on this agenda will be made available for public inspection at the Authority Administration Office, located at 505 Garrett Avenue, Chula Vista, CA 91910, during normal business hours. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the Board Secretary at (619) 409-6703 at least twenty-four (24) hours before the meeting, if possible.

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12/12/24

PFAS Informational Workshop

Carlos Quintero, General Manager
Justin Brazil, Director of Water Quality

Agenda

- What are PFAS?
- Regulations and Testing
- Potential Solutions
- Community Outreach and Action
- Q&A



Sweetwater Authority's water is **safe to drink** and meets all current state and federal standards and guidelines.

PFAS levels were below the mitigation level, which means treatment is not required; however the level does require notifying customers.

One of four data points needed to get better picture of situation.



PFAS Explained



What are PFAS?

Per- and polyfluoroalkyl substances (PFAS) are manmade chemicals found in common household items.



Causes of PFAS

PFAS can leak into water sources through the following:

- Industry
- Firefighting foam
- Waterproof clothing
- Food boxes/wrapping
- Non-stick pans
- Cleaning products
- Personal care products



Environment/water supply

PFAS are slow to break down and can move far from their original use areas.

When the products with PFAS are manufactured, used and then discarded, they enter the environment and can end up in water sources over time.

Sweetwater closely monitors and tests the water delivered to our customers; performing more than 15,000 measurements per year.

Where are PFAS Found?



Drinking Water

Drinking water contaminated by other sources of PFAS.



Waste Sites

Soil and water at or near landfills, disposable sites and hazardous waste sites.



Fire Extinguishing Foam

Used in training and emergency response events at airports and firefighting training facilities.



Facilities

Chrome plating, electronics and certain textile and paper manufacturers that produce or use PFAS.



Consumer products

Stain, water repellant or non-stick products, paints, sealants and some personal care products such as makeup.



Food Packaging

Grease resistant paper, microwave popcorn bags, pizza boxes and candy wrappers.



Biosolids

Fertilizer from wastewater treatment plants used on agricultural lands can affect ground and surface water.

PFAS in Water Supplies

How PFAS enters water supplies

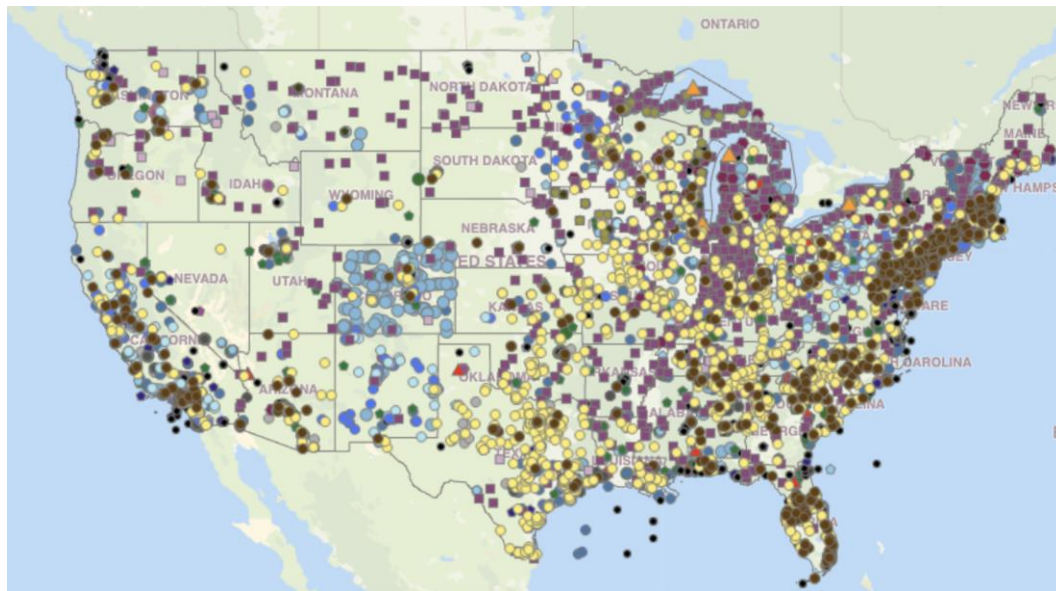
- Firefighting foam
- Industrial discharges
- Landfills and wastewater
- Consumer products



EPA PFAS Mapping

Over 57,000 sites in the U.S. could be impacted by PFAS, including 519 major airports.

Source: EPA PFAS Analytics



Cost of PFAS Remediation

PFAS Remediation Costs by Market



Sweetwater is actively considering all available options for remediation, ensuring the best possible strategy to balance, safety, cost and efficiency.

Source: AECOM/Bank of America

Regulations and Testing – California

- **State of California** and **U.S. Environmental Protection Agency (EPA)** are taking significant steps to address PFAS
- **California** has one of the most **comprehensive PFAS testing and monitoring programs** in country
- Sweetwater has received monitoring orders from the State's Division of Drinking Water (DDW) and reports under this program

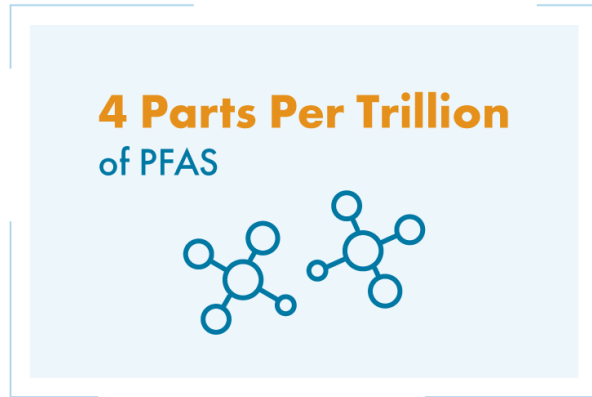


Regulations and Testing – Federal

- Enforceable EPA regulations of six PFAS with the lowest level set at **4 PPT (parts per trillion)** taking effect in **2029**
- In April 2024, EPA required public water systems to perform one year of initial quarterly monitoring by 2027, in order to meet new standards by April 2029
- Sweetwater completed first round of initial monitoring in October 2024, while conducting required monitoring per Unregulated Contaminant Monitoring Rule, known as UCMR-5.

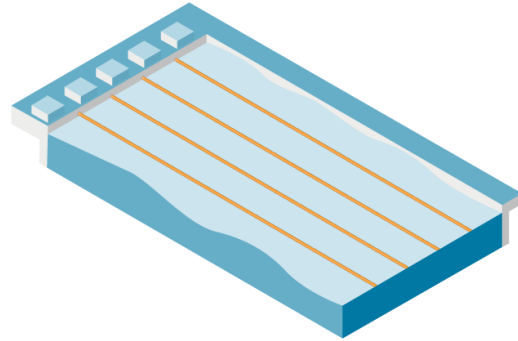


EPA PFAS Metrics Explained



=

1 drop of water  **in**
5 Olympic sized swimming pools



Initial Testing Results Received November 2024

PFAS	CA Notification Level	CA Response Level	Results
PFHxS	3 ppt	20 ppt	6.7 ppt
PFOA	5.1 ppt	10 ppt	9.4 ppt

Measured in parts per trillion (ppt)

Results received from water treated from Sweetwater Reservoir



Water Safety

- These PFAS levels were above the **California notification threshold**, meaning we are required to inform customers but **are not required to treat the water at this time**
- Based on current state and federal guidelines, your water is **safe to drink**
- The stricter federal regulations in **2029** will lower allowable thresholds, meaning water systems like ours will need to treat for even smaller amounts of PFAS

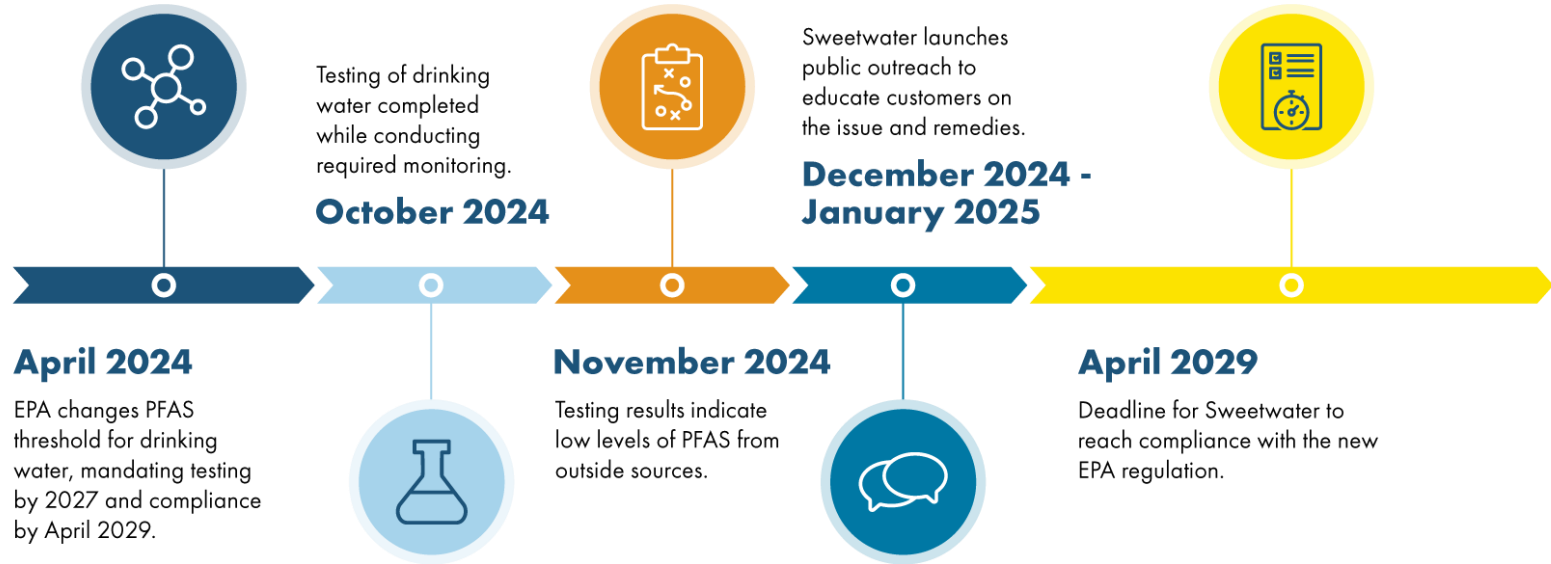


Ongoing Testing

- EPA requires more testing to obtain full picture of situation
 - Confirm exact levels in water supply
 - Required to perform quarterly monitoring for a 12 month period
 - Need three more quarterly tests in 2025: January 2025, April 2025 and July 2025
 - Will continue to test to gather more data to inform potential solutions
- Testing will continue through the end of 2025

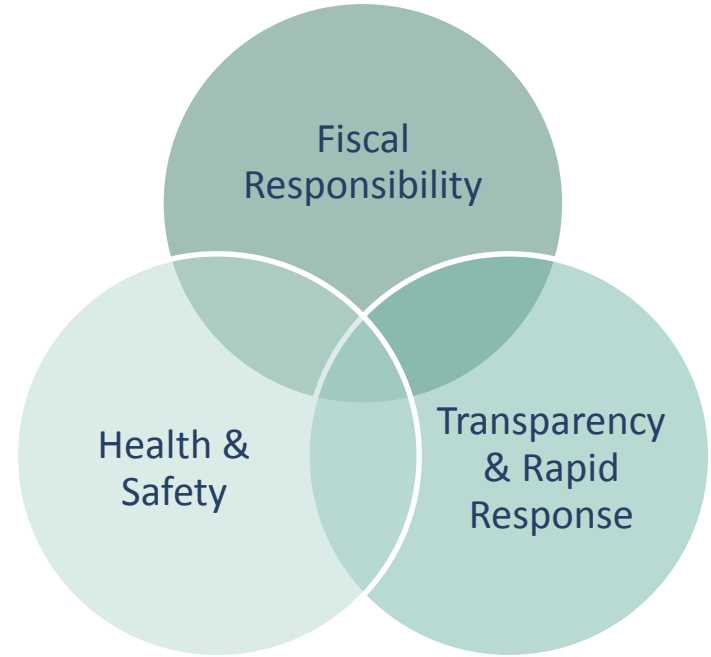


Sweetwater Authority PFAS Timeline



Potential Solutions for the Future

- This is a critical moment for us to plan for new EPA regulations
- Important to plan now because of **significant costs associated with treating PFAS**
- Advanced filtration systems require major investments in infrastructure and ongoing operational costs
- Switching to imported water adds significant cost



We are Taking Action

We are:



Trying to determine the source of the PFAS to prevent it from further contaminating our water sources.



Continue testing and monitoring for PFAS and keeping the community informed of the results.

We will be:



Considering building a purification facility that will use the best available technology to remove PFAS from our water supply and properly dispose of it.



Pursuing all possible cost saving measures to help offset the cost of needed infrastructure.



Community Collaboration

- Committed to engaging community and stakeholders throughout the process
- Next steps
 - Community Advisory Work Group updates: January 28, 2025
 - Three (3) workshops: February 2025
 - Bonita
 - Chula Vista
 - National City



How you can get involved



Visit
[www.sweetwater.org/
PFAS](http://www.sweetwater.org/PFAS)



Sign up for our
email list



Call us at
(619) 409-6786



Email
[PFAS@sweetwater.
org](mailto:PFAS@sweetwater.org)



Attend a meeting

Q&A



SWEETWATER AUTHORITY

Governing Board

December 12, 2024



Consideration to Adopt Resolution 24-21 Approving the Memorandum of Understanding between Sweetwater Authority and the Sweetwater Authority Employees Committee, Effective July 1, 2024, and Adopt Resolution 24-22, Updating the Salary Schedule for Certain Authority Employees

RECOMMENDATION

Staff recommends that the Governing Board adopt Resolution 24-21 approving the MOU between the Authority and the Sweetwater Authority Employees Committee; and adopt Resolution 24-22 updating the salary schedule for certain Authority employees.

OVERVIEW

Consistent with the direction from the Governing Board, the lead negotiators for the Authority successfully negotiated a successor Memorandum of Understanding (MOU) with the Sweetwater Authority Employees Committee (SAEC), subject to final Board approval. The SAEC ratified the agreement. The MOU is for a term of three (3) years (July 1, 2024 through June 30, 2027), and incorporates the negotiated financial and other terms, and language clean-up. The MOU is now before the Board for consideration and approval. The other two employee groups, the Confidential Group and the Middle Management Group have had an approved MOU effective January 1, 2024 and are not subject to any of the terms of this MOU.

Pursuant to Section 570.5 and 571.1 of Title 2 of the California Code of Regulations, Sweetwater Authority (Authority), and each public agency participating in CalPERS, is required to make publicly available a pay schedule that includes:

- Position title for every employee position
- Pay rate (or pensionable compensation) for each position
- Time base of each pay rate
- Any conditions for payment of an item of pensionable compensation
- Indicates an effective date and the date of any revisions

FISCAL IMPACT

Sufficient funds have been included in the FY 2024-25 Budget for the provisions contained in the MOUs and the 2024-25 Pay Schedule.

NEXT STEPS

1. Approve the Memorandum of Understanding for the Sweetwater Authority Employees Committee and adopt the following resolutions: Resolution 24-21 Authorizing Execution of a Memorandum of Understanding between the Sweetwater Authority and the Sweetwater Authority Employees Committee effective July 1, 2024.
2. Other alternative as directed by the Governing Board.

Consideration to Adopt Resolution 24-21 Approving the Memorandum of Understanding between Sweetwater Authority and the Sweetwater Authority Employees Committee, Effective July 1, 2024, and Adopt Resolution 24-22, Updating the Salary Schedule for Certain Authority Employees

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Staff Contact:
Carlos Quintero, General Manager
Roberto Yano, Assistant General Manager
Leticia Munguia, Human Resources Manager

SUPPORTING INFORMATION

Attachments

- 1. Resolution 24-21 Approving the MOU between Sweetwater Authority and the Sweetwater Authority Employees Committee
- 2. Memorandum of Understanding between Sweetwater Authority and the Sweetwater Authority Employees Committee (Clean version)
- 3. Memorandum of Understanding between Sweetwater Authority and the Sweetwater Authority Employees Committee (Red-lined version)
- 4. Resolution 24-22 Updating the Salary Schedule for Certain Authority Employees
- 5. FY 2024-25 Salary Schedule (Clean version)
- 6. FY 2024-25 Salary Schedule (Red-lined version)

Strategic Plan

Strategic Plan Goal No. 5 – Promote Constructive Labor Relations

Past Board Actions

January 10, 2024	The Governing Board approved the MOUs with the Confidential Group and the Middle Management Group.
September 22, 2021	The Governing Board approved the MOUs for the Sweetwater Authority Employees Committee, and adopted Resolutions 21-19.
September 8, 2021	The Governing Board approved the MOUs for the Sweetwater Authority Middle Management Group and the Sweetwater Authority Confidential Group, and adopted the corresponding resolutions.

RESOLUTION 24-21

**RESOLUTION OF THE GOVERNING BOARD OF
SWEETWATER AUTHORITY AUTHORIZING EXECUTION OF A MEMORANDUM OF
UNDERSTANDING BETWEEN SWEETWATER AUTHORITY AND THE
SWEETWATER AUTHORITY EMPLOYEES COMMITTEE,
EFFECTIVE JULY 1, 2024**

WHEREAS, the representative of Sweetwater Authority (“Authority”) and the Sweetwater Authority Employees Committee (SAEC) have met and conferred as required by Section 14 of the Rules and Regulations of the Authority for the administration of employer-employee relations; and

WHEREAS, the representatives of the Authority and representatives of the SAEC have agreed to a Memorandum of Understanding (MOU); and

WHEREAS, the SAEC membership has ratified the MOU; and

WHEREAS, the provisions of said MOU have been incorporated into an MOU between the Authority and the SAEC.

NOW, THEREFORE, IT IS RESOLVED by the Governing Board of the Authority as follows:

The Governing Board approves said MOU, between Sweetwater Authority and the SAEC, dated July 1, 2024, as set forth on Attachment 2, attached hereto and incorporated herein by reference. The Governing Board further authorizes the General Manager to execute said Memorandum of Understanding.

PASSED AND ADOPTED by the Governing Board of Sweetwater Authority at a regular meeting duly held on the 12th day of December, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Paulina Martinez-Perez, Chair

Attest:

Ligia Hoffman, Board Secretary

Draft MOU 07/01/2024

NOTE: Tentative agreement on any one issue or upon a comprehensive MOU, shall be of no force or effect unless and until the parties enter into a comprehensive MOU and that MOU is later approved by the Governing Board.



SAEC

Sweetwater Authority Employees' Committee

MEMORANDUM OF UNDERSTANDING

between
Sweetwater Authority
and the
Sweetwater Authority Employees' Committee

July 1, 2024 – June 30, 2027

Adopted by
The Governing Board
TBD

Carlos Quintero
General Manager

Francisco J. Montijo
Employees' Committee President

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DEFINITION OF TERMS

The following definitions shall apply throughout this Memorandum of Understanding (MOU) unless the context requires another meaning.

AB

California Assembly Bill

Advancement

A salary increase within the limits of a pay range established for a class.

Allocation

The assignment of a single position to its proper class in accordance with the duties performed, and the authority and responsibilities exercised.

Applicant

A person who has filed an application for employment with the Authority.

Appointment

The offer to and acceptance by a person of a position in Authority service through selection.

Assistant General Manager

Assistant General Manager (AGM).

Authority

The Sweetwater Authority.

Board of Directors

The Governing Board of the Authority.

Business Days

Days on which the Sweetwater Authority Main Administration Building is open for business to the public.

Candidate

An applicant, who fulfills the requirements for a given position; who has successfully completed the required examination(s) for such a classification.

Class/Classification

A group of positions similar as to duties performed, degree of supervision, and responsibility exercised or required, minimum requirements of education, experience, skill and such other qualifications, so that the same title, the same tests of fitness, and the same schedule of compensation may be applied to each position in the group.

Classic Member

An employee who is a member of CalPERS, but is not a “new member” as defined by the Public Employees’ Pension Reform Act (PEPRA). The Classic Member benefit is the two and one-half (2.5) percent at fifty-five (55) benefit formula.

Classification Plan

A compilation of the title, definition, and scope of duties for each class that is officially adopted and currently active within Authority service.

Day

Calendar day unless otherwise noted.

Demotion

The movement of an employee from one class to another class having a lower maximum rate of pay.

Department Head

The individual who is designated the administrative head of a Department and acts as the Appointing Authority for employees within the General Employees Unit.

Dismissal

The termination of employment for cause by the Appointing Authority.

Employee

Any officer or person holding a position in Authority service and within the bargaining unit represented by the Sweetwater Authority Employees’ Committee.

Employee Relations Officer

General Manager.

Employment Standards

The general qualifications prescribed for the selection of an appointee to fill a vacancy.

Examination

The process of measuring and evaluating the relative ability and fitness of applicants by job-related testing procedures.

Exempt Employees

This category includes all employees who are classified by the Authority as exempt from the overtime provisions of the Federal Fair Labor Standard Act and applicable State laws.

General Manager

The GM of the Authority or in their absence, the AGM.

Layoff

Involuntary separation from employment for non-disciplinary reasons including, but not limited to, lack of funds or work, abolition of position, reorganization or the reduction or elimination of service levels.

Management

The General Manager and the Assistant General Manager of the Sweetwater Authority.

Merit Pay Increase

An increase in pay established in the Salary Plan, which may be granted to an employee for meritorious service and completion of prescribed periods of employment in the class. All step increases are merit increases and must be approved by both the employee's Department Head and the General Manager.

Minimum Qualifications

Shall mean the lowest acceptable degree of skill, education abilities, experience, personal characteristics, and physical requirements necessary to perform the essential functions of the position, either with or without reasonable accommodation which are prescribed for the selection of an appointee to fill a position vacancy.

New Member

An employee who is a member of CalPERS and is a "new member" as defined the California Public Employees' Pension Reform Act (PEPRA). The benefit for "new members" is two percent (2%) at sixty-two years of age.

Non-Exempt Employees

Employees who are not exempt from overtime requirements under the provisions of the Federal Fair Labor Standards Act or any applicable State laws. Employees in this category are entitled to overtime pay for work in excess of forty (40) hours in a workweek or eight (8) hours in a workday.

Oral Examination

A competitive examination administered orally.

Oral Interview

That part of an examination conducted by a competent interview panel to evaluate the candidate's education, experience, and general qualifications pertinent to the position for which examined.

Overtime Pay

Payment granted to an employee for work in excess of the regularly scheduled work hours. Overtime pay shall be computed in accordance with applicable laws and MOU.

Overtime Work

Work performed in excess of regularly scheduled work hours.

Performance Probation

When a regular (non-probationary) employee's performance is evaluated as overall "unsatisfactory" on two (2) successive performance reviews, and with Management approval, the employee may be placed on performance probation for ninety (90) days. An employee may be placed on performance probation before receiving two (2) successive unsatisfactory ratings

if serious performance or attitude problems exist. The employee may be terminated or demoted if performance does not improve within the ninety (90) day period.

Position

A specific office or employment provided by the budget, whether occupied or vacant, limited term or regular, calling for the performance of certain duties as defined in a class specification.

Probationary Employees

Full-time and part-time employees who are within their initial probationary period and, as such have not obtained regular status. Such employees are on a trial basis for the purpose of assessing their ability to perform assigned tasks. Such employment may be terminated at any time with or without notice during the initial period if deemed appropriate by the Authority.

Probationary Period

A working test period during which an employee is required to demonstrate fitness for the position to which appointed by actual performance of the duties of the position.

Promotion

The movement of a qualified employee from a position in one classification by examination to a vacant position having higher minimum qualifications and a higher maximum rate of pay. General salary adjustments are not considered promotions.

Recall

The recall of employees for emergency responses to perform repairs to facilities after the end of the regular work shift or for work on days other than the employees' regular work days.

Reclassification

A change in the allocation of an individual position to its appropriate classification based upon a comparative analysis and evaluation of the job content, difficulty, and responsibility.

Reclassification may involve raising the position to a higher classification, reducing it to a lower classification, or reallocating the position to another classification at the same pay level.

Reclassification shall not be construed as a promotion or demotion.

Reemployment List

A list of persons who have been laid off from Authority service and who, in accordance with these rules and regulations, are entitled to consideration for appointment to vacancies in the class without further examination.

Regular Appointment

An appointment to a regular position after satisfactory completion of probationary periods as required by this MOU.

Regular Full-Time Employees

Employees who regularly work a minimum of thirty (30) hours per week on a continuing basis, and have successfully completed their probationary period. Such employees are hired for an indefinite and unspecified duration.

Regular Part-Time Employees

Employees who regularly work less than forty (40) hours, but more than ten (10) hours per week on a continuing basis, and have successfully completed their probationary period. As with regular full-time employees, regular part-time employees are hired for an indefinite and unspecified duration.

Regular Position

A position, the duties of which do not terminate at any stated time.

Resignation

The voluntary termination of employment of any employee.

SB

California Senate Bill

Standby

Employees assigned to be on call after regular working hours to provide emergency service on a twenty-four (24) hour-a-day basis to accomplish repairs to facilities when failures occur.

Suspension

The temporary removal of an employee from service, without pay, for disciplinary reasons and for a specified period of time.

SWAnet

Employee intranet/resource portal

Temporary Appointment

The appointment to any position in Authority service for which no Eligibility List exists, or appointment to a Temporary Position.

Temporary Employees

Temporary employees are hired on a full-time or part-time basis for a specified period of time, usually of limited duration, to handle special projects, abnormal workloads, emergencies, and to cover for employees on vacation or other leaves of absence. Employees in this category may also be called Seasonal Employees.

Temporary Position

A position that is not part of the regular service of the Authority. The positions are seasonal or short term in nature used to assist during peak workload periods.

Termination

Involuntary separation of an employee from employment.

Transfer

A change from one position to another in the same or comparable class.

"Y-Rate"

The salary step of an employee who is paid outside of the salary range for the classification in which the employee is working. The salary of an employee in a "Y-rate" may be frozen until the salary range of the classification reaches the dollar amount of the employee's salary. An employee may be eligible for "Y-rate" when being transferred, or reclassified without a break in service. "Y-rates" are subject to the approval of the General Manager.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made this, [REDACTED], by and between Sweetwater Authority (hereinafter "Authority") and the Sweetwater Authority Employees' Committee (hereinafter "SAEC").

Recitals

Whereas, the representatives of the Authority and the SAEC have met and conferred as required by Section 14 of the Rules and Regulations of the Authority for the Administration of Employer-Employee Relations; and

Whereas, the representatives of the Authority and the SAEC have agreed to an MOU that contains the conditions provided herein.

Now, therefore, it is agreed as follows:

SECTION 1 - RECOGNITION

Pursuant to Section 3500 et. seq. of the Government Code of the State of California, the Authority recognizes the SAEC as the exclusive representative and bargaining agent of the full- and part-time regular status employees in the applicable bargaining unit.

The term "employee" or "employees" as used herein shall refer to any officer or person holding a position in Authority service and in a classification within the bargaining unit represented by the Sweetwater Authority Employees' Committee, as listed in Exhibit "A", attached hereto and incorporated herein, as well as any other job classifications which may be added by mutual agreement between the Authority and the SAEC.

SECTION 2 - TERM OF AGREEMENT

This MOU shall begin on July 1, 2024, unless otherwise specifically provided herein, and terminate on June 30, 2027.

SECTION 3 - RENEGOTIATIONS

If either party wants to renegotiate a successor MOU, such party shall serve upon the other during the period from January 1 to January 30 of the final year of this MOU its written request to begin negotiations as well as its written proposals amending this MOU.

Upon receipt of such written notice and proposals, negotiations shall begin no later than thirty (30) days after receipt or February 28th, whichever is later, or such other date as is mutually agreed upon in writing by the parties.

SECTION 4 - FULL UNDERSTANDING, MODIFICATION, WAIVER

This MOU contains the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. New policies and procedures which fall within the scope of representation, as defined in Government Code Section 3504, shall be subject to the meet and confer process before adoption by the Authority, unless the subject matter of the policy falls within an Authority Right as defined in Section 5.15, Authority Rights, of this MOU. The Joint Labor Management Committee (JLMC), Section 5.18 will serve as the normal forum for such meet and confer processes.

Except for legally mandated changes in matters within the scope of representation, as defined in Government Code Section 3504, or in the case of an emergency as contemplated under Government Code Section 3504.5, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein or with respect to any other matters within the scope of representation during the term of this MOU.

No agreement, alteration, understanding, variation, waiver, or modification of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved by the Authority and ratified by the membership of the SAEC.

The waiver of any breach of any term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all of its terms and provisions.

It is agreed that no provision of this MOU including the wage rates and benefits provided for by this MOU shall be modified during the term of this MOU unless mutually agreed to between the parties, nor shall any employee suffer any inadvertent reduction of wages or benefits as a result of execution of this MOU.

SECTION 5.1 - INTRODUCTION AND GENERAL PROVISIONS

5.1A - Purpose

This MOU is designed to outline the benefits, rules, and important personnel policies that govern employment with the Authority. This MOU is a binding contract designed to ensure consistent, fair, and uniform treatment of all Authority employees within the SAEC represented bargaining unit.

The policies and procedures contained in this MOU supersede any and all previously issued Authority policies, procedures, rules or instructions which conflict with matters specifically discussed herein.

The parties agree that this MOU is subject to all current and future applicable federal, state, and local laws. Nothing in this MOU shall be deemed to supersede applicable State or Federal law or administrative regulations related to personnel matters.

If any Article, part, or provision of this MOU conflicts with or is inconsistent with applicable provisions of federal, state or local law, or is otherwise held to be invalid or unenforceable by a court of competent jurisdiction, such article, part, or provision shall be suspended or superseded by such applicable law or regulation, and the remainder of the MOU shall not be affected thereby.

5.1B - Authority and Administration

The Governing Board (Board) of the Authority has approved the provisions of this MOU.

The General Manager (GM) is responsible for implementing, administering and ensuring compliance with the provisions of this MOU. In the event any provision of this MOU needs clarification, the GM may issue administrative instructions clarifying the intent of the Board. The GM may develop and issue procedures, consistent with this MOU, to facilitate the MOU's implementation. Pursuant to Section 5.13, Resolution of Differences, the SAEC may file and process a written notice of disagreement with the GM if it disagrees with the GM's interpretation of any provision of this MOU.

If there is any conflict between this MOU and any Department policies and procedures, this MOU takes precedence.

5.1C - Distribution of Agreement

The Authority will provide a copy of this MOU to each employee. New employees will be given a copy of the MOU at the time of employment with the Authority. This document will be maintained on the Authority Intranet. All changes, agreed to by the parties, will be made on the Intranet document and all Authority employees will be notified of such changes by electronic mail.

SECTION 5.2 - POLICIES GOVERNING EMPLOYMENT

Employees are subject to the policies and procedures of the Authority, except as may be superseded by the terms of this MOU. The following provides a summary of some, but not all, personnel policies that apply to employees covered by this MOU. The full text of the referenced policies, and all other Authority policies, can be found on SWAnet.

5.2A - Employee Discrimination and Harassment

All employees have a right to work in an environment free from discrimination based on race, color, national origin, ancestry, sex including pregnancy status, gender, gender identity, and gender expression, religious (including religious dress and grooming) beliefs, age (40 years of age or older), genetic information, mental or physical disability (whether perceived or actual), citizenship status, uniformed service member status, marital status, medical conditions, sexual orientation, or any characteristic protected by law. For further information refer to the Employee Discrimination and Harassment policy.

5.2B - Outside Employment

Employees may engage in employment outside Authority employment, subject to the provisions of the Outside Employment policy.

5.2C - Conflict of Interest

Employees of the Authority are prohibited from any activities constituting a Conflict of Interest as defined in the Conflict of Interest policy.

It is the employee's responsibility to disclose and report all potential Conflict of Interest situations to the GM.

5.2D - Employment of Relatives

When applying for any position in Authority service, an employee must identify any individual who is a relative employed by the Authority. If two existing employees become related, or cease to be related, during employment, the employees may be required to notify Human Resources as soon as the change in status occurs. Rules concerning the employment of relatives are defined in the Employment of Relatives policy.

5.2E - Political Activity

Guidelines for political activity that apply to Authority employees are provided in the Political Activity policy.

5.2F - Alcohol and Controlled Substance Abuse

It is the Authority's policy to:

- Ensure employees are fit for duty and conduct business in a safe, productive and healthy manner;
- Create an environment free from the effects of employees impaired by the use of prohibited material, or by the use of legal drugs;
- Prohibit the unauthorized possession, use or distribution of prohibited material or legal drugs; and
- Make an assistance program available to employees whose personal problems affect their ability to perform their duties.

The purpose of this policy is to protect the public, Authority property and employees from risks that result from employee drug or alcohol-induced behavior. An Authority employee who thinks they may have an alcohol or drug usage problem is urged to voluntarily seek confidential assistance through the Authority's Employee Assistance Program (EAP). The Authority will be supportive of those who seek help voluntarily. This policy applies to all Authority employees conducting Authority business on or off-site employees in a safety-sensitive position who operate a commercial motor vehicle, as defined, are also subject to the Authority's policy establishing procedures in compliance with the Federal Omnibus Transportation Employee Testing Act of 1991 (Omnibus Act) the Department of Transportation Federal Highway Administration (FHWA) Regulations of 1994 (49 C.F.R. parts 40 and 382 et seq.), and Section 34520(a) of the California Vehicle Code.

DEFINITIONS

1. Alcohol

Any beverage that has alcoholic content of more than one-half (0.5) percent by volume.

2. Chain of Custody

The protocol to be followed when submitting specimens for chemical testing.

3. Chemical Testing

The examination of breath, urine or any other generally accepted method used to determine if a person has used prohibited materials.

4. Controlled Substance

Any drug or chemical whose manufacture, possession or use is regulated by a government entity/agency having jurisdiction over the Authority regarding controlled substances, including illegal drugs and prescription drugs and/or a drug substance or immediate precursor that is listed in any schedule in the California Health and Safety Code.

5. Drug Substance

Any drug or substance, including Legal Drugs, as defined in this section, that can negatively affect work performance.

6. Employee

Any officer or person holding a position in Authority service and within the bargaining unit represented by the Sweetwater Authority Employees' Committee.

7. Evaluation

May include a range of any or all of the following:

- An investigation of the circumstances concerning a possible violation of this policy;
- Discussion/counseling with the employee's Supervisor or other Management staff;
- Opportunity to participate in an Employee Assistance Program (EAP);
- Proof of Wellness Program Planning; or
- Disciplinary actions up to and including termination.

8. Fitness for Duty

As regards this policy, an individual's ability to perform their assigned job free from impairments due to use of prohibited material.

9. For-Cause or Reasonable Cause

As regards to this policy, facts, circumstances, physical evidence, physical signs and symptoms or a pattern of performance and/or behavior that would cause a prudent person to reasonably conclude that an employee may be under the influence or intoxicated by a prohibited material.

10. Intoxicated/Under the Influence

Intoxicated means a person is affected by a prohibited material so as to impair physical coordination, balance and control and/or to impair mental functions of judgment, decision-making, memory, concentration and cognitive problem solving.

11. Legal Drugs

Includes prescribed drugs and over-the-counter drugs that have been legally obtained and are being used for the purpose for which they were prescribed or manufactured.

12. Positive Results

The laboratory identification of a prohibited material in any test conducted per definition 13 below in the amounts defined as positive.

13. Prohibited Material

Any alcohol, drug, or substance included in definitions 1, 4, or 5 above.

14. Proof of Wellness

Statement by an Authority-approved treatment specialist that the employee-applicant is free from conditions that would adversely affect work performance.

GUIDELINES

General Requirements

- A. All employees shall be notified of this policy and shall receive information on prohibited material abuse and its impact on the work place. Supervisors shall receive training to fairly and effectively administer this policy.
- B. If an employee believes he/she has been unjustly accused or implicated in prohibited material abuse, the employee may request an appropriate test at Authority expense.
- C. Chemical testing shall be conducted in such a manner to assure a high degree of accuracy and reliability. The Authority also affirms the necessity to uphold dignity in the sampling process. The procedure used shall include an unbroken chain of custody with a right to parallel controlled testing by the employee at the employee's expense.

- D. Off-duty conduct where prohibited material is implicated may trigger an evaluation if there is a reasonably established connection between the off-duty conduct and the employee's job.
- E. Simple possession of prohibited material without authorization on property, equipment or vehicle owned or leased by the Authority, or while on duty for the Authority, shall result in an evaluation, which includes the possibility of disciplinary action up to and including termination.
- F. Sale of, negotiation for sale of, delivery of, and/or possession with the intent to sell or deliver, prohibited material on property, equipment or vehicle, owned or leased by the Authority, or while on duty for the Authority, shall result in an evaluation, which includes the possibility of disciplinary action up to and including termination.
- G. The Authority shall report evidence of suspected criminal activity, including manufacture, delivery, distribution and possession of prohibited material on Authority property or while on duty for the Authority, to appropriate law enforcement authorities.

REASONABLE CAUSE DETERMINATION

An employee may be subject to an investigation and reasonable cause determination which may result in chemical/alcohol testing as appropriate, if there is reason to believe that use of prohibited material is adversely affecting job performance.

- A. Examples of reasonable cause may include, but are not limited to:
 - 1. Acceptable documentation of unsatisfactory performance related to use of prohibited material.
 - 2. Physical symptoms consistent with use of prohibited material.
 - 3. Evidence of illegal prohibited material use or possession.
- B. Employees believed to be under the influence or intoxicated while performing or conducting Authority business will be immediately removed from their work assignment.
- C. Employees confirmed through chemical testing to be intoxicated/under the influence while performing Authority business, shall be subject to evaluation.
- D. Employees believed to be intoxicated/under the influence will be provided transportation. If an employee insists on driving, law enforcement agencies will be notified.
- E. Refusal to submit a sample or sample tampering during chemical testing shall be grounds for termination.

- F. Employees reentering the work force as a result of having been removed from the work force based on an evaluation in accordance with this policy will agree to a reentry contract. That contract may include:
 - 1. A Release to Work statement from an approved certified treatment specialist.
 - 2. An evaluation and release for duty by the Authority.
 - 3. A negative test for prohibited material.
 - 4. An agreement to periodic testing.
 - 5. A statement of expected work-related behaviors.
- G. Failure to successfully complete a treatment program or to comply with a re-entry contract or a second violation of this policy shall be grounds for termination.
- H. The authority to order a chemical test shall be at the direction of Management.
- I. The employee shall be notified of any disciplinary actions taken as a result of this policy and the basis for such actions.

An opportunity for the employee to appeal any such action is provided by the Authority's Disciplinary procedure as defined in Section 5.14, Employee Conduct and Discipline.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

- A. An Authority employee who voluntarily seeks assistance in dealing with substance abuse problems shall be referred immediately to the Authority's EAP at (800) 999-7222. All such interactions shall be confidential, except that participation in such a program shall require a written waiver from the employee to allow the EAP to provide written proof of attendance.
- B. In no case will participation in the EAP either prevent or cause disciplinary action.

5.2G - Americans with Disabilities

It is the policy of the Authority to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA), and the Fair Employment and Housing Act (FEHA). The Authority will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. The Authority will also make reasonable accommodations wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the duties and assignments connected with the essential duties of the job and provided that any accommodations made do not require significant difficulty or expense.

This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, and social/recreational programs.

Any employee or job applicant who believes that he or she has been discriminated against on the basis of disability should, as soon as possible, bring the concern to the attention of Human Resources (HR), their Department Head (DH), Assistant General Manager (AGM), or the GM.

SECTION 5.3 - RECRUITMENT AND SELECTION

5.3A - Qualification of Applicants

When suitable candidates are available, the Authority will attempt to fill vacant employment positions from among the Authority's existing employees. Examinations will be limited to regular and probationary employees of the Authority who meet the qualifications for the classification. The Authority, however, will only be required to fill vacant employment positions and conduct examinations to existing qualified employees if a minimum of three qualified employees apply for the classification and position being recruited.

Among qualified employee applicants, the position will be awarded to the most qualified applicant, as determined by the Authority. Where qualifications are substantially equal, seniority shall be the determining factor.

In the event that less than three candidates in the Authority apply with suitable qualifications, additional applicants will be solicited from outside of the Authority's staff.

5.3B - Job Announcements

A notice of a "position opening" will be posted on the Intranet and the bulletin boards at the Administrative Office, Operations Center and Treatment Plant for a period of not less than seven (7) calendar days before the deadline established for making an application and will remain posted until the position is filled. The notice shall contain the title of the position, the job description including job qualifications, the salary range, duties, special working conditions or hours, the name of the person to whom written application should be submitted and the final date for submitting such applications before outside applicants will be considered. If a potential applicant is on vacation, ill or otherwise legitimately absent from work at the Authority during the prescribed posting periods, the posting periods shall, at the request of an officer of the SAEC, be extended for a reasonable period of time not to exceed seven (7) days.

An internal applicant may apply for a position after the prescribed posting period during the time the Authority is accepting applications from outside applicants.

5.3C - Examinations

All applicants shall submit a complete Authority application. Management shall review the application and determine the acceptability of qualifications of the applicant for the position filed. Management will require competitive written, oral and/or physical examinations to be given for any or all positions. All applications and examination papers are confidential records of the Authority and under no circumstances will they be returned to the applicants or displayed publicly. Applicants may view their own examination in the HR office one (1) week after requesting the review in writing. If an applicant wishes to have an SAEC representative

present when they review their examination, they may do so at their discretion. Upon request, internal applicants shall be provided an explanation of why they did not receive the desired position and, if appropriate, career counseling. Interview rating sheets are the property of the Authority and may not be reviewed.

5.3D - Disqualification of Applicants

The Authority may refuse to examine an applicant or may, after examination, disqualify such applicant if any one of the following conditions exists:

1. The applicant is found to lack any of the preliminary requirements announced for the examination for the position.
2. The applicant has made a false statement of material fact in the application.
3. The applicant has directly or indirectly obtained information regarding examinations to which, as an applicant, the individual was not entitled.
4. The applicant has not submitted the application correctly or within the prescribed time limits.
5. The applicant received an overall “needs improvement” rating on their last performance evaluation.
6. The applicant does not meet the minimum required score of sixty (60) percent on written and/or physical examinations.

If an internal applicant is disqualified, the applicant will be notified, via email, telephone or a face-to-face meeting by a representative from HR of the reason for their disqualification.

5.3E - Vacancies

In the event of a job vacancy that is anticipated to be in excess of one hundred-twenty (120) days and in the event the Authority chooses to fill such vacancy, the vacancy will be posted and filled in accordance with sections 5.3A, Qualification of Applicants, through 5.3E, Vacancies.

For job vacancies not expected to exceed one hundred-twenty (120) days, the Authority may select an employee to fill the vacancy on a temporary basis without posting the job. In the event a job is filled on a temporary basis in accordance with this paragraph, the Authority and the SAEC will meet and review the status of the job prior to the end of the first one hundred-twenty (120) day period and may, with mutual agreement, allow the job to continue being filled on a temporary basis for an additional one hundred-twenty (120) day period. This process will be repeated every one hundred-twenty (120) days until such time as the job is filled on a permanent basis in accordance with Sections 5.3A, Qualification of Applicants, through 5.3E, Vacancies, or until there is no longer a need to fill the job. An employee’s temporary assignment to a vacant position during a recruitment to fill the position shall not exceed a total of 960 hours in each fiscal year.

SECTION 5.4 - PROBATIONARY PERIODS

5.4A - Objective

The probationary period shall be regarded as a part of the selection process and shall be utilized for the purpose of determining the employee's ability to perform satisfactorily the duties prescribed for the position and determining the employee's ability to work with other employees.

5.4B - Initial Probation

The probationary period is the first twelve (12) months following initial employment with the Authority. Employees on probation may terminate or be terminated without explanation or advance notice. On or about one hundred-twenty (120) days after initial employment, the employee's Supervisor and DH will review and evaluate the employee's performance and, if need for improvement is noted, will discuss unsatisfactory performance with the employee so as to provide an opportunity for the employee to bring performance up to standard. Additional performance reviews will be conducted on or about two hundred-forty (240) days. The final performance review will be no later than three hundred sixty-five (365) days after employment. Employees on probation will be eligible for merit increases after six (6) months of employment, if hired at the A step.

Paid Time Off (PTO) shall accrue from the first day of employment and may be used as accrued. Floating Holidays and all other benefits, as contained herein, will also be available to probationary employees as earned and accrued.

Although an employee may receive a merit increase after six (6) months of employment, that does not mean the approval or end of the probationary period. In the event a probationary employee terminates employment prior to achieving regular employment status, the Authority will pay any accrued PTO and Floating Holidays in their final pay check.

When the employee has satisfactorily completed probation and demonstrated the ability to perform in accordance with the requirements of the classification and has obtained approval of the DH and Management, the employee's probationary status will cease and a notification will be executed ordering regular employment status.

5.4C - Extension of Initial Probation

The probationary period of an individual employee may be extended by the GM, upon the request of the DH, for a period not to exceed an additional six (6) months. Approval of such extension by the GM shall be in writing with notification to the employee involved prior to the end of the initial probationary period.

5.4D - Promotion During Probation

If an employee is promoted or transferred during the initial probationary period, the probationary period may be extended up to an additional six (6) months to provide an adequate opportunity to evaluate performance in the new position. The total initial probationary period in such circumstances shall not exceed eighteen (18) months.

5.4E - Leave During Probation

In the event a probationary employee takes an approved leave of absence of thirty (30) or more calendar days during his or her probationary period, the GM may, upon the recommendation of the employee's DH, extend in writing the probationary period for an equivalent period of time.

SECTION 5.5 - PERFORMANCE REVIEW

5.5A – Performance Review

Performance reviews will be prepared and submitted in accordance with the Performance Review policy.

5.5B - Merit Performance Bonus

Each fiscal year, the Authority shall grant a Merit Performance Bonus (MPB) in the amount of five-hundred dollars (\$500) to employees who have at least fifteen (15) years of service and whose overall performance is outstanding during the previous rating year. The Authority will take into consideration, but is not restricted to, the following factors in determining whether such bonuses are justified:

- Quality of work.
- Quantity of work.
- Judgment exercised performing job duties.
- Dependability on the job.
- Ability to cooperate with other employees.
- Willingness to learn.

The Authority shall maintain uniform standards for determining employees eligible for MPB's. It is the Authority's intent to award MPB's through the process of annual performance reviews using the Authority's Performance Review Form.

5.5C - Performance Pay

Employees at the E step for at least one full year, and that have a minimum of five (5) years of service with the Authority, will receive 2% of their base salary in the form of a lump sum cash payment in December of each year, provided that their last performance evaluation documents an overall Exceeds Expectations. This section will be effective upon adoption of the Sweetwater Association of Employees' Committee (SAEC) Memorandum of Understanding.

SECTION 5.6 - CLASSIFICATION PLAN

5.6A - Listing of Classes

Exhibit "A" lists all current classes within the SAEC represented bargaining unit.

5.6B - Interpretation and Significance

The job descriptions are not to be considered restrictive nor construed as limiting the duties and responsibilities of any position. They neither limit nor modify the authority of any Authority official to assign duties to direct and control the work of employees in the Authority service. However, except for temporary assignments, no employee shall be required or permitted to perform duties of a position within another classification. The job descriptions are descriptive and explanatory of characteristic duties and responsibilities of positions in a class

and, as such, they are to be interpreted in their entirety and in relation to other classes in the classification plan. In the event that new positions are to be created, a current position is to be deleted, or the duties of a position are to be modified, any changes impacting matters within the scope of representation shall be subject to the meet and confer process, which the Joint Labor/Management Committee meeting process provides a forum for doing so.

5.6C – Organization of the Workforce

During the term of the MOU, the parties agree to meet and confer, if required by applicable law, regarding any reorganization of the workforce which will result in duties currently being performed within the bargaining unit ceasing to be performed by the bargaining unit based on reclassification of duties or assignment of duties to another classification outside of the bargaining unit. The parties do not relinquish their rights to file a claim with the Public Employment Relations Board.

SECTION 5.7 - COMPENSATION PLAN AND SALARY ADMINISTRATION

5.7A - Salary Placement Upon Initial Appointment

An employee is normally started at the "entrance" or "A" salary step, although a new employee may be started above the "A" step upon Management approval if determined that the employee's experience and training warrant such consideration.

5.7B - Pay Adjustment (Merit Increases)

The Authority shall provide funds for earned merit "step" increases within classifications for employees eligible for such increases. There are five (5) "steps" in the pay range for each job classification: A, B, C, D and E, with a five (5) percent increase between each step.

An employee who is absent thirty (30) days or less during a rating period [twelve (12) months] will be qualified for consideration to receive a merit increase. If absent thirty-one (31) days or more, the employee will be considered for a merit increase once they have returned to work and worked the same amount of days in which they were absent. Absences that occur as a result of scheduled PTO, holidays or workers compensation injuries will not be subject to this rule.

If a new hire is started at the "A" salary step and satisfies the requirements of their position after six (6) months of employment in that classification, the employee will then be eligible for advancement to the "B" step, providing that the employee's Supervisor and DH recommend such a merit increase in recognition of the employee's performance, and is approved by Management. An employee who is started above the "A" salary step will not be eligible for advancement to the next salary step until completion of the probationary period [twelve (12) months of employment], and then only upon recommendation by the Supervisor and DH and approval by Management.

After completion of the probationary period and attainment of the "B" salary step or above, if the employee's work is evaluated as satisfactory, the employee is eligible for a step increase annually one (1) year from the date of their previous merit increase and thereafter until the maximum salary established for the classification is reached. A Supervisor may recommend an employee for a merit step increase more often than annually if the employee's performance evaluation demonstrates that the employee merits such additional consideration. Such performance would normally be evidenced by an "outstanding" evaluation.

When an employee has attained the maximum salary established for the classification, no further merit salary increases are available to the employee unless the employee successfully qualifies for appointment to a new job classification allowing for an increased salary.

5.7C - Salary Placement Upon Promotion

If an employee is promoted to a classification having a higher pay range than the classification from which the employee was promoted, the employee shall be placed at a step within the salary range of the new position which provides for a minimum salary increase of two and one-half (2.5) percent at the time of such regular promotion. Employees who start at the "A" salary step may be eligible for advancement to the "B" step after six (6) months.

5.7D - Salary Placement Upon Reclassification

Any employee in a job which is reclassified with a different salary range shall be compensated at the step in the new salary range that does not result in a loss of pay. Upon recommendation by the DH, and approval by the GM, an employee in a position which is reclassified may be placed in a step of the new salary range for the new class which provides for a minimum increase of approximately two and one-half (2.5) percent.

The salary of an employee whose position is reclassified to a classification with a lower salary range and whose salary is above the maximum of the new salary range shall be frozen at the salary of the old classification until the salary range of the new classification exceeds the employee's salary. This shall be referred to as "Y-rate."

5.7E - Salary Placement Upon Demotion

The salary of an employee who is demoted to a position within a job classification with a lower salary than the job classification from which the employee was demoted shall be placed on the salary step in the range for the new classification approved by Management.

5.7F - Salary Placement after Equity Adjustments

An employee who is classified in a position with a salary range which has been increased as a result of the implementation of a salary study or market condition survey (equity adjustment to salary range) shall normally be placed on the same salary step on the new range as was occupied on the former salary range. (Example: if employee is on "C" step and a new salary range is established for the classification to adjust the range up to the prevailing market condition, the employee will receive that increase in salary necessary to place the employee on the "C" step in the new range).

5.7G - Salary Placement after General Salary Increases

When salary ranges are increased due to a general adjustment approved by the Board, all affected employees will receive the increase in salary necessary to remain on the same salary step as was occupied on the former salary range.

5.7H - Salaries Effective July 1, 2024

The Authority shall adopt a resolution or motion for Fiscal Year 2024-2025 establishing classifications and standard rates of pay for those classifications represented by the SAEC. Such resolution or motion shall provide for an increase to employee salaries of 4.5%, effective July 1, 2024.

5.7I - Salaries Effective July 1, 2025

The Authority shall adopt a resolution or motion for Fiscal Year 2025-2026 establishing classifications and standard rates of pay for those classifications represented by the SAEC. Such resolution or motion shall provide for an increase to employee salaries of 4.5%, effective July 1, 2025.

5.7J - Salaries Effective July 1, 2026

The Authority shall adopt a resolution or motion for Fiscal Year 2026-2027 establishing classifications and standard rates of pay for those classifications represented by the SAEC. Such resolution or motion shall provide for an increase to employee salaries of 4.5%, effective July 1, 2026.

5.7K - Classification and Compensation Study

If the Authority decides it will conduct a salary survey, it will make the information available for use by both parties in subsequent negotiations. The Authority will not be obligated to conduct a survey, implement or grant pay increases as a result of the survey.

SECTION 5.8 - SPECIAL PAY PRACTICES

5.8A - Working Out of Class – Acting Pay

In certain circumstances, the Authority may temporarily assign employees to perform extra, collateral duties that are customarily performed by a classification with a higher pay range than the employee's own classification. Management may also temporarily appoint an employee to assume a position in a higher classification to fill a short-term staffing need due to a vacancy, or due to an employee's leave of absence.

If an employee is to be paid at a higher classification or at a higher rate of pay for working out of class in accordance with this provision, the assignment shall be made in writing by the DH, approved by Management, and submitted to Human Resources on the appropriate form(s) by the end of the pay period in which the work is performed.

If an employee is temporarily assigned to perform the duties of a classification having a lower pay range than that of the employee's own classification (normally to replace an employee on PTO), the employee shall not incur any reduction in wages as a result of such temporary assignment.

Working-Out-of-Class Compensation

Out-of-Class compensation will be paid when an employee is assigned by the Department Head, or their designee, to temporarily perform extra duties, in addition to the employee's usual duties, that are a part of the customary duties performed by a classification with a higher pay range than the employee's own classification.

The employee shall be paid at the step in the salary range of the higher classification that is closest to, but not less than, 3.5% above the employee's step in the range of the lower classification.

Employees shall not be assigned to perform extra out-of-class duties for more than five (5) consecutive work weeks, or more than a total of ten (10) work weeks in a six-month period, without the review and approval by the General Manager.

Acting Appointments

Acting pay will be paid when an employee is temporarily appointed by the Department Head, with the approval of the General Manager, to fully assume the functions and responsibilities of a vacant position, or the position of an employee on an extended leave of absence, in a classification of a higher pay range than that of the employee's own classification that is anticipated to continue for more than two (2) consecutive work weeks.

For appointments anticipated to continue for more than two (2) consecutive work weeks, the employee shall be paid acting pay for all hours worked at the step in the salary range of the higher classification that is closest to, but not less than, 3.5% above the employee's step in the range of the lower classification.

The employee shall be paid at the higher range and step until such time as the Department Head terminates the acting appointment, but in no event shall acting appointments to a vacant position during an active recruitment to fill the vacancy exceed 960 working hours in a fiscal year. The 960 working hours shall be measured by the number of business days in the acting assignment according to the employee's normal work schedule. For example, employees who are normally expected to maintain a work schedule of eight (8) hours per day in a five (5) day workweek shall not continue in the acting assignment after 120 work days in the fiscal year during such time as a recruitment is underway to fill the vacancy.

In cases of an acting appointment to a position held by an employee on an extended leave of absence, the acting appointment shall end upon the absent employee's return to the workplace.

5.8B - Overtime

Overtime shall be paid covering the period between the end of the employee's work shift and the beginning of the employee's next work shift.

Overtime pay for employees whose regular work week consists of five (5) consecutive eight (8) hour days shall be as follows:

1. One and one-half (1.5) times the hourly rate of pay shall be paid for all time worked on a regular work day in excess of eight (8) and up to twelve (12) hours in a twenty-four (24) hour period beginning with the starting time of the employees work shift. Double time shall be paid for all time worked in excess of twelve (12) working hours in the twenty-four (24) hour period beginning at the start time of the employee's regular work shift.
2. One and one-half (1.5) times the hourly rate of pay shall be paid for any portion of the first four (4) hours worked on an employee's regular day off. Double time shall be paid for all time worked in excess of four (4) working hours performed on the employee's regular day off.

Overtime pay for employees whose regular workweek consists of one (1) week of four (4) consecutive nine (9) hour workdays and one (1) eight (8) hour workday followed by one (1) week of four (4) consecutive nine (9) hour workdays shall be as follows:

1. For nine (9) hour days, one and one-half (1.5) times the hourly rate of pay shall be paid for all time worked on a regular work day in excess of nine (9) and up to twelve (12) hours in a twenty-four (24) hour period beginning with the starting time of the employee's work shift. Double time shall be paid for all time worked in excess of twelve (12) working hours in the twenty-four (24) hour period beginning at the start time of the employee's regular work shift.

2. For eight (8) hour days, one and one-half (1.5) times the hourly rate of pay shall be paid for all time worked on a regular work day in excess of eight (8) and up to twelve (12) hours in a twenty-four (24) hour period beginning with the starting time of the employees' work shift. Double time shall be paid for all time worked in excess of twelve (12) working hours in the twenty-four (24) hour period beginning at the start time of the employee's regular work shift.
3. One and one-half (1.5) times the hourly rate of pay shall be paid for any portion of the first four (4) hours worked on an employee's regular day off. Double time shall be paid for all time worked in excess of four (4) working hours performed on the employee's regular day off.

Overtime pay for employees whose regular work week consists of four (4) consecutive ten (10) hour days shall be as follows:

1. One and one-half (1.5) times the hourly rate of pay shall be paid for all time worked on a regular work day in excess of ten (10) and up to twelve (12) hours in a twenty-four (24) hour period beginning with the starting time of the employees work shift. Double time shall be paid for all time worked in excess of twelve (12) working hours in the twenty-four (24) hour period beginning at the start time of the employee's regular work shift.
2. One and one-half (1.5) times the hourly rate of pay shall be paid for any portion of the first four (4) hours worked on an employee's regular day off. Double time shall be paid for all time worked in excess of four (4) working hours performed on the employee's regular day off.

Overtime pay for day and graveyard shift Treatment Plant Operators at Perdue shall be in accordance with paragraph (1) immediately above except that on regular work days that occur on Saturday or Sunday, the first twelve (12) consecutive hours will be paid at the straight time rate of pay and all time worked in excess of twelve (12) hours in a twenty-four (24) hour period beginning with the starting time of the employees work shift will be paid at the double time rate of pay. Overtime shall be paid in accordance with paragraph (2) immediately above for work performed on the employee's regular day off.

When an employee's work schedule changes without the minimum required notice (per section 5.11A), Overtime pay shall be as follows:

1. One and one-half (1.5) times the hourly rate of pay shall be paid for all time worked on a work day up to twelve (12) hours in a twenty-four (24) hour period beginning with the starting time of the employees work shift. Double time shall be paid for all time worked thereafter.

Except in the case of an emergency, as declared in writing by the applicable DH or his/her designee, no employee will work more than sixteen (16) hours in any given twenty-four (24) hour period.

5.8C - Rest and Recovery Rule

After an employee has worked at least fourteen (14) cumulative hours in any given twenty-four (24) hour period, the employee shall be allowed nine (9) consecutive hours off for rest prior to returning to work or call out. The nine (9) hours off for rest is required as a safety precaution and is not waivable by employees. NOTE: This rule is applicable only when the current job is completed or relief personnel have arrived.

When an employee is required to work overtime during the period from 10:00 P.M. to 6:00 A.M. and is not off duty for four (4) continuous uninterrupted hours during said time frame and has not worked at least fourteen (14) hours in a twenty-four (24) hour period, the employee shall be allowed four (4) hours off duty in the next regular shift so as to provide for four (4) continuous uninterrupted hours off duty. The four (4) hours off for rest is required as a safety precaution and is not waivable by employees. The DH or designee shall determine when the time off duty shall be taken - at either the beginning or the end of the work shift. Employees shall receive time off with pay during any period when they are absent during normal working hours as a result of these rules. Examples of this time off with pay are reflected on the following chart:

<i>Time worked</i>	<i>Total hours worked</i>	<i>Hours Off</i>	<i>Return to duty</i>
0630-2300	16	9	0800
0630-1600 1800-2300	14	9	0800
0630-1600 2200-2400 0300-0500	13	4 hrs. off in next work shift	At Dept. Head's discretion
0630-1600 2400-0600	15	9	1500
0630-1600 0330-0630	12	0	0630 (continue work)
0630-1600 2330-0630	16	9	1530
0630-1600 2030-0130	14	9	1030
0630-1600 2300-0200	12	0	0630
0630-1600 1900-0400	16	9	1300
0630-1600 2400-0500	14	9	1400

Examples provided are representative of an employee assigned a 9/80 schedule.

5.8D - Recall – General

When an emergency occurs requiring the recall of employees to affect repairs or complete other tasks after the employee has left work at the end of the regular work shift, or for work on days other than the employees' regular work days, such employees will be paid overtime in accordance with Section 5.8B. A minimum of two (2) hours overtime compensation at time-and-one-half (1.5) will be paid for each "recall." This two (2) hour minimum will also be applied to calculations of Rest and Recovery periods described above. Non-emergency work on holidays is pre-scheduled and pre-scheduled holiday work relates to holiday pay as specified in Section 5.9D, Pay for Worked Holidays.

Employees must be able to report to the facility upon notification, and will be paid from the onset of such notification. Employees are required to assure that they are fit for duty and capable of conducting business in a safe, productive and healthy manner while assigned standby duty. Authority policies with respect to alcohol and controlled substance abuse shall be followed.

The Director of Distribution shall maintain a schedule under which Distribution Department Personnel shall be scheduled on a rotational basis for standby. Recall of personnel shall be on an as needed basis.

5.8E - Call In

A "call-in" occurs after the end of a regular work shift or on days other than the employee's normal workday and is work related and authorized. A call-in involves an employee being contacted to perform some work which does not require them to travel to Authority facilities. It does not require the same level of response and is not as disruptive as a "recall." An employee handling a "call-in" situation will be paid overtime in accordance with Section 5.8B, Overtime. A minimum of one (1) hour of overtime compensation at time-and-one-half (1.5) will be paid for each "call-in" event. If the employee is required, by the nature of the situation, to return to work, the event shall be referred to as a "recall", as discussed above and a minimum of two (2) hours overtime compensation at time-and-one-half (1.5) will be paid. "Call-in" shall not include preplanned or routine work.

5.8F - Meal Allowance

All employees are subject to overtime work as assigned. If a day's work requires two (2) or more hours of overtime at the beginning or end of a regular work shift, the employee shall receive a fixed amount of fifteen dollars (\$15) as compensation for a meal. After each six (6) consecutive hours of overtime thereafter, or after six (6) consecutive hours on "recall" overtime, a fifteen-dollar (\$15) meal-allowance compensation will be provided.

The meal allowance provisions should be interpreted to include all time worked outside the regular working hours. If an employee is asked to work a schedule to accommodate a night-time shutdown, for example, he or she should be paid a fifteen-dollar (\$15) meal allowance for each six (6) consecutive hours worked. [This section will be effective upon adoption of the Sweetwater Association of Employees' Committee \(SAEC\) Memorandum of Understanding.](#)

[ML1]

5.8G - Shift Differential

A four (4) percent base pay increase will be provided to Treatment Plant Operators and a two (2) percent base pay increase will be provided to Watershed Caretakers, Lead Watershed Caretaker, and the Caretaker Crew Supervisor assigned to weekend or rotating shifts. In the event these employees are moved to fixed shifts, those permanently assigned to the day shift would receive no differential.

For all other classifications, shift differential would be paid whenever normal shifts are changed to include time normally identified in the swing shift hours from 3:00 P.M. to 11:00 P.M. (4 percent of base pay) or the graveyard shift from 11:00 P.M. to 7:00 A.M. (8 percent of base pay).

5.8H - Standby Duty

It is necessary in the operation of a water utility to provide emergency service on a twenty-four (24) hour-a-day basis for efficient and dependable water service to our customers. As a result, all employees may be subject to standby duty. An employee must be in fit condition to work at all times when on standby duty. When PTO has been scheduled and approved, an employee will not be subject to standby duty.

For those employees on scheduled standby duty, such assignment will be for a one (1) week period of time with at least one (1) week off such duty; (unless an employee volunteers to cover a rotation.) Such standby duty shall be assigned and posted six (6) months in advance by DHs, or designee.

When assigned standby duty (Distribution and System Operators), the employee will be assigned a vehicle, pager, cell phone, and equipment to be used during standby duty. Vehicles or equipment will be assigned by Management or designee.

All employees who are assigned standby duty shall be required to maintain telephone service in the event such employees are called back to work. When an employee is assigned standby duty, the employee shall, at all times of the day, and night, be available to receive telephone calls and/or to receive mobile radio calls. For more details concerning standby duty refer to the Standby Duty policy. [This section will be effective upon adoption of the Sweetwater Association of Employees' Committee \(SAEC\) Memorandum of Understanding.](#)

Employees assigned standby duty shall receive payment for each twenty-four (24) hour day as follows:

Regular Work Day - \$40

Flex Day, Non-Work Day, Weekend \$50 or Holiday - \$60

5.8I - Bilingual Pay

The Authority will pay a stipend of thirty dollars (\$30) per pay period to any employee who is designated by Management to handle foreign language customer communications. It is the responsibility of the employee to request the stipend. In order to qualify for the stipend, employees will be tested on their foreign language skills, which may include an oral and/or a

written examination. This section will be effective upon adoption of the Sweetwater Association of Employees' Committee (SAEC) Memorandum of Understanding.

5.8J – Certification Pay

The Authority will pay a stipend of thirty dollars (\$30) per pay period to any employee that possesses a certification that is job related and above the minimum qualifications required for their position. Examples of certifications include, but are not limited to SHRM certifications (SPHR/PHR), CPA, Certified Municipal Clerk, Drone Pilot, or others that meet the job-related qualifier. Other qualifying certifications can be found in the Licenses and Professional Certifications policy, or as reported previously to the Governing Board. This section will be effective upon adoption of the Sweetwater Association of Employees' Committee (SAEC) Memorandum of Understanding.

5.8K – Division of Drinking Water Certification Pay

The Authority will pay a maximum stipend of thirty dollars (\$30) per pay period to any employee that possesses a State of California Division of Drinking Water Distribution or Treatment Certification above the level required by their job description. If the job classification does not require a Distribution or Treatment Certification, and the employee possesses such certification, the employee will be entitled to a stipend of thirty dollars (\$30) per pay period. It is the responsibility of the employee to request the stipend, which will commence once the employee submits the certification to the Training Office. This section will be effective upon adoption of the Sweetwater Association of Employees' Committee (SAEC) Memorandum of Understanding.

SECTION 5.9 - LEAVES OF ABSENCE – PAID AND UNPAID

5.9A - Paid Time Off (PTO)

PTO will accrue as follows: For the first continuous two (2) years of employment, employees will earn one hundred forty-four (144) hours of PTO per year; for the next continuous three (3) years, employees will earn PTO at the rate of one hundred sixty (160) hours per year; for the next continuous five (5) years employees will earn PTO at the rate of one hundred ninety-two (192) hours per year; after ten (10) continuous years of service, employees will earn PTO at the rate of two hundred forty (240) hours per year; and, after fifteen (15) years of service, employees will earn PTO at the rate of two hundred forty-eight hours (248) per year.

Employees shall earn an additional eight (8) hours of PTO per year in years 16 through 20 of service for a total of two hundred eighty (280) hours in year twenty (20) of service and thereafter.

Year	Hours	Rate/Hour
0-2	144	0.0693
3-5	160	0.0770
6-10	192	0.0924
11-15	240	0.1154

16	248	0.1193
17	256	0.1231
18	264	0.1270
19	272	0.1308
20	280	0.1347

PTO time is intended for vacation and time off for illness or personal business. All employees are encouraged to take off at least five (5) consecutive business days each year. If an employee is off work more than three (3) days for illness or injury, the DH may ask HR to contact the employee. HR may ask the employee to provide a Doctor's Certificate of release to return to work. In addition, when the conditions of an absence warrant verification, a Doctor's Certificate may be requested for absences of less than three (3) days. Requests for a Doctor's certificate will be made prior to employee's return to work.

An employee may accumulate unused PTO to a maximum total of twice the employee's current annual PTO accrual rate. Once the maximum is reached, all future accruals will be converted to a cash equivalent amount based on the employee's base rate of pay and said amount shall be paid into the employee's IRC Section 401(a) plan account on a bi-weekly basis. If the cash equivalent of an employee's PTO balance is less than five thousand dollars (\$5,000) at the time of separation or retirement, the employee will receive such amount as a single cash lump sum. In the event the cash equivalent is five thousand dollars (\$5,000) or more, the amount will be deposited into the employees 401(a) plan account.

Employees will request PTO used for vacation time throughout the year by submitting a written request to the DH or his/her designee at least fourteen (14) calendar days prior to the first day of the requested vacation period. The DH, or in his/her absence, his/her designee will approve or deny the vacation request in writing, within forty-eight (48) hours. Vacation requests will be evaluated based upon the need for maintaining adequate staff. Vacation requests will be granted on a first come first served basis; however, when more than one (1) employee in the same classification submits a written request on the same calendar day for the same vacation period and all such requests cannot be honored due to staffing requirements, the more senior employee(s) will be given preference.

If the Authority intends to cancel a vacation, it shall give the employee seven (7) calendar days of notice except in the case of emergencies and notice will then be given as soon as practicable. The Authority shall reimburse an employee for documented prepaid, non-refundable expenses lost as a result of a vacation canceled by the Authority, provided that prior to the cancellation, the employee has provided documentation of said prepaid, non-refundable expenses to the Authority.

An employee may request to cash in between ten (10) and eighty (80) hours of accrued PTO provided employee has accumulated over one hundred-twenty (120) hours of combined leave, excluding compensatory time, and has used (not donated) fifty (50) hours of combined leave, in the prior twelve (12) month period at the time of the cash out. Employees wishing to cash in

accrued PTO may do so according to the Authority's policies and procedures for electing to convert future accruals to cash.

5.9B – Compensatory Time

Employees who work overtime may elect to earn compensatory time off in lieu of being paid cash for overtime. Compensatory time off will be earned at the same rate as the employee would have earned overtime compensation (see Section 5.8B- Overtime), but at least at the rate of one- and one-half hours for each overtime hour worked. Employees may bank up to 80 hours of compensatory time off during the calendar year. Effective January 1, 2022, however, Employees may earn and accrue up to a total of 160 hours of compensatory time off during the calendar year. All overtime hours worked once an employee has reached the applicable hour cap will be paid in cash overtime payments. An employee who has in excess of forty (40) hours in the compensatory time off bank on the first day of the last full pay period in December, will be compensated for those hours over forty (40) on the last payday in December at the regular rate of pay in effect at that time.

Employees may elect to take compensatory time off for any purpose with prior approval of their supervisor. Employees will be permitted to take compensatory time off within a reasonable period of time unless it would unduly disrupt the operations of the Authority. At the time of separation, employees will be paid for all accrued compensatory time off.

5.9C – Holidays

Official Authority holidays are:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving Day	Friday following Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
"Floating" Holidays	48 hours to be selected by employee

Each fiscal year (July 1 to June 30), each regular employee with the Authority may select up to forty-eight (48) hours convenient to the employee as floating holidays (which may be used in any hourly increments), subject to the advance approval of the employee's Supervisor.

All employees are granted the observed holiday without reduction in their regular pay provided that they are not off work without pay on the last work day before the holiday. Holiday compensation will be paid at the rate of pay at which the employee was being paid on the last business day before the holiday. Employees who are on a modified reduced work schedule, shall receive holiday pay equal to the amount the employee would have received if the holiday had been a regular work day.

Employees who are on a modified reduced hour schedule shall receive floating holiday pay at a prorated amount based on the number of hours the employee is working. If an employee returns to a full-time status of 40 hours per week, they will receive the remaining portion of the floating holiday hours for a full credit up to the 48 hours they would have received on July 1st. As an example, if an employee is working 30 hours per week they would be credited 75% of the 48 hours of floating holidays.

Regular employees will have any unused floating holidays converted to cash and paid out by June 30 each year.

Probationary employees may use floating holiday hours as earned and accrued. Probationary employees earn "Floating" holidays at the rate of forty-eight (48) hours per year, which shall be prorated during the initial twelve (12) month probationary period. (Example: $48 \text{ hours} \div 26 \text{ pay periods} = 1.846 \text{ hours earned per pay period}$.) Any fraction of accrued "Floating" holidays not used by the end of the Fiscal Year (June 30) will be added to the probationary employee's PTO accrual. Any floating holidays, or fraction thereof, not accrued by the probationary employee as of June 30 will not be credited to the probationary employee's PTO. Starting July 1 in the new fiscal year, the probationary employee will begin, once again, to earn and accrue forty-eight (48) hours floating holidays. Upon completion of the probationary period, the employee will be entitled to any portion of the unused forty-eight (48) hours of floating holidays remaining in that fiscal year.

5.9D - Pay for Worked Holidays

Employees whose work schedules require them to work on official or observed holidays (see EXHIBIT "C") will be paid at one and one-half (1.5) times their regular base pay for actual hours worked in addition to regular holiday pay.

5.9E - Frozen Sick Leave (FSL)

Effective July 1, 2013, FSL accrued prior to January 1, 2001, shall be made available for any use by the employee in accordance with the provisions of paragraph 5.9A, PTO.

Upon retirement, pursuant to the CalPERS retirement plan, FSL accrual, if any, shall, at the employee's election, be converted to service credit pursuant to CalPERS regulations or be converted to a cash equivalent amount based on the employee's base pay rate and paid into the employee's IRC Section 401(a) plan account if the balance is five-thousand dollars (\$5,000) or more. Otherwise, any amount under five-thousand dollars (\$5,000) will be paid in cash to the employee.

5.9F - Pregnancy Disability Leave (PDL)

If an employee is disabled by pregnancy, childbirth or related medical conditions the employee is eligible to take PDL. PDL is for any period of actual disability caused by the employee's pregnancy, childbirth or related medical conditions up to four (4) months (or 88 work days) per pregnancy. The pregnancy disability does not need to be taken in one (1) continuous period of time and can be taken on an as-needed basis. Certification of disability from the employee's

health care provider must be provided to HR prior to approval of PDL. The first twelve (12) weeks of PDL may run concurrently with FML.

5.9G – Parental Leave

Employees are provided an additional paid parental leave of 80 hours for the birth or placement of a child for adoption or foster care. This is available to birthing and non-birthing parents. Leave can be used intermittently throughout the year in coordination with the employee and their supervisor. This section will be effective upon adoption of the Sweetwater Association of Employees' Committee (SAEC) Memorandum of Understanding.

5.9H - Workers' Compensation Disability Leave (WCDL)

Any employee injured on the job will be entitled a leave of absence and to benefits required by state law under the Authority's Workers' Compensation Insurance coverage beginning with the fourth calendar day after the injury if not hospitalized, or the first day of injury if hospitalized, and continuing for any qualifying period of absence due to the employee's full or partial temporary disability.

An employee who sustains a work-related injury or illness which does not permit the employee to return to work for the balance of the work day and who is authorized by their Supervisor or Management to leave work to obtain treatment and/or recover shall not suffer a loss in compensation as a result of their absence from the remainder of the employee's regular work day. An employee who sustains a work-related injury or illness and who is authorized by their Supervisor or Management to leave work to obtain treatment and following treatment, is permitted to return to work during the work day shall not suffer a loss in compensation as a result of the employee's absence to seek treatment for the injury or illness. An employee who during the work day is authorized by their Supervisor or Management to attend appointments with a health care professional or practitioner for evaluation or treatment of an injury or illness covered by workers' compensation, shall be on leave with pay for the period of absence.

An employee who is entitled to temporary disability indemnity, required by state law, may use accumulated leave balance to the extent such benefits have been accumulated when added to the disability payment will result in payment of an amount not to exceed the employee's regular salary or wage. An employee shall receive credit for holidays occurring during a leave of absence hereunder.

Any portion of accumulated leave balances paid by the Authority will be deducted from the employee's accumulated accounts.

An employee who sustains an on-the-job injury shall provide a Doctor's Work Status Report for every Doctor's appointment and immediately report to HR following each appointment.

During WCDL, an employee shall be eligible for continuation of employee and dependent health care insurance premium payment as if actually working. Employees electing not to supplement their regular salary or wage under this provision, shall continue to pay the negotiated portion of the health insurance premium (refer to section 5.12D for premium amounts). If the employee has no accruals, the employee will have the responsibility for paying said premium on/or before

the first of each month for which coverage is provided, otherwise, the employee and dependent coverage will cease and COBRA notification will be given.

While on leave, employees will continue to be financially responsible for all payroll deductions for other benefits which may include computer loans, dependent insurance premiums, flexible spending accounts, 457 plans, etc. Any contributions normally required of the employee for these benefits will be deducted when the employee is paid from their accumulated leave balances. Otherwise, the employee may write a check on a monthly basis directly to the Authority to continue the benefits.

Probationary employees returning from WCDL will be given credit for any portion of their probationary period completed prior to the commencement of the leave of absence.

The Authority will retain employees on an extended leave of absence for work-related disabilities until one of the following situations occurs:

1. The employee is released by a physician pursuant to prevailing workers' compensation law for full duty.
2. The employee is released by a physician for temporary limited duty, in which case the Authority will engage in the interactive process with the employee to determine if their work restrictions can be accommodated on a temporary basis. If they cannot be accommodated, the employee will remain on a leave of absence.
3. The Authority receives medical evidence from a physician that the employee is judged to be permanent and stationary with respect to their work-related disability and has permanent limitations. In this case, the Authority will engage in the interactive process with the employee to determine if their work restrictions can be reasonably accommodated on a permanent basis. The employee directly or indirectly informs the Authority (i.e., by accepting other employment, moving out of the State, etc.) that he/she does not intend to return to the Authority's employment. The employee has the right to overcome the presumption that he/she does not intend to return to the Authority's employment by evidence, for example, that he/she was convalescing from an injury out of State.

5.9I - Short Term Disability Leave (STDL)

Accident and Sickness Weekly Income benefits (short-term disability insurance) against loss of income due to off-the-job accident or sickness is furnished for all employees under a group self-insured program.

Employees are eligible for weekly income benefits following the eighth consecutive day (including weekends) of absence due to either an accident or illness disability, or on the first day of hospital confinement that includes an overnight stay, if such confinement occurs prior to the eighth day of absence. Benefits continue for a maximum of thirteen (13) weeks during any one continuous period of disability.

Benefits are only payable when an accident or illness prevents the employee from performing any and every duty pertaining to that employee's employment and benefits are paid at the rate equivalent to the Workers' Compensation temporary disability rate. Disability payments are not

available to employees who have elective cosmetic surgery unless the employee becomes disabled due to injury or illness that results from the surgery.

An employee who is entitled to STDL may use accumulated leave balances; in an amount that when added to the disability payment will result in payment of an amount not to exceed the employee's regular salary or wage.

The disabled employee must be under the direct care of a physician to be eligible for this benefit. A continuous period of disability is defined as all periods of disability due to the same or related cause or causes, separated by less than fourteen (14) days of continuous, full-time, active work.

Claims for weekly income benefits will be paid upon receipt of a properly executed claim form submitted to the Authority HR Office on or before the first Monday following the end of the payroll period for which the period of disability is being claimed. Approved weekly income benefits will then be paid on the following regular Friday payday, in accordance with Section 5.11B, Paydays.

If a disabled employee incurs loss of earnings because of total disability, weekly income benefits will be payable up to the maximum weekly benefit, commencing with the applicable day of continuous total disability and to the maximum of thirteen (13) weeks payable during any one (1) continuous period of disability. This benefit is provided to protect an employee against a loss of earnings due to total disability and when an employee has received compensation for performing duties during the workday during which hospitalization, injury or illness occurs, the employee has not usually suffered a loss of earnings as a result. The benefit is a "Weekly Income Benefit" and compensation will be calculated based on the employee's hourly wage, and employment status (full time, three quarter time, part time). While on STDL, employees will continue to be financially responsible for any and all payroll deductions which may include computer loans, dependent insurance premiums, Colonial Insurance, Flexible spending accounts, 457 plans, etc. An employee may continue payments through payroll deduction if funds are available, or the employee may write a check on a monthly basis directly to the Authority.

Probationary employees returning from WCDL will be given credit for any portion of their probationary period completed prior to the commencement of STDL.

5.9J - Long Term Disability Leave (LTDL)

Long-term disability insurance benefits against loss of income due to off-the-job accident, or sickness on a long-term basis (3 months or more) is furnished for all employees. The benefit provides eligible employees with sixty-six and two-thirds (66-2/3) percent of salary to a maximum of seven-thousand dollars (\$7,000) per month (See 5.12I, Continuation of Health, Dental and Vision Coverage - benefits are covered for six [6] months).

An employee who is entitled to LTDL may use their accumulated leave balances to supplement their long-term disability payments, in an amount that when added to the disability payment

will result in a payment of an amount not to exceed the employee's regular salary or wage. Detailed information on Long Term Disability Insurance is available from HR.

While on LTDL, employees will continue to be financially responsible for any and all payroll deductions which may include computer loans, dependent insurance premiums, Colonial Insurance, Flexible spending accounts, 457 plans, etc. An employee may continue payments through payroll deduction if funds are available, or the employee may write a check on a monthly basis directly to the Authority.

5.9K - Leave Without Pay (LWP)

LWP request must be submitted to the HR Manager or the Director of Administrative Services for review and submittal to Management. Management may approve LWP; however, such leave when granted shall not exceed a continuous period of sixty (60) days. Leave without authorization may be considered grounds for disciplinary action. For further information see the Authority's Leave Without Pay policy.

5.9L - Family Medical Leave (FML)

All eligible employees will be entitled to exercise leave rights under the applicable provisions of the California Family Rights Act of 1991, as amended, and the Family and Medical Leave Act of 1993. Where there are differences between the State and Federal acts the more generous requirements of the two (2) have been extended to Authority employees. For further information, please refer to the Authority's Family Medical Leave Policy. If any provisions of this policy are inconsistent with the State and Federal acts and their enabling regulations the acts and regulations shall supersede this policy.

Employees with more than one (1) year of continuous service with the Authority, who have worked at least twelve hundred-fifty (1,250) hours during the previous year, may take up to twelve (12) workweeks of leave in a twelve (12) month backward rolling year because of:

1. The birth of a child or the placement of a child for adoption or foster care.
2. The employee is needed to care for a family member (child, spouse, or parent) with a serious health condition.
3. The employee's own serious health condition makes the employee unable to do his/her job. Entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.

A leave granted under this provision will normally be LWP except that an employee must exhaust accrued PTO, FSL or other accrued time off prior to LWP. At the request of an employee in accordance with Section 5.9J, LWP, an employee may retain and not use accrued PTO or FSL in connection with a leave for the care of a new-born, adopted or foster care child or to care for a family member with a serious health condition.

The employee shall cooperate with the Authority in scheduling his/her date to return to work, and, whenever possible, shall give the Authority at least thirty (30) days advanced notice of availability. Upon return from leave, the Authority shall restore the employee in his/her previous position or a comparable position.

Where the leave was for the treatment of a serious health condition of the employee the Authority may require the employee to provide medical verification of fitness for duty. An employee who returns to work at the end of FML of twelve (12) weeks or less or a PDL of four (4) months or less will be returned to his/her former position. Otherwise, an employee who returns to work at the end of a leave of absence will be returned to his/her former position, if available, or will be offered the first available opening in a comparable position for which he/she is qualified. The employee must provide a physician's statement that indicates that he/she is fit to return to the position designated for the employee.

5.9M - Bereavement Leave

Subject to the GM's approval, an employee may be absent when such absence is occasioned by the death of a member of the employee's immediate family. (Immediate family is defined as: spouse, domestic partner, son, daughter, father, mother, brother, sister, grandparents or grandchildren; in-laws: son, daughter, father, mother, brother or sister; step relatives: son, daughter, father, mother, brother or sister). The employee will receive full pay for such absence up to a maximum of three (3) days, pursuant to AB 1949, an employee is permitted to take an additional two (2) days of leave charged to their PTO or Floating Holidays. Any approved absence in excess of five (5) days to be charged to the employee's accumulated leave balances. In the absence of available leave balances and with the approval of the GM, the additional time may be taken as LWP. One (1) day of Bereavement Leave (total) may be taken in the event of the death of an employee's aunt, uncle, or great-grandparent. This leave may be taken intermittently but must be used within 90 days of the death of the family member.

In the event that the death of a member of the employee's immediate family requires travel to funeral services or to the place at which the death occurred involving a travel distance of five-hundred (500) or more miles from the Authority, a fourth day with full pay shall be provided, subject to the GM's approval of such additional absence and the distance involved.

In the event that the death of a member of the employee's immediate family requires travel to funeral services or to the place at which the death occurred involving a travel distance of twelve-hundred (1,200) or more miles from the Authority, a fifth day with full pay shall be provided, subject to the GM's approval of such additional absence and the distance involved. With prior approval from the GM, an employee may be allowed to split their bereavement days if time is needed at a later date (Not to exceed six [6] months) to attend services.

5.9N - Civic or Military Duty

Employees who are required by law to serve on a jury, or by reason of their employment to appear in court as a witness (as opposed to appearing as a witness in a matter unrelated to their employment), will suffer no loss in regular compensation because of such absence from work, provided that they remit to the Authority the compensation received for such duty, including the stamped time sheet provided by the court denoting the hours served for such jury duty.

Employees will report to jury duty at their designated time. An employee who is dismissed prior to the court observed lunch hour must return to work, and finish their work day. If an employee is dismissed after the court observed lunch hour, they may go home for the day, and will not be

required to use PTO. Any employee whose work day begins between 5:00 A.M. and 8:00 A.M. will not be required to begin their work day prior to the starting hour of jury duty, nor will they be required to use PTO for those hours used prior to jury duty. Additionally, the Authority will not adjust non-standard schedules (swing or graveyard) to accommodate jury duty. The employee may defer jury duty until they will be on a day shift or make a schedule change with another employee.

Military Duty - The purpose of this section on Military Duty is to implement the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable California State law. Where there are differences between the State and Federal acts, the more generous requirements of the two will be extended to Authority employees. If any provisions of this section are inconsistent with the State and Federal acts and their enabling regulations, the acts and regulations shall supersede this section.

Military orders should be presented to HR and arrangements for leave made as early as possible before departure.

5.90 - Absence from Work

An employee who, for any reason, is not able to report for work at the scheduled time shall, unless impracticable by circumstances, notify his/her Supervisor or DH at least thirty (30) minutes prior to the start of the employee's work shift.

If an employee is off on leave, other than PTO used for vacation purposes, and is not available at a home phone number, the employee should provide to HR an alternate telephone number where he/she can be reached. If this is not possible, the employee should contact HR a minimum of once a week.

Employees shall keep HR informed and, when an absence continues for a prolonged period of time, employees should contact HR periodically to inform them of their recovery progress. After the employee has informed HR of their status, the Authority shall not contact the employee without good cause.

If an employee fails to notify the Authority of an absence for three (3) or more consecutive work days, their position with the Authority shall be considered abandoned and termination proceedings may be initiated by the Authority.

The Authority shall have the right, upon good cause, to ask the employee to submit to a fitness for duty examination. No provider of healthcare shall disclose medical information to the Authority regarding an employee who is a patient of the provider without first obtaining an authorization that complies with the California Confidentiality of Medical Information Act; except that a provider of healthcare may, without such an authorization, disclose to the Authority medical information that describes functional limitations of the employee that may entitle the employee to leave from work for medical reasons or limit the employee's fitness to perform his or her present employment, provided that no statement of medical cause is included in the information disclosed. No employee shall be discriminated against in terms or conditions of employment due to the employee's refusal to sign an authorization. However,

nothing shall prohibit the Authority from taking such action as is necessary in the absence of medical information due to an employee's refusal to sign an authorization under this section.

SECTION 5.10 - LAYOFF

5.10A - Layoff Procedure

The GM may layoff, without prejudice, any regular employee due to the lack of appropriate funds, curtailment or lack of work, or other reasons. Such layoff shall take effect ten (10) business days after the receipt by the employee of a notice in writing of the proposed layoff action.

Layoffs shall be in reverse seniority order by classification within each Department. When it becomes necessary to reduce the number of employees within a given employee classification, the GM or designee, will layoff employees in the following order:

- Temporary employees
- Probationary employees
- Regular part-time employees
- Regular full-time employees

Employees permanently laid off as a result of their work being subcontracted by the Authority will receive three (3) months of base wages as severance pay and will receive medical, dental and vision premium contributions for the three (3) month period following the effective date of the layoff. Additionally, employees shall be entitled to compete for job openings at the Authority for which they qualify on the same basis as in-house candidates for a period of up to one (1) year from the date of layoff.

Employees who have been laid off will have a recall period of one (1) year wherein they will be entitled to recall in inverse order of layoff. In the event employees are recalled, employees must pass a drug screen, which will be at the Authority's expense.

In the restoration of forces, the Authority will mail a certified or registered notice of such opening to the laid off employee entitled to recall, giving such employee not more than five (5) calendar days to respond to the recall notice. The employee waives their recall right if a certified registered letter is returned to the Authority unsigned/refused.

Such employee shall report to work no later than fifteen (15) calendar days from receipt of notice from the Authority to report to work, but will be granted a reasonable extension of time upon request, showing a justifiable reason why they are unable to report to work on the date specified. All notices required to be sent under this section will be sent to the employee at the last address filed in writing with the Authority. There shall be no obligation on the part of the Authority to recall an employee who fails to keep their mailing address on file with the Authority.

SECTION 5.11 - GENERAL WORKING CONDITIONS

5.11A - Hours of Work

Administration (Main Office)

The regular daily work period in the main office varies between 6:00 A.M. to 6:00 P.M., as assigned by supervisor, with varying flexible work schedules.

Operations

The regular daily work period of employees in the Operations Center varies between 6:00 A.M. to 5:00 P.M., as assigned by supervisor, with varying flexible work schedules.

Water Quality

The regular daily work period of employees in the Water Quality Department will be assigned by the Director of Water Quality on a shift basis as required to adequately staff the Department and will be changed periodically on as fair and equitable a basis as possible. For example, all employees whose classification includes duties performed on a shift basis will be assigned new shifts monthly, on rotation, so that all such employees work an equal period of time on each duty shift.

Flex-time Work Schedule

Upon written approval of Management, any work unit may adopt a flex-time work schedule where there is agreement between the employee(s) and their Supervisor.

Management will encourage Supervisors and DH to explore and approve flex-time work schedules that are mutually beneficial to the Authority and its employees. Employees denied a requested flex-time work schedule shall, upon request, be provided with an opportunity to meet with Management.

Flex-time schedules may be terminated at the direction of Management upon a thirty (30) day written notification. To the extent that flex-time schedules are in effect, the following rules will apply:

- A. Employees may be asked to accommodate work-related commitments that might necessitate that they work part or all of their scheduled day off. Overtime would be paid as appropriate.
- B. Upon Management approval, employees may return to a normal work schedule at their request. The change would need to be done at the beginning of a pay period to avoid payroll complications. Unless there are extenuating circumstances, such changes in schedule should not be for periods of less than three (3) months at a time. Employees will not be allowed to alternate between a normal work schedule and a flex schedule during holidays, vacations, etc.

- C. Work schedules will need to be approved by the employee's Supervisor and DH. Employees may request that they begin work earlier than their current schedule or work later to allow for a nine (9) or ten (10) hour day. The work hours must be acceptable for their job duties and employees will not be allowed to change their hours once established unless employees formally request a change in schedule. For this to work, the individual's Supervisor and DH must know what hours they can depend on the employees to work. Tardiness will not be tolerated unless there is an emergency.
- D. All break schedules will be maintained. Employees will not be allowed to shorten or skip breaks in order to leave early. Breaks are required by law and are not negotiable.
- E. Holidays, Safety Days and Bereavement Days are paid at the employee's workday hours (eight [8], nine [9] or ten [10]). Employees will not be allowed to switch back to a regular work schedule during holidays. Authority recognized holidays that fall on a scheduled flex day or scheduled week day off can either:
 - 1. Be taken as workday hours (eight [8], nine [9] or ten [10]), based on scheduling needs, on the day prior to the holiday, or the employees next regularly scheduled workday as approved by the supervisor/DH.
 - 2. Have the workday hours (eight [8], nine [9] or ten [10]) added to the employees PTO balance.

- F. Employees on a flex schedule cannot adjust their schedule to accommodate PTO usage. For instance, if employees want to take a day off (Monday through Thursday), they will need to use PTO, Safety Day, Floating Holiday, etc., to equal nine (9) or ten (10) hours because they are scheduled to work nine (9) or ten (10) hours on those days. They will not be allowed to work nine (9) or ten (10) hours on the next Friday that they are scheduled to work and only use eight (8) hours of PTO for a day off during the week.

Work Schedule Changes

When a change in any employee's work schedule is anticipated, the Authority will notify the affected employees in writing as soon as possible, but in no event less than fourteen (14) calendar days prior to the effective date of the change. "Work schedule" for purposes of this notice requirement is defined as shift assignment, hours of work, or days off. In the event there is a work schedule change without the minimum fourteen (14) calendar day notice, the affected employees will receive overtime pay for all time worked on the new "work schedule" until fourteen (14) days have expired since the employee was notified of the change.

The only exceptions to the notice requirement are as follows:

- A. When two (2) or more employees request to trade work schedules for their own convenience and the DH agrees to the trade without the required fourteen (14) days' notice, none of the trading employees shall be entitled to overtime pay as defined above.
- B. When a work schedule becomes necessary due to emergency conditions caused by fire, flood, earthquake, national emergency, major system failure, terrorism or an Act of God, the Authority will give the affected employees as much notice as possible. Employees that have their work schedules changed under the provisions of this sub paragraph shall not be entitled to overtime pay as defined above when the Authority is unable to give the required fourteen (14) calendar days' notice.

5.11B - Paydays

All employees will be paid biweekly on Fridays. If the regular Friday payday falls on a holiday, employees will be paid on the last regular workday immediately preceding the holiday.

5.11C - Employee Expenses

Employees shall neither lose nor profit by reason of expenses incurred while away from home on Authority business. The incurring of such expenses must have the prior approval of the DH. All travel advances must be approved by Management.

5.11D - Smoking In Authority Buildings

The parties agree there shall be no smoking in any Authority buildings, facilities, or vehicles. See the Authority's Tobacco Restrictions in the Workplace policy.

5.11E - Accident Prevention

The Authority attaches the utmost importance to the prevention of accidents. Each employee is required to perform assigned work with due regard for the employee's own safety, as well as the safety of fellow employees and the general public.

Employees should learn to recognize the hazards of the job to which they are assigned and how best to eliminate those hazards, and protect themselves and fellow workers from accidental injury. Employees should make adequate use of protective devices and personal protective equipment furnished by the Authority. The safest work methods should be practiced at all times.

Employees are urged to report all unsafe conditions or practices to their immediate Supervisor. When an employee is involved in an accident, the employee should notify the Supervisor as soon as it is safe to do so. The Supervisor will then notify the Safety Coordinator, DH and HR Office. If the supervisor is not available, the employee should notify any of the above, who will contact the others. The employee should not make any statement concerning responsibility for the accident to anyone other than a representative of the Authority.

In the event an employee is found responsible for an accident or injury, an officer of the SAEC has the right to attend all appeals conducted by Management with the right to make recommendations. All employees will obey rules and regulations of the Accident Prevention Program as presented by Management. For further information, refer to the Authority's Employee Safety Manual.

5.11F - Use of Authority and Privately-Owned Vehicles

Employees shall use Authority owned vehicles for Authority business unless prior approval has been obtained for use of a privately-owned vehicle. More detailed information is provided in the Use of Authority Vehicles policy.

5.11G - Use of Authority Tools, Equipment, and Facilities

No employee may conduct any personal work in the shops of the Authority or on Authority premises, or use Authority equipment and facilities for such work. Refer to the Authority Tools, Equipment and Facilities policy for further information.

5.11H - Personnel Records

An employment history for each regular employee in Authority service will be maintained by the Authority. The personnel file shall include dates of service, positions held, salary history, and other information as may be deemed appropriate and/or required by law.

The personnel file of an employee will be available, upon written request, for inspection during business hours and by appointment within three (3) days following the request by the employee or their authorized representative. The employee will have access to all contents of the file except those materials that are a part of the initial employment process or material designated confidential by law.

A copy of the material in the personnel file will be provided to the employee upon request. For further detailed information refer to the Personnel Records policy.

5.11I - Personal Telephone Use

Employees are encouraged to keep all personal phone calls to a minimum. Friends and relatives should be discouraged from calling during working hours unless there is an emergency. Personal calls should be made during break periods or lunch whenever possible. Personal long distance or toll calls should be made using the employee's own cell phone or long-distance calling card. More information is provided in the Personal telephone Calls policy.

5.11J - Dress and Grooming Standards

Employees are expected to utilize good judgment in determining their dress and appearance. Clothing and appearance should be neat, clean, in good business taste, and not constitute a safety hazard.

Certain positions within Authority service require that a uniform be worn. The uniform identifies the individual as an Authority employee. Uniforms should always be neat and clean. Uniforms furnished by the Authority are to be worn during regular working hours and may be worn to and from work, but they are not a substitute for personal attire. Refer to Dress Attire in the Workplace policy for further details.

5.11K - Work Clothes

The appearance of employees reflects the professional image of the Authority and has a significant impact on the way it is viewed by the general public. The Authority aims to provide its employees with comfortable and professional uniforms that project a good image and will provide a means of easy identification as an Authority employee. Refer to the Uniform Policy and Procedures for further details.

5.11L - Reimbursement for Lost or Damaged Personal Property

Replacement or Repair of Employee Personal Property: It is the policy of the Authority to reimburse employees for loss or damage to personal property when such loss or damage could not have been prevented by reasonable action of the employee. Refer to the Reimbursement for Lost or Damaged Personal Property policy for further information.

Reimbursement will be considered only for damage to personal property that is worn or carried by the employee to satisfactorily perform assigned duties. In most instances, this will include clothing, watches, and personal property such as eye glasses, dentures and hearing aids. Reimbursement for damage to other personal property, including, but not limited to, tools, cameras, and briefcases will be considered only if the property was necessary for performance of the employee's specified duties and if the property was being used with the approval of the employee's DH.

Reimbursement shall not be made for damage to jewelry other than watches under this policy. Loss Reporting: Employees shall report losses incurred in accordance with this policy to the employee's Supervisor.

Losses will be reported in writing as soon as possible after the loss is discovered and supervisors will forward the loss report to Management for approval within twenty-four (24) hours.

Upon receipt of an employee's written report, the Supervisor shall verify the employee's loss and, if warranted, Management shall direct reimbursement of losses. The Finance and Customer Service Department shall issue payment to the employee.

Loss or damage to personal property inconsistent with provisions of this policy shall not be considered for reimbursement by the Authority. Refer to the Reimbursement for Lost or Damaged Property policy.

Reimbursement Method:

1. The method of reimbursement for loss or damage to personal property shall be the current market value of those items damaged beyond repair or the repair costs of items that are repairable less the amount of any reimbursement from other sources.
2. In determining the current market value for clothing, original cost of such clothing shall be depreciated over a period of four (4) years.
3. Current value for personal property such as eyeglasses, dentures, and hearing aids or other hard goods, shall be defined as the current replacement costs.
4. The maximum reimbursement for a watch shall be fifty dollars (\$50).
5. The maximum reimbursement for any single article of clothing shall be one-hundred dollars (\$100).
6. Cost of repairing those items not totally destroyed shall be determined by the Authority on an individual basis.
7. Damaged personal items for which reimbursement has been made shall become the property of the Authority.

Misrepresentation

The provisions of this policy shall not apply if it appears that the employee has concealed or intentionally misrepresented any material fact or circumstance concerning the subject of the loss, their interests therein, or the case of any fraud or false statements by the employee relating thereto.

Recovery

If, in the event of any loss or damage, the employee should acquire any right of action against any individual, firm, or corporation for loss or damage to property covered by this procedure, the employee assigns and transfers to the Authority at the Authority's option, all such rights of action to the extent of the amount paid and will permit suit to be brought in the employee's name under the direction of and at the expense of the Authority.

5.11M - Possession of Firearms

Possession of weapons by employees on Authority property or in Authority vehicles is prohibited, except knives that are necessary for use in the employee's scope of work and approved by the Supervisor.

5.11N - Resignation and Final Paycheck

If the reasons for resignation are foreseeable, the employee must notify their DH in writing at least two (2) weeks before leaving to be considered in good standing. The written resignation shall state the effective date and reason for leaving. Failure of the employee to comply with this provision may be cause for denying future employment with the Authority.

Employee shall receive their final paycheck on their final day of employment unless the employee failed to give a two (2) week notice. If two (2) weeks' notice was not provided, the employee will receive their final check within three (3) business days of their last work day. Authority property, such as identification cards, keys, tools, and equipment, must be returned by the employee prior to the final paycheck being released.

SECTION 5.12 - EMPLOYEE BENEFIT PLANS

5.12A - Federal Social Security

Social Security insurance is required by law for every Authority position, under an arrangement with the State of California and the Federal Social Security Administration. The tax to provide this benefit is shared equally between the Authority and employees and this tax increases periodically to conform with the revisions to this Federal Program.

5.12B - Unemployment Insurance

Employees are covered under the provisions of the State of California Unemployment Insurance Program.

5.12C - Retirement Plan

The Authority is a member of the State of California Public Employees' Retirement System (CalPERS). All regular full-time employees are covered from the beginning date of their employment. Regular part-time employees are covered at the time required by the Public Employees Retirement Law.

For classic members, the Authority shall continue its contract with CalPERS to provide for the two and one-half (2.5) percent at fifty-five (55) retirement benefit formula. For new members (PEPRA), the retirement benefit formula is two (2) percent at six-two (62). Employees shall pay member contributions to CalPERS in the amount required by law.

Due to the complex nature of the retirement plan, no attempt is made here to describe the provisions of this retirement program. Employees should refer to their copy of CALIFORNIA PERS, BENEFITS FOR LOCAL MISCELLANEOUS MEMBERS provided to employees. Additional information is available from CalPERS at the phone numbers listed in the CalPERS pamphlet and at the CalPERS website www.calpers.ca.gov. Employees may also receive assistance on any related issue from HR.

5.12D - Health Benefits

For the term of this MOU, the Authority agrees to maintain two (2) Health Maintenance Organization (HMO) health plans: One (1) to be identified as the “basic plan” (currently Kaiser HMO), and one (1) identified as the “premium plan”, which has a wider range of providers.

Effective October 1, 2021, the “premium plan” shall change from Aetna HMO to CIGNA Healthcare, which shall also be an HMO with a wider range of providers.

Effective July 1, 2024, and for the remaining term of this MOU, the Authority employees will pay the following premium amounts per pay period:

HMO (Basic) - Kaiser Healthcare

Single	\$14.00
Employee + 1	\$22.00
Family	\$30.00

HMO (Premium) – CIGNA

Single	\$18.00
Employee + 1	\$27.00
Family	\$35.00

A copy of a marriage certificate, domestic partnership registration, birth certificate, or adoption certificate will be required to add dependents. Detailed information on these benefits is contained in booklets on health insurance available in the HR office and SWAnet.

5.12E - Dental Care Benefits

Group coverage for dental and orthodontia care benefits for employees and dependents is provided at the Authority's expense. The Authority shall continue to contribute one-hundred (100) percent of the cost of the employee and dependent premium for the existing dental care insurance. The maximum dental benefit will be three-thousand dollars (\$3,000) per benefit year for each insured person. The maximum orthodontic benefit will be a two-thousand five-hundred dollars (\$2,500) lifetime benefit for each insured person. Detailed information on Dental Care Benefits is available in the HR Office.

A copy of a marriage certificate, domestic partnership registration, birth certificate, or adoption certificate will be required to add dependents.

5.12F - Vision Care Benefits

Group coverage for vision care benefits for employees and their dependents will be provided. The Authority shall contribute one-hundred (100) percent of the cost of vision care insurance for the employee and dependent's premium for vision care insurance. Detailed information on vision care Benefits is available in the HR Office. A copy of a marriage certificate, domestic partnership registration, birth certificate, or adoption certificate will be required to add dependents.

5.12G - Continuation of Health Benefits for Dependents of Deceased Employees

The Authority will continue dependents' medical insurance coverage at Authority expense for the insured dependents of a deceased employee under the following conditions:

1. Employee was employed by the Authority for five (5) years or more prior to employee's death.
2. Employee was on active employment status at the time of death (not applicable to deceased retired employees).
3. Dependent medical insurance coverage will be continued for twenty-four (24) months after death of employee or to date upon which employee would have been eligible for Medicare coverage, whichever is earlier, so as to allow a reasonable "transition period" for dependents to make long-term medical arrangements.

5.12H - Continuation of Dental and Vision Coverage for Dependents of Deceased Employees

Continuation of dental and/or vision coverage can be elected by insured dependents of a deceased employee as provided under the current program of Health Insurance under the same guidelines as the Continuation of Dependent Medical Insurance. However, this coverage is at the expense of the dependent requesting the coverage. The Authority does not participate in the cost for continuation of dental or vision coverage.

5.12I - Continuation of Health, Dental, and Vision Coverage for Dependents of Employees on Medical Leave

The Authority will also continue medical, dental and vision insurance coverage for up to six (6) months for dependents of employees on Medical Leave.

5.12J - IRC Section 401(a) Defined Contribution Plan

The Authority shall establish and maintain a qualified IRC Section 401(a) plan for eligible employees. The terms and conditions of said plan are set forth in the plan documents, which will be made available to each eligible employee through the Finance Department. Although the funds paid into the plan may be used for any purpose permitted under applicable law, the primary purpose of this benefit is to provide a method whereby employees can set aside funds on a tax deferred basis to pay for retiree health benefits. Each year, on June 30, the Authority shall pay an amount equivalent to 24 hours of base pay into each eligible employee's plan account.

In addition, the Authority will match employee contributions to a qualified deferred compensation plan (457 Plan) up to thirteen-hundred dollars (\$1,300) per calendar year. The Authority's matching contribution shall be made to the 401(a) plan.

5.12K - Retiree Healthcare

For those employees retiring after the effective date of this MOU, the Authority will pay up to seven-hundred dollars (\$700) per month for the combined retiree health benefit for the employee, spouse and eligible dependents to be used as the employee chooses based on the following schedule:

Age at Retirement	Minimum Completed Years of Service with Sweetwater Authority	Benefits Provided
50-54	10	50 percent
55 or greater	15	100 percent
55 or greater	14	95 percent
55 or greater	13	90 percent
55 or greater	12	85 percent
55 or greater	11	80 percent
55 or greater	10	75 percent

Proof of insurance premium payment may be required by the Authority. Said payments for retiree, spouse and eligible dependents shall cease upon the retiree reaching Medicare eligible age or for a maximum of ten (10) years, whichever occurs first.

If a retiree dies between ages fifty-five (55) and sixty-five (65), the surviving spouse will continue to receive up to two hundred twenty-five dollars (\$225) per month for payment of healthcare insurance until age sixty-five (65) or for a maximum of ten (10) years, whichever occurs first.

5.12L - Life Insurance

The Authority contributes the total cost of the premium for a group life insurance policy for each regular, full-time employee in an amount equal to approximately two (2) years of base salary up to a maximum of one hundred-thousand dollars (\$100,000), for those classifications represented by the SAEC. An option to purchase dependent life insurance through the Authority's Life Insurance plan must be made at the time of hire, or when a life change occurs such as marriage, birth or the adoption of a child. All dependent premiums will be through payroll deduction.

5.12M - Tuition Aid Plan

A Tuition Aid Reimbursement Plan (Plan) is available to regular full-time employees who have been continuously employed by the Authority for one (1) or more years. This plan is not available to probationary employees. The Plan is administered by the Authority's Director of Administrative Services or designee. The objective of the Plan is to assist eligible employees who wish to continue their formal education on a voluntary basis, during off-hours, for the mutual benefit of the individual and the Authority. The Plan covers any course at an accredited

institution relating to the requirements of attaining an undergraduate degree. The Plan also covers job-related courses judged to be of mutual benefit to the employee and the Authority offered by non-accredited colleges, junior colleges, secondary, technical, and business schools, and accredited correspondence school, as well as graded certificate programs, but only if bona fide classroom participation and instruction is not readily available and such lack of availability would place an unreasonable burden upon the employee.

The Plan provides financial assistance up to two-thousand dollars (\$2,000) for a Bachelor's Degree and two thousand three-hundred dollars (\$2,300) for a Master's Degree that is work related, or a career enhancement for the benefit of the Authority. Payments are awarded per scholastic year - September 1 through August 31, for the actual cost of tuition, books and required academic fees. Other costs, such as those for equipment, parking, health, or social activity fees are the responsibility of the employee.

Any eligible employee who wishes to take courses at an accelerated rate may apply for increased payments to the GM. The GM will consider such a request in the context of the overall benefit to the Authority. If, in the GM's judgment, the request is justified, a contract will be prepared between the Authority and the employee authorizing accelerated payments on condition that the employee agrees to reimburse the Authority for all payments if they leave Authority employment within three (3) years of obtaining either a Bachelor's or Master's degree. Should an employee leave prior to obtaining a degree, they would be liable for all accelerated tuition expenses to that point. Any education assistance received from a government grant or scholarship shall be first applied to tuition and fees and any balance remaining will be eligible for benefits under this Plan.

Application forms may be obtained from the HR Office or Intranet and should be submitted to HR for approval prior to the start of the course. Upon completion of the course, the application (with receipts for costs and grades attached) shall be forwarded to HR for verification that the employee is entitled to the funds requested and that all attached receipts and grades are in compliance with the Plan. HR will then forward a copy of the application and attachments to the Accounting Section for reimbursement to the employee for those funds that qualify for the Plan. Reimbursement will be made to the employee upon completion of the course with a minimum final grade of "C" or its equivalent for the Bachelor's and a final grade of "B" or its equivalent for the Master's. No reimbursement will be made for audited courses or incomplete courses. An employee may only request tuition aid for one (1) Bachelor's and or one (1) Master's Degree during the course of their employment at the Authority. For further information, refer to the Authority's Tuition Aid Plan policy.

5.12N - Driver's License

The Authority shall pay an allowance of seventy-five dollars (\$75) to each employee who, as a condition of employment, is required to maintain a Class "A" driver's license in accordance with the laws of the State of California. This allowance shall be paid once each time an employee is required to renew the Class "A" driver's license and only upon presentation to the Authority of satisfactory evidence of renewal. The Authority will reimburse an employee for the actual cost of a driver's license endorsement required for the employee's position.

A minimum of a Class C driver's license is required of all Authority employees. Employees are responsible for maintaining a current license and providing HR with a copy of all changes in driving status.

5.12O - Loans for Computer Equipment

The Authority agrees to provide Employees with no interest loans to a maximum of two-thousand dollars (\$2,000) to be used for the purchase of computer equipment. This benefit is not available to probationary employees. For further details refer to the Computer Loan policy.

5.12P - 125 Plan Limits

The Authority agrees to maintain the health and dependent care 125 Plan up to the maximum amounts approved by the Internal Revenue Service (IRS).

5.12Q – Additional Compensation

The Authority will pay one hundred and fifty dollars (\$150) annually toward gym membership.

SECTION 5.13 - RESOLUTION OF DIFFERENCES

The resolution of differences concerning interpretation, application, or administration of terms and conditions of employment, as provided in this MOU, shall be attempted at the lowest Supervisory level possible. However, it is understood that the SAEC may file a "Notice of Disagreement" on behalf of one (1) or more employees and, by mutual agreement between the parties; such notice of disagreement may be filed with the AGM or GM instead of the Supervisor. Employees will bring to the attention of their Supervisors or Human Resources, in a timely manner, those situations in which the employee feels a misunderstanding exists. In order for a misunderstanding or difference to be considered and addressed in a timely manner, it shall be brought to the Supervisor's or Human Resources' attention within 30 calendar days following the act or occurrence upon which the alleged misunderstanding or difference is based. In such cases, the employee shall be allowed to have one (1) of the officers of the SAEC present and participate, if requested, in order to assist in accurately presenting the circumstances under consideration. If the matter cannot be settled at the Supervisor's level, the employee or the SAEC may appeal to the DH for action.

If the situation was not satisfactorily resolved in the meeting with the Supervisor and/or DH, the SAEC may file a written "Notice of Disagreement" (on the form shown in Exhibit "B") with the AGM or the GM, depending on the Department in which the situation arises, requesting a meeting within three (3) business days to review the situation and attempt to arrive at a solution. The employee may be represented at this meeting by an Officer of the SAEC and/or a Representative designated by an Officer.

If either side intends to be represented by an attorney in any grievance meeting, it will give the other party as much advance notice as possible and, if necessary, the meeting will be postponed for a reasonable amount of time in order to allow such party to arrange for its own

Representative to be present. No grievance settlement shall be precedent setting except for settlements reached between the GM and the President of the SAEC, which expressly state that the settlements are intended to be precedent-setting.

In the event that a satisfactory resolution of the matter has not been reached following the meeting with the AGM or GM, an "Adjustment Committee" comprised of three (3) people selected by the SAEC and three (3) members of Management, selected by Management, shall meet within five (5) business days and hear the presentation of arguments by both parties to the disagreement. Neither the employee submitting the original matter for adjustment nor that employee's Supervisor shall serve on the Adjustment Committee. After considering the presentation of the facts, the Adjustment Committee shall vote in a closed session as to a resolution of the matter. A majority vote shall be necessary to overturn the action or decision being disputed. The discussions and votes cast in closed session of the Adjustment Committee shall not be made public; however, a notice of the results of the Adjustment Committee consideration will be posted on the bulletin boards at the Administrative Office, Operations Center, and Treatment Plant.

If either party to the dispute wishes to pursue the matter further, it shall notify the other party, and contact the State of California Mediation and Conciliation Service (SMCS) to request appointment of a, State mediator at no cost to the parties. Such a mediator shall mediate the dispute according to the SMCS rules governing mediation. If the parties are unable to reach a mutually agreeable resolution in mediation, the parties may mutually agree to request recommendations from the Mediator which are advisory to the parties. Within fourteen (14) calendar days after receipt of the advisory recommendation of the Mediator, both parties shall indicate in writing whether the Mediator's recommendation will be accepted or rejected. Such notice shall be served or mailed to the other party within said fourteen (14) day period.

In the event an employee elects to exercise the right to self-representation, and objects to the attendance of an SAEC Representative, such individuals shall be excluded; provided, however, representatives of the SAEC will have certain rights of access to the records of the Resolution of Differences proceeding. This right of access is provided in recognition of the SAEC interest in effective representation of its members.

Accordingly, the Authority shall provide the SAEC access to:

1. Information concerning the nature of the difference including all facts and evidence in the record.
2. Any procedures utilized during the course of the proceeding.
3. The results of the proceeding, including any discipline imposed.

However, in order to recognize the personal privacy interests of employees, the Authority shall delete from the record:

1. The name of the employee filing the difference.
2. The employee's social security number, address, telephone number.
3. Any other personal information protected under rights of privacy.

SECTION 5.14 - EMPLOYEE CONDUCT AND DISCIPLINE

5.14A - Procedure

Discipline shall be for cause and shall be administered in a fair and consistent manner and without regard to race, color, ancestry, religious creed, disability, medical condition, age, marital status, sexual orientation, or any other protected classification under applicable law. Misconduct may result in discipline up to, and including, dismissal. Serious misconduct may result in immediate dismissal for even a first offense depending upon the employee's employment history or other extenuating circumstances supporting discharge in the first instance. Misconduct may otherwise be addressed by means of a written reprimand, suspension, reduction in pay or demotion. All disciplinary action will be based on the facts of the individual case, including, but not limited to, relevant portions of the employee's employment history.

The Authority may place an employee on administrative leave with pay pending investigation of allegations of misconduct or for other legitimate reasons. Administrative leave is not disciplinary.

The appeal rights set forth in Section 5.14C, Major Discipline, and the response rights set forth in Section 5.14D, Minor Discipline, are applicable to Regular employees only. Probationary and Temporary employees are at-will and may be terminated, or disciplined, without proof of cause or other justification and without right of appeal.

5.14B - Misconduct Charges

1. Disclosing confidential information.
2. Using or possessing Authority time, property and/or equipment without authorization.
3. Misconduct, on or off the job, seriously reflecting on the Authority or its image within the community.
4. Using abusive or obscene language; rude or inappropriate behavior.
5. Incompetence or inefficiency, such as failing to successfully complete assignments.
6. Misusing or failing to use delegated authority in the performance of duties.
7. Personal appearance not appropriate for the job in terms of job safety standards.
8. Failure to carry out assigned work or supervisory responsibilities adequately, directly, or promptly.
9. Inattention to or dereliction of duty.

10. Unexcused, excessive, or patterned absenteeism.
11. Failure to make reasonable effort to notify supervisor of inability to report to work.
12. Leaving assigned work location without proper approval or appropriate reason.
13. Frequent and unexcused tardiness.
14. Sleeping on the job.
15. Exceeding designated time for lunch or rest periods.
16. Refusal to perform reasonable work assignments or to cooperate with supervisors or Management in the performance of duties (insubordination).
17. Failure to cooperate with other employees or the public, in the line of duty.
18. Frequent and continually disrupting the work of other employees.
19. Making false, vicious, or malicious statements concerning any employee, or concerning Authority government or Management.
20. Failure to rectify unsanitary conditions.
21. Gambling while on duty, on Authority property, or while using Authority equipment.
22. Operating or conducting, organized gambling for profit on the job, on Authority property, or using Authority equipment.
23. Conduct unbecoming an officer or employee of the Authority.
24. Inexcusable absence without leave.
25. Abuse of sick leave.
26. Failure to maintain satisfactory and harmonious working relationships with the public or fellow employees.
27. Willful failure to follow the chain of command.
28. Violation of the Personnel Policies and Procedures.
29. Reprisal or retaliation because of an employee's filing of a grievance/resolution of differences or other lawful action.
30. Failure to perform the minimum requirements for the position.

31. Failure to exercise good judgment in connection with the requirements of the position held by the employee.
32. Operating Authority equipment or vehicles unsafely or carelessly.
33. Playing tricks or jokes or engaging in horseplay on the job which may lead to physical injury to employees or others, or damage to equipment or property.
34. Failure to report on-the-job injuries.
35. Unauthorized possession, control and/or duplication of Authority records, regardless of physical form or characteristics.
36. Deliberately withholding information related to work from supervisors or others requiring the information.
37. Failure to pay amounts due to the Authority.
38. Using an official position or office for personal gain or advantage.
39. Accepting favors or gratuities for services required or performed on the job.
40. Fighting.
41. Commission of a public offense involving moral turpitude reflecting upon the Authority.
42. Intentional discrimination against another employee on the basis of race, religion, age, sex, sexual orientation, national origin, or other category protected by law.
43. Harassment of other employees, members of the public and other third parties.
44. Causing or contributing to an accident by operating Authority equipment in an unsafe manner.
45. Violating safety rules or practices which endanger the employee or others or which damages Authority property or equipment or willful failure to use safety equipment or refusal to comply with safety rules.
46. Intentionally falsifying or destroying, without proper authorization, Authority records.
47. Making unlawful discriminatory remarks in the presence of the public or other employees while on duty.
48. Fraud or deception in securing employment including, but not limited to, giving false or misleading information on an application form or interview.

49. Intentional or negligent destruction of Authority property or equipment.
50. Loss of required motor vehicle operator's license or other license or certification required to perform the duties of an employee's position.
51. Using threats or attempting to harm another employee or the public in the line of duty.
52. Possession of weapons, including but not limited to, firearms or knives (unless approved for job use by the employee's supervisor), on Authority property, or while performing Authority business or duties.
53. Actions on the job intended to destroy property or to inflict bodily injury (whether or not the destruction or injury actually occurs).
54. Drinking alcoholic beverages or consuming illegal drugs, or being under the influence of either, on the job site or during the work period.
55. Possession, transportation, distribution, receipt, sale, purchase, or arranging for the sale or distribution of illegal drugs or legally-controlled drugs not being used for prescribed purposes.
56. The failure to consent to an examination or a test to determine the level of drugs or alcohol in the blood.
57. The falsifying or otherwise tampering with urine, blood, breath, or other such samples taken to determine the level of drugs or alcohol in the blood.
58. Soliciting, accepting, or offering a bribe.
59. Theft or aiding or encouraging the theft of cash, or Authority property or equipment.
60. Falsifying time reports, mileage reports, expense accounts or any other work-related documents.

5.14C - Major Discipline

1. Pre-disciplinary hearings

- A. Prior to the imposition of a major disciplinary action, which shall consist of an unpaid suspension of four (4) or more days, demotion, reduction in pay of one (1) month or more (a reduction in pay may not exceed ten [10] percent of the employee's base pay), or dismissal, all regular employees shall be presented with a written Notice of Proposed Disciplinary Action informing the employee as to their right to a pre-disciplinary hearing.
- B. The Notice of Proposed Disciplinary Action shall include:
 - 1. A description of the discipline proposed.
 - 2. A statement of the reasons for which the action has been proposed, which shall include a brief description of the alleged facts upon which the proposed action is being taken and a statement of any employer rules, regulations, etc. or laws that are alleged to have been violated and, if applicable, a list of any previous disciplinary actions, counseling evaluations or other relevant actions which support the action proposed.
 - 3. Copies of any documents relied upon in reaching a decision to propose the discipline action.
 - 4. A statement advising the employee that they may respond to the AGM, or their designee, regarding the proposed disciplinary action, orally or in writing, before it takes effect. This part of the Notice of Proposed Disciplinary Action shall include the name of the person to whom the response is to be made, if other than the AGM, and the last date upon which a response may be made.
- C. The employee shall have a reasonable time (not to exceed thirty [30] days) from the date of the Notice of Proposed Disciplinary Action to respond to the charges, either orally or in writing. In responding, either orally or in writing, the employee may designate a representative to assist in the presentation of the response.
 - 1. In the event that the employee chooses to respond orally, the employee must, within the period given to respond, make an appointment, and meet with the AGM or their designee.
 - 2. During this meeting, the employee or the employee's representative may present any reasons why the employee feels that the proposed action is not proper.

The AGM or their designee shall listen to the employee's presentation, but need not present any evidence on behalf of the Authority, nor shall either party present witnesses for examination at this time.

3. A written response must be received in the office of the AGM or their designee no later than 4:00 P.M. on the last day given to respond.
 4. The AGM or their designee shall take the employee's timely response into consideration and shall make a written determination as to whether or not the proposed action, a different action, or no action shall be taken.
- D. Failure by the employee, or the employee's representative, to respond to the Notice of Proposed Disciplinary Action within the period allowed shall result in disciplinary action taking effect as proposed.

2. Right to Appeal

- A. Any regular employee shall have the right to appeal any major disciplinary action which consists of suspension of four (4) or more days, a demotion, a reduction in pay of one (1) month or more (a reduction in pay may not exceed ten [10] percent of the employee's base pay), or dismissal. The appeal shall be heard by an impartial Hearing Officer on an advisory basis.
- B. Requests for appeal shall be made in writing, signed by the employee and filed with the AGM or designee within ten (10) business days of the effective date of the proposed disciplinary action. Failure to file a written request for appeal with the AGM or designee in a timely manner shall constitute waiver, with prejudice, of the employee's right to appeal.
- C. The parties shall make a good faith effort to mutually select an advisory Hearing Officer to hear the appeal. If the parties are unable to mutually select an advisory Hearing Officer, an advisory Hearing Officer shall be selected by an alternate striking from a list of seven (7) Hearing Officers provided by the California Mediation and Conciliation Service.
- D. The AGM or designee shall notify the employee from whose action the appeal is being taken of the date, time, and place of the hearing. The hearing shall be convened within forty-five (45) days of the imposition of discipline unless a longer period is mutually agreed to by the parties.
- E. The employee shall appear personally before the advisory Hearing Officer at the hearing and may be represented by Counsel of their choice. In the event that the employee fails to personally appear, the appeal shall be deemed waived, with prejudice.

- F. All parties and witnesses to be heard at the hearing shall be sworn and shall testify under oath. The hearing shall not be conducted according to technical rules relating to evidence and witnesses, except as hereinafter provided. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. Hearsay evidence may be admitted, but it may not be the sole basis upon which a finding of fact is made.
- G. Upon conclusion of a hearing, the advisory Hearing Officer shall cause their findings and recommendations to be prepared in writing and shall certify the same to the GM within twenty (20) business days following the conclusion of the hearing.
- H. The GM shall, within twenty-one (21) days, then adopt, reject, or modify such findings and recommendations. Findings and recommendations may be rejected or modified only upon a showing by the GM that such rejection or modification is supported by appropriate evidence in the hearing record. Before rejecting or modifying findings and recommendations of the advisory Hearing Officer, the GM shall notify the parties, in writing, of their intent to do so, including the reasons for their proposed rejection or modification, and allow the parties to meet with the GM before the rejection or modification takes effect. The written determination of the GM shall be final for administrative purposes.

5.14D - Minor Discipline

In the case of minor discipline, which shall consist of suspension of three (3) days or less, reduction of pay of less than one (1) month (a reduction in pay may not exceed ten [10] percent of the employee's base pay), or written reprimand, a regular employee shall be afforded the following:

- 1. Notice of Proposed Disciplinary Action, which shall include:
 - A. A description of the discipline proposed.
 - B. A statement of the reasons for which the action has been proposed, which shall include a brief description of the alleged facts upon which the proposed action is being taken and a statement of any employer rules, regulations, etc. or laws that are alleged to have been violated; and, if applicable, a list of any previous disciplinary actions, counseling, evaluations, or other relevant actions which support the action proposed.
 - C. Copies of any documents relied upon in reaching a decision to propose the disciplinary action.

- D. A statement advising the employee that they may respond to the AGM or their designee, regarding the proposed disciplinary action, orally or in writing, before it takes effect. This part of the Notice of Proposed Disciplinary Action shall include the name of the person to whom the response is to be made, if other than the AGM, and the last date upon which a response may be made.

2. Appeal Rights:

- A. The employee shall have fourteen (14) days from the date of the Notice of Proposed Disciplinary Action to respond to the charges, either orally or in writing. In responding, either orally or in writing, the employee may designate a representative to assist in the presentation of the response.
- B. In the event that the employee chooses to respond orally, the employee must, within the period given to respond, make an appointment and meet with the AGM or their designee.
- C. During this meeting, the AGM or their designee, and the employee, or their respective representatives, may present oral argument and documentary evidence in support of their positions; however, neither party shall be permitted to call and examine witnesses.
- D. A written response must be received in the office of the AGM no later than 4:00 P.M. on the last day given to respond.
- E. The AGM or their designee shall take the employee's timely response into consideration and, within fourteen (14) days, shall make a written determination as to whether or not the proposed action, a different action, or no action shall be taken.

- 3. Failure by the employee or the employee's representative to respond to the Notice of Proposed Disciplinary Action within the period allowed shall result in disciplinary action taking effect as proposed.

In the case of minor discipline, no right of appeal or hearing is provided, except for the right to respond as set forth herein in Section 5.14D, Minor Discipline. The written determination of the AGM or designee shall be final for administrative purposes.

5.14E - Discipline Timing

Discipline must be proposed no later than thirty (30) days from the date that Management becomes aware of a disciplinary infraction unless the case remains under investigation or there are other extenuating circumstances that are causing reasonable delay in proceeding with disciplinary action. Extensions for investigation or other extenuating circumstances shall not exceed sixty (60) days and the reason for an extension will be provided to the SAEC in writing.

5.14F - Discipline Documentation

Documentation of oral reprimands shall be removed from an employee's personnel file after one (1) year, provided there are no further disciplinary infractions on the part of the employee. Written reprimands shall be removed from an employee's personnel file after two (2) years provided there are no further disciplinary infractions on the part of the employee. Documents removed from the employee's personnel file shall not be used in any disciplinary proceedings in support of the discipline at issue and said documents may be considered only to the extent they would be relevant to impeachment of the employee's credibility.

SECTION 5.15 - AUTHORITY RIGHTS

The parties agree that the Authority retains, solely and exclusively, all the rights, powers, and authority exercised or held prior to the execution of this MOU, except as expressly limited by a specific provision of this MOU.

Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the Authority and not abridged herein include, but are not limited to, the following:

1. To manage and direct its business and personnel.
2. To manage, control, and determine the mission of its Departments, building facilities, and operations.
3. To create, change, combine, or abolish jobs, Departments, and facilities in whole or in part.
4. To subcontract or discontinue work for economic or operational reasons.
5. To direct the work force.
6. To increase or decrease the work force and determine the number of employees needed.
7. To hire, transfer, promote, and maintain the discipline and efficiency of its employees.
8. To establish work standards, schedules of operation, and reasonable work load.
9. To specify or assign work requirements and overtime.
10. To schedule working hours and shifts.
11. To determine the type and scope of work to be performed and the services to be provided.

12. To determine the methods, processes, means, and places of providing services.
13. To take whatever action necessary to prepare for or operate in an emergency.

Nothing in this Article shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in the Authority by any law regulating, authorizing, or empowering the Authority to act or refrain from acting.

SECTION 5.16 - EMPLOYEE RIGHTS

5.16A - Labor Security

Employees of the Authority covered by this MOU shall have the right to join or not join the Sweetwater Authority Employee's Committee (SAEC).

All employees who are part of the SAEC represented bargaining unit shall have the right to participate or not participate in the activities of the SAEC for the purpose of representation on all matters including, but not limited to wages, hours, and other terms and conditions of employment. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the Authority or by the SAEC because of the exercise of his or her rights under this article.

Pursuant to AB 119, the Authority agrees to provide no less than 10 calendar days' notice to the SAEC in advance of any new employee orientation(s) and provide the SAEC access to the orientation(s). Orientation refers to any onboarding process, whether in person, online or through other means. Access shall be determined by the SAEC, which could mean representational attendance or correspondence.

The Authority agrees, pursuant to AB 119, to provide the SAEC with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses (on file with the Authority), and home address of any newly hired bargaining unit employee within thirty (30) days of the date of hire. The Authority also agrees to provide the SAEC with a list of the foregoing information for all bargaining unit employees at least once every 120 days at the SAEC's written request.

The SAEC shall indemnify, defend, and hold the Authority harmless from and against all claims and liabilities as a result of collecting any dues deductions or transmittal of such funds to SAEC, including claims for deductions made in reliance on the SAEC's representations and certifications regarding valid written employee dues deduction authorizations.

5.16B - Peaceful Performance

It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the Authority by the SAEC or by its officers, agents, or members during the term of this MOU, including the recognition of picket lines or additional compliance with the request of other labor organizations to engage in such activity.

The SAEC acknowledges the duty and obligations of its representatives to comply with the provisions of this MOU and to make every effort toward inducing all its members to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the Authority by employees who are represented by the SAEC, the SAEC agrees in good faith to take all necessary steps to cause those employees to cease such action, before any disciplinary action is taken by the Authority.

It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the Authority.

SECTION 5.17 - AUTHORIZED AGENTS

For the express purpose of administering the terms and provisions of this MOU:

Authority's principal authorized agent shall be the GM or his/her duly authorized designee (Address: 505 Garrett Avenue, Chula Vista, CA 91910; Phone: (619) 420-1413) except where a particular Management Representative is specifically designated in the MOU.

The SAEC principal authorized representative shall be the President of the SAEC. The work phone and work address of the President shall constitute the official phone number and address for notification purposes.

This MOU constitutes a mutual recommendation to be jointly submitted to the Board of Directors of the Authority by the parties to these negotiations. This MOU shall not be binding upon the parties unless and until the Board of Directors formally approves said MOU and takes all necessary action to implement its terms and provisions.

SECTION 5.18 - JOINT LABOR/MANAGEMENT COMMITTEE

There shall be established a Joint Labor/Management Committee (JLMC) for the term of this MOU. The JLMC shall consist of the President, Vice President and Representatives of the SAEC, and representatives of the Authority Management to be appointed by the GM.

The JLMC shall meet every two months at a time and place mutually agreed upon. The parties may mutually agree to schedule additional meetings. No less than three days prior to each meeting, the Authority will send a proposed agenda to SAEC of the items to be discussed at the meeting. SAEC may request changes or additions to the agenda prior to the meeting. This will allow the parties to be prepared in advance of the meeting. Last minute items can be added to the agenda if necessary. The purpose of the JLMC shall be to attempt to resolve actual or potential problems and generally to promote harmony and cooperation between Management and labor. JLMC members must obtain approval of their supervisor prior to leaving work to

attend a JLMC meeting. Employees shall be paid for time spent at JLMC meetings which occur during the employee's regular work hours.

It is understood and agreed that the creation of the JLMC shall not be interpreted in any way to supersede, limit, restrict, or interfere with either party's rights to pursue lawful actions deemed appropriate to resolve any grievance, meet and confer issue, or other issue normally covered by the meet and confer process.

It is also understood and agreed that the creation of the JLMC shall not be interpreted to mean that either party has waived any of its rights under law or this MOU, including, but not limited to, the right to refuse to meet and confer as provided in Section 4, paragraph 2, Full Understanding, Modification, Waiver.

EXHIBIT A: Sweetwater Authority Classifications Represented by SAEC**SWEETWATER AUTHORITY
2024-2025 PERSONNEL CLASSIFICATION SCHEDULE**

CLASSIFICATIONS REPRESENTED BY
SWEETWATER AUTHORITY EMPLOYEES' COMMITTEE
07/01/2024

ADMINISTRATIVE SERVICES

Classification	Range Number	Monthly Salary Range
Cross-Connection Control Supervisor	19.5	\$8,027-\$9,754
Cross-Connection Control Specialist II	18.0	\$7,455-\$9,059
Cross-Connection Control Specialist I	16.0	\$6,756-\$8,208
Customer Service Lead Worker (Office)	15.0	\$6,430-\$7,814
Customer Service Lead Worker (Field)	15.0	\$6,430-\$7,814
Customer Service Representative II (Office)	12.5	\$5,688-\$6,910
Customer Service Representative II (Field)	12.5	\$5,688-\$9,910
Customer Service Representative I (Office)	10.5	\$5,153-\$6,262
Customer Service Representative I (Field)	10.5	\$5,153-\$6,262
Telephone Receptionist II	10.5	\$5,153-\$6,262
Telephone Receptionist I	6.5	\$4,235-\$5,144
Customer Service Technician Lead Worker	16.5	\$6,924-\$8,413
Customer Service Technician II	14.5	\$6,275-\$7,624
Customer Service Technician I	12.5	\$5,688-\$6,910
Records Management Specialist	14.0	\$6,122-\$7,439
Security and Facilities Maintenance Specialist	18.5	\$7,642-\$9,285
Training Clerk II	11.5	\$5,413-\$6,578
Training Clerk I	10.0	\$5,029-\$6,110

FINANCE AND INFORMATION SYSTEMS

Classification	Range Number	Monthly Salary Range
Junior Accountant	16.0	\$6,756-\$8,208
Account Clerk III	15.0	\$6,430-\$7,814
Account Clerk II	12.0	\$5,549-\$6,742
Account Clerk I	10.5	\$5,153-\$6,262
Information System Support Specialist III	21.0	\$8,642-10,502
Information System Support Specialist II	19.0	\$7,832-\$9,517
Information System Support Specialist I	15.5	\$6,590-\$8,009
GIS Specialist	17.0	\$7,096-\$8,623
Procurement Specialist	16.0	\$6,756-\$8,208
Buyer I	13.0	\$5,829-\$7,082
Warehouse Worker II	13.5	\$5,975-\$7,258
Warehouse Worker I	11.5	\$5,413-\$6,578

ENGINEERING AND OPERATIONS

Classification	Range Number	Monthly Salary Range
Field Crew Supervisor	20.5	\$8,430-\$10,246
Utility Lead Worker	16.0	\$6,756-\$8,208
Equipment Operator	15.0	\$6,430-\$7,814
Utility Worker II/ Locator	15.0	\$6,430-\$7,814
Welder II/ Utility Worker II	15.0	\$6,430-\$7,814
Welder I/ Utility Worker II	14.0	\$6,122-\$7,439
Utility Worker II	13.0	\$5,829-\$7,082
Utility Worker I	11.0	\$5,282-\$6,418
Equipment Mechanic Supervisor	21.5	\$8,857-\$10,764
Senior Equipment Mechanic	16.0	\$6,756-\$8,208
Equipment Mechanic	14.5	\$6,275-\$7,624
Equipment Service Worker	10.5	\$5,153-\$6,262
Facilities Maintenance Specialist	15.0	\$6,430-\$7,814

Engineering Technician Supervisor	24.5	\$10,267-\$12,478
Principal Engineering Technician/ Design Technician	24.0	\$10,018-\$12,174
Principal Engineering Technician (Office)	22.0	\$9,079-\$11,032
Principal Engineering Technician (Inspection)	22.0	\$9,079-\$11,032
Senior Engineering Technician	19.0	\$7,832-\$9,517
Engineering Technician	15.5	\$6,590-\$8,009
Office Assistant Supervisor	16.0	\$6,756-\$8,208
Office Assistant III	14.0	\$6,122-\$7,439
Office Assistant II	12.0	\$5,549-\$6,742
Office Assistant I	8.5	\$4,671-\$5,675
Watershed Caretaker Crew Supervisor	20.5	\$8,430-\$10,246
Lead Watershed Caretaker	16.0	\$6,756-\$8,208
Watershed Caretaker II	13.0	\$5,829-\$7,082
Watershed Caretaker I	11.0	\$5,282-\$6,418
Habitat Maintenance Worker II	12.5	\$5,688-\$6,910
Habitat Maintenance Worker I	10.5	\$5,153-\$6,262

WATER QUALITY

Classification	Range Number	Monthly Salary Range
Water Treatment Plant Operator III	19.0	\$7,832-\$9,517
Water Treatment Plant Operator II	17.0	\$7,096-\$8,623
Water Treatment Plant Operator I	15.0	\$6,430-\$7,814
Water Treatment Plant Operator Trainee	12.5	\$5,688-\$6,910
Water Quality Clerk II	11.5	\$5,413-\$6,578
Water Quality Clerk I	10.0	\$5,029-\$6,110
Water Quality Services Technician II	15.5	\$6,590-\$8,009
Water Quality Services Technician I	14.0	\$6,122-\$7,439
Plant Maintenance Supervisor	25.0	\$10,523-\$12,789
Plant Maintenance Technician Lead Worker	21.5	\$8,857-\$10,764
Plant Maintenance Technician III	17.5	\$7,273-\$8,838
Plant Maintenance Technician II	16.0	\$6,756-\$8,208
Plant Maintenance Technician I	14.0	\$6,122-\$7,439
Instrument and Control Technician III	20.0	\$8,226-\$9,997
Instrument and Control Technician II	18.0	\$7,455-\$9,059
Instrument and Control Technician I	16.0	\$6,756-\$8,208
System Operator III	18.5	\$7,642-\$9,285
System Operator II	16.5	\$6,924-\$8,413
System Operator I	14.0	\$6,122-\$7,439
Laboratory Technician II	15.0	\$6,430-\$7,814
Laboratory Technician I	13.0	\$5,829-\$7,082

EXHIBIT B: Notice of Disagreement

Date: _____

MOU Section No. or identification of Administrative Code and provision disputed:

Subject:

Statement of Circumstances:

Signature, SAEC Officer

Sweetwater Authority

EXHIBIT C: Holiday Schedule

2024

New Year's Day
 Martin Luther King Jr. Day
 Cesar Chavez Day
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
 Day after Thanksgiving Day
 Christmas Eve
 Christmas Day

Holiday

January 1
 Third Monday in January
 March 31
 Last Monday in May
 July 4
 First Monday in September
 Fourth Thursday of November
 Friday following Thanksgiving
 December 24
 December 25

Observed

January 1, 2024
 January 15, 2024
 April 1, 2024
 May 27, 2024
 July 4, 2024
 September 2, 2024
 November 28, 2024
 November 29, 2024
 December 24, 2024
 December 25, 2024

2025

New Year's Day
 Martin Luther King Jr. Day
 Cesar Chavez Day
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
 Day after Thanksgiving Day
 Christmas Eve
 Christmas Day

Holiday

January 1
 Third Monday in January
 March 31
 Last Monday in May
 July 4
 First Monday in September
 Fourth Thursday of November
 Friday following Thanksgiving
 December 24
 December 25

Observed

January 1, 2025
 January 20, 2025
 March 31, 2025
 May 26, 2025
 July 4, 2025
 September 1, 2025
 November 27, 2025
 November 28, 2025
 December 24, 2025
 December 25, 2025

2026

New Year's Day
 Martin Luther King Jr. Day
 Cesar Chavez Day
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
 Day after Thanksgiving Day
 Christmas Eve
 Christmas Day

Holiday

January 1
 Third Monday in January
 March 31
 Last Monday in May
 July 4
 First Monday in September
 Fourth Thursday of November
 Friday following Thanksgiving
 December 24
 December 25

Observed

January 1, 2026
 January 19, 2026
 March 31, 2026
 May 25, 2026
 July 3, 2026
 September 7, 2026
 November 26, 2026
 November 27, 2026
 December 24, 2026
 December 25, 2026

2027

New Year's Day
 Martin Luther King Jr. Day
 Cesar Chavez Day
 Memorial Day

Holiday

January 1
 Third Monday in January
 March 31
 Last Monday in May

Observed

January 1, 2027
 January 18, 2027
 March 31, 2027
 May 31, 2027

Draft MOU ~~807/01/2024~~31/21

NOTE: Tentative agreement on any one issue or upon a comprehensive MOU, shall be of no force or effect unless and until the parties enter into a comprehensive MOU and that MOU is later approved by the Governing Board.



SAEC

Sweetwater Authority Employees' Committee

MEMORANDUM OF UNDERSTANDING

between
Sweetwater Authority
and the
Sweetwater Authority Employees' Committee

~~July 1, 2024~~1 – ~~December 31, 2023~~7

Adopted by
The Governing Board
~~TBD September 22, 2021~~

~~Jennifer Sabine~~Carlos Quintero
~~Interim~~ General Manager

Francisco J. Montijo
Employees' Committee President

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DEFINITION OF TERMS

The following definitions shall apply throughout this Memorandum of Understanding (MOU) unless the context requires another meaning.

[AB](#)
[California Assembly Bill](#)

Advancement

A salary increase within the limits of a pay range established for a class.

Allocation

The assignment of a single position to its proper class in accordance with the duties performed, and the authority and responsibilities exercised.

Applicant

A person who has filed an application for employment with the Authority.

Appointment

The offer to and acceptance by a person of a position in Authority service through selection.

Assistant General Manager

Assistant General Manager (AGM).

Authority

The Sweetwater Authority.

Board of Directors

The Governing Board of the Authority.

Business Days

Days on which the Sweetwater Authority Main Administration Building is open for business to the public.

Candidate

An applicant, who fulfills the requirements for a given position; who has successfully completed the required examination(s) for such a classification.

Class/Classification

A group of positions similar as to duties performed, degree of supervision, and responsibility exercised or required, minimum requirements of education, experience, skill and such other qualifications, so that the same title, the same tests of fitness, and the same schedule of compensation may be applied to each position in the group.

Classic Member

An employee who is a member of CalPERS, but is not a “new member” as defined by the Public Employees’ Pension Reform Act (PEPRA). The Classic Member benefit is the two and one-half (2.5) percent at fifty-five (55) benefit formula.

Classification Plan

A compilation of the title, definition, and scope of duties for each class that is officially adopted and currently active within Authority service.

Day

Calendar day unless otherwise noted.

Demotion

The movement of an employee from one class to another class having a lower maximum rate of pay.

Department Head

The individual who is designated the administrative head of a Department and acts as the Appointing Authority for employees within the General Employees Unit.

Dismissal

The termination of employment for cause by the Appointing Authority.

Employee

Any officer or person holding a position in Authority service and within the bargaining unit represented by the Sweetwater Authority Employees’ Committee.

Employee Relations Officer

General Manager.

Employment Standards

The general qualifications prescribed for the selection of an appointee to fill a vacancy.

Examination

The process of measuring and evaluating the relative ability and fitness of applicants by job-related testing procedures.

Exempt Employees

This category includes all employees who are classified by the Authority as exempt from the overtime provisions of the Federal Fair Labor Standard Act and applicable State laws.

General Manager

The GM of the Authority or in their absence, the AGM.

Layoff

Involuntary separation from employment for non-disciplinary reasons including, but not limited to, lack of funds or work, abolition of position, reorganization or the reduction or elimination of service levels.

Management

The General Manager and the Assistant General Manager of the Sweetwater Authority.

Merit Pay Increase

An increase in pay established in the Salary Plan, which may be granted to an employee for meritorious service and completion of prescribed periods of employment in the class. All step increases are merit increases and must be approved by both the employee's Department Head and the General Manager.

Minimum Qualifications

Shall mean the lowest acceptable degree of skill, education abilities, experience, personal characteristics, and physical requirements necessary to perform the essential functions of the position, either with or without reasonable accommodation which are prescribed for the selection of an appointee to fill a position vacancy.

New Member

An employee who is a member of CalPERS and is a "new member" as defined the California Public Employees' Pension Reform Act (PEPRA). The benefit for "new members" is two percent (2%) at sixty-two years of age.

Non-Exempt Employees

Employees who are not exempt from overtime requirements under the provisions of the Federal Fair Labor Standards Act or any applicable State laws. Employees in this category are entitled to overtime pay for work in excess of forty (40) hours in a workweek or eight (8) hours in a workday.

Oral Examination

A competitive examination administered orally.

Oral Interview

That part of an examination conducted by a competent interview panel to evaluate the candidate's education, experience, and general qualifications pertinent to the position for which examined.

Overtime Pay

Payment granted to an employee for work in excess of the regularly scheduled work hours. Overtime pay shall be computed in accordance with applicable laws and MOU.

Overtime Work

Work performed in excess of regularly scheduled work hours.

Performance Probation

When a regular (non-probationary) employee's performance is evaluated as overall "unsatisfactory" on two (2) successive performance reviews, and with Management approval, the employee may be placed on performance probation for ninety (90) days. An employee may be placed on performance probation before receiving two (2) successive unsatisfactory ratings

if serious performance or attitude problems exist. The employee may be terminated or demoted if performance does not improve within the ninety (90) day period.

Position

A specific office or employment provided by the budget, whether occupied or vacant, limited term or regular, calling for the performance of certain duties as defined in a class specification.

Probationary Employees

Full-time and part-time employees who are within their initial probationary period and, as such have not obtained regular status. Such employees are on a trial basis for the purpose of assessing their ability to perform assigned tasks. Such employment may be terminated at any time with or without notice during the initial period if deemed appropriate by the Authority.

Probationary Period

A working test period during which an employee is required to demonstrate fitness for the position to which appointed by actual performance of the duties of the position.

Promotion

The movement of a qualified employee from a position in one classification by examination to a vacant position having higher minimum qualifications and a higher maximum rate of pay. General salary adjustments are not considered promotions.

Recall

The recall of employees for emergency responses to perform repairs to facilities after the end of the regular work shift or for work on days other than the employees' regular work days.

Reclassification

A change in the allocation of an individual position to its appropriate classification based upon a comparative analysis and evaluation of the job content, difficulty, and responsibility.

Reclassification may involve raising the position to a higher classification, reducing it to a lower classification, or reallocating the position to another classification at the same pay level.

Reclassification shall not be construed as a promotion or demotion.

Reemployment List

A list of persons who have been laid off from Authority service and who, in accordance with these rules and regulations, are entitled to consideration for appointment to vacancies in the class without further examination.

Regular Appointment

An appointment to a regular position after satisfactory completion of probationary periods as required by this MOU.

Regular Full-Time Employees

Employees who regularly work a minimum of thirty (30) hours per week on a continuing basis, and have successfully completed their probationary period. Such employees are hired for an indefinite and unspecified duration.

Regular Part-Time Employees

Employees who regularly work less than forty (40) hours, but more than ten (10) hours per week on a continuing basis, and have successfully completed their probationary period. As with regular full-time employees, regular part-time employees are hired for an indefinite and unspecified duration.

Regular Position

A position, the duties of which do not terminate at any stated time.

Resignation

The voluntary termination of employment of any employee.

[SB](#)

[California Senate Bill](#)

Standby

Employees assigned to be on call after regular working hours to provide emergency service on a twenty-four (24) hour-a-day basis to accomplish repairs to facilities when failures occur.

Suspension

The temporary removal of an employee from service, without pay, for disciplinary reasons and for a specified period of time.

[SWAnet](#)

[Employee intranet/resource portal](#)

Temporary Appointment

The appointment to any position in Authority service for which no Eligibility List exists, or appointment to a Temporary Position.

Temporary Employees

Temporary employees are hired on a full-time or part-time basis for a specified period of time, usually of limited duration, to handle special projects, abnormal workloads, emergencies, and to cover for employees on vacation or other leaves of absence. Employees in this category may also be called Seasonal Employees.

Temporary Position

A position that is not part of the regular service of the Authority. The positions are seasonal or short term in nature used to assist during peak workload periods.

Termination

Involuntary separation of an employee from employment.

Transfer

A change from one position to another in the same or comparable class.

"Y-Rate"

The salary step of an employee who is paid outside of the salary range for the classification in which the employee is working. The salary of an employee in a "Y-rate" may be frozen until the salary range of the classification reaches the dollar amount of the employee's salary. An employee may be eligible for "Y-rate" when being transferred, or reclassified without a break in service. "Y-rates" are subject to the approval of the General Manager.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made this ~~twenty-second day of~~ September, 2021, by and between Sweetwater Authority (hereinafter "Authority") and the Sweetwater Authority Employees' Committee (hereinafter "SAEC").

Recitals

Whereas, the representatives of the Authority and the SAEC have met and conferred as required by Section 14 of the Rules and Regulations of the Authority for the Administration of Employer-Employee Relations; and

Whereas, the representatives of the Authority and the SAEC have agreed to an MOU that contains the conditions provided herein.

Now, therefore, it is agreed as follows:

SECTION 1 - RECOGNITION

Pursuant to Section 3500 et. seq. of the Government Code of the State of California, the Authority recognizes the SAEC as the exclusive representative and bargaining agent of the full- and part-time regular status employees in the applicable bargaining unit.

The term "employee" or "employees" as used herein shall refer to any officer or person holding a position in Authority service and in a classification within the bargaining unit represented by the Sweetwater Authority Employees' Committee, as listed in Exhibit "A", attached hereto and incorporated herein, as well as any other job classifications which may be added by mutual agreement between the Authority and the SAEC.

SECTION 2 - TERM OF AGREEMENT

This MOU shall begin on July ~~uly~~ 1, 2021~~4~~, unless otherwise specifically provided herein, and terminate on ~~December 31~~ June 30, 2023~~7~~.

SECTION 3 - RENEGOTIATIONS

If either party wants to renegotiate a successor MOU, such party shall serve upon the other during the period from ~~January~~^{une} 1 to ~~January~~^{une} 15~~30~~ of the final year of this MOU its written request to begin negotiations as well as its written proposals amending this MOU.

Upon receipt of such written notice and proposals, negotiations shall begin no later than thirty (30) days after receipt or ~~June~~^{February} 30~~28~~th, whichever is later, or such other date as is mutually agreed upon in writing by the parties.

SECTION 4 - FULL UNDERSTANDING, MODIFICATION, WAIVER

This MOU contains the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. New policies and procedures which fall within the scope of representation, as defined in Government Code Section 3504, shall be subject to the meet and confer process before adoption by the Authority, unless the subject matter of the policy falls within an Authority Right as defined in Section 5.15, Authority Rights, of this MOU. The Joint Labor Management Committee (JLMC), Section 5.18 will serve as the normal forum for such meet and confer processes.

Except for legally mandated changes in matters within the scope of representation, as defined in Government Code Section 3504, or in the case of an emergency as contemplated under Government Code Section 3504.5, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein or with respect to any other matters within the scope of representation during the term of this MOU.

No agreement, alteration, understanding, variation, waiver, or modification of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved by the Authority and ratified by the membership of the SAEC.

The waiver of any breach of any term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all of its terms and provisions.

It is agreed that no provision of this MOU including the wage rates and benefits provided for by this MOU shall be modified during the term of this MOU unless mutually agreed to between the parties, nor shall any employee suffer any inadvertent reduction of wages or benefits as a result of execution of this MOU.

SECTION 5.1 - INTRODUCTION AND GENERAL PROVISIONS

5.1A - Purpose

This MOU is designed to outline the benefits, rules, and important personnel policies that govern employment with the Authority. This MOU is a binding contract designed to ensure consistent, fair, and uniform treatment of all Authority employees within the SAEC represented bargaining unit.

The policies and procedures contained in this MOU supersede any and all previously issued Authority policies, procedures, rules or instructions which conflict with matters specifically discussed herein.

The parties agree that this MOU is subject to all current and future applicable federal, state, and local laws. Nothing in this MOU shall be deemed to supersede applicable State or Federal law or administrative regulations related to personnel matters.

If any Article, part, or provision of this MOU conflicts with or is inconsistent with applicable provisions of federal, state or local law, or is otherwise held to be invalid or unenforceable by a court of competent jurisdiction, such article, part, or provision shall be suspended or superseded by such applicable law or regulation, and the remainder of the MOU shall not be affected thereby.

5.1B - Authority and Administration

The Governing Board (Board) of the Authority has approved the provisions of this MOU.

The General Manager (GM) is responsible for implementing, administering and ensuring compliance with the provisions of this MOU. In the event any provision of this MOU needs clarification, the GM may issue administrative instructions clarifying the intent of the Board. The GM may develop and issue procedures, consistent with this MOU, to facilitate the MOU's implementation. Pursuant to Section 5.13, Resolution of Differences, the SAEC may file and process a written notice of disagreement with the GM if it disagrees with the GM's interpretation of any provision of this MOU.

If there is any conflict between this MOU and any Department policies and procedures, this MOU takes precedence.

5.1C - Distribution of Agreement

The Authority will provide a copy of this MOU to each employee. New employees will be given a copy of the MOU at the time of employment with the Authority. This document will be maintained on the Authority Intranet. All changes, agreed to by the parties, will be made on the Intranet document and all Authority employees will be notified of such changes by electronic mail.

SECTION 5.2 - POLICIES GOVERNING EMPLOYMENT

Employees are subject to the policies and procedures of the Authority, except as may be superseded by the terms of this MOU. The following provides a summary of some, but not all, personnel policies that apply to employees covered by this MOU. The full text of the referenced policies, and all other Authority policies, can be found on [SWANet](#).

5.2A - Employee Discrimination and Harassment

All employees have a right to work in an environment free from discrimination based on race, color, national origin, ancestry, sex including pregnancy status, gender, gender identity, and gender expression, religious (including religious dress and grooming) beliefs, age (40 years of age or older), genetic information, mental or physical disability (whether perceived or actual), citizenship status, uniformed service member status, marital status, medical conditions, sexual orientation, or any characteristic protected by law. For further information refer to the [Employee Discrimination and Harassment policy](#).

5.2B - Outside Employment

Employees may engage in employment outside Authority employment, subject to the provisions of the Outside Employment policy.

5.2C - Conflict of Interest

Employees of the Authority are prohibited from any activities constituting a Conflict of Interest as defined in the Conflict of Interest policy.

It is the employee's responsibility to disclose and report all potential Conflict of Interest situations to the GM.

5.2D - Employment of Relatives

When applying for any position in Authority service, an employee must identify any individual who is a relative employed by the Authority. If two existing employees become related, or cease to be related, during employment, the employees may be required to notify Human Resources as soon as the change in status occurs. Rules concerning the employment of relatives are defined in the Employment of Relatives policy.

5.2E - Political Activity

Guidelines for political activity that apply to Authority employees are provided in the Political Activity policy.

5.2F - Alcohol and Controlled Substance Abuse

It is the Authority's policy to:

- Ensure employees are fit for duty and conduct business in a safe, productive and healthy manner;
- Create an environment free from the effects of employees impaired by the use of prohibited material, or by the use of legal drugs;
- Prohibit the unauthorized possession, use or distribution of prohibited material or legal drugs; and
- Make an assistance program available to employees whose personal problems affect their ability to perform their duties.

The purpose of this policy is to protect the public, Authority property and employees from risks that result from employee drug or alcohol-induced behavior. An Authority employee who thinks ~~he/she~~they may have an alcohol or drug usage problem is urged to voluntarily seek confidential assistance through the Authority's Employee Assistance Program (EAP). The Authority will be supportive of those who seek help voluntarily. This policy applies to all Authority employees conducting Authority business on or off-site employees in a safety-sensitive position who operate a commercial motor vehicle, as defined, are also subject to the Authority's policy establishing procedures in compliance with the Federal Omnibus Transportation Employee Testing Act of 1991 (Omnibus Act) the Department of Transportation Federal Highway Administration (FHWA) Regulations of 1994 (49 C.F.R. parts 40 and 382 et seq.), and Section 34520(a) of the California Vehicle Code.

DEFINITIONS

1. Alcohol

Any beverage that has alcoholic content of more than one-half (0.5) percent by volume.

2. Chain of Custody

The protocol to be followed when submitting specimens for chemical testing.

3. Chemical Testing

The examination of breath, urine or any other generally accepted method used to determine if a person has used prohibited materials.

4. Controlled Substance

Any drug or chemical whose manufacture, possession or use is regulated by a government entity/agency having jurisdiction over the Authority regarding controlled substances, including illegal drugs and prescription drugs and/or a drug substance or immediate precursor that is listed in any schedule in the California Health and Safety Code.

5. Drug Substance

Any drug or substance, including Legal Drugs, as defined in this section, that can negatively affect work performance.

6. Employee

Any officer or person holding a position in Authority service and within the bargaining unit represented by the Sweetwater Authority Employees' Committee.

7. Evaluation

May include a range of any or all of the following:

- An investigation of the circumstances concerning a possible violation of this policy;
- Discussion/counseling with the employee's Supervisor or other Management staff;
- Opportunity to participate in an Employee Assistance Program (EAP);
- Proof of Wellness Program Planning; or
- Disciplinary actions up to and including termination.

8. Fitness for Duty

As regards this policy, an individual's ability to perform ~~his/her~~their assigned job free from impairments due to use of prohibited material.

9. For-Cause or Reasonable Cause

As regards to this policy, facts, circumstances, physical evidence, physical signs and symptoms or a pattern of performance and/or behavior that would cause a prudent person to reasonably conclude that an employee may be under the influence or intoxicated by a prohibited material.

10. Intoxicated/Under the Influence

Intoxicated means a person is affected by a prohibited material so as to impair physical coordination, balance and control and/or to impair mental functions of judgment, decision-making, memory, concentration and cognitive problem solving.

11. Legal Drugs

Includes prescribed drugs and over-the-counter drugs that have been legally obtained and are being used for the purpose for which they were prescribed or manufactured.

12. Positive Results

The laboratory identification of a prohibited material in any test conducted per definition 13 below in the amounts defined as positive.

13. Prohibited Material

Any alcohol, drug, or substance included in definitions 1, 4, or 5 above.

14. Proof of Wellness

Statement by an Authority-approved treatment specialist that the employee-applicant is free from conditions that would adversely affect work performance.

GUIDELINES

General Requirements

- A. All employees shall be notified of this policy and shall receive information on prohibited material abuse and its impact on the work place. Supervisors shall receive training to fairly and effectively administer this policy.
- B. If an employee believes he/she has been unjustly accused or implicated in prohibited material abuse, the employee may request an appropriate test at Authority expense.
- C. Chemical testing shall be conducted in such a manner to assure a high degree of accuracy and reliability. The Authority also affirms the necessity to uphold dignity in the sampling process. The procedure used shall include an unbroken chain of custody with a right to parallel controlled testing by the employee at the employee's expense.
- D. Off-duty conduct where prohibited material is implicated may trigger an evaluation if there is a reasonably established connection between the off-duty conduct and the employee's job.

- E. Simple possession of prohibited material without authorization on property, equipment or vehicle owned or leased by the Authority, or while on duty for the Authority, shall result in an evaluation, which includes the possibility of disciplinary action up to and including termination.
- F. Sale of, negotiation for sale of, delivery of, and/or possession with the intent to sell or deliver, prohibited material on property, equipment or vehicle, owned or leased by the Authority, or while on duty for the Authority, shall result in an evaluation, which includes the possibility of disciplinary action up to and including termination.
- G. The Authority shall report evidence of suspected criminal activity, including manufacture, delivery, distribution and possession of prohibited material on Authority property or while on duty for the Authority, to appropriate law enforcement authorities.

REASONABLE CAUSE DETERMINATION

An employee may be subject to an investigation and reasonable cause determination which may result in chemical/alcohol testing as appropriate, if there is reason to believe that use of prohibited material is adversely affecting job performance.

- A. Examples of reasonable cause may include, but are not limited to:
 - 1. Acceptable documentation of unsatisfactory performance related to use of prohibited material.
 - 2. Physical symptoms consistent with use of prohibited material.
 - 3. Evidence of illegal prohibited material use or possession.
- B. Employees believed to be under the influence or intoxicated while performing or conducting Authority business will be immediately removed from their work assignment.
- C. Employees confirmed through chemical testing to be intoxicated/under the influence while performing Authority business, shall be subject to evaluation.
- D. Employees believed to be intoxicated/under the influence will be provided transportation. If an employee insists on driving, law enforcement agencies will be notified.
- E. Refusal to submit a sample or sample tampering during chemical testing shall be grounds for termination.
- F. Employees reentering the work force as a result of having been removed from the work force based on an evaluation in accordance with this policy will agree to a reentry contract. That contract may include:

1. A Release to Work statement from an approved certified treatment specialist.
 2. An evaluation and release for duty by the Authority.
 3. A negative test for prohibited material.
 4. An agreement to periodic testing.
 5. A statement of expected work-related behaviors.
- G. Failure to successfully complete a treatment program or to comply with a re-entry contract or a second violation of this policy shall be grounds for termination.
- H. The authority to order a chemical test shall be at the direction of Management.
- I. The employee shall be notified of any disciplinary actions taken as a result of this policy and the basis for such actions.

An opportunity for the employee to appeal any such action is provided by the Authority's Disciplinary procedure as defined in Section 5.14, Employee Conduct and Discipline.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

- A. An Authority employee who voluntarily seeks assistance in dealing with substance abuse problems shall be referred immediately to the Authority's EAP [at \(800\) 999-7222](tel:8009997222). All such interactions shall be confidential, except that participation in such a program shall require a written waiver from the employee to allow the EAP to provide written proof of attendance.
- B. In no case will participation in the EAP either prevent or cause disciplinary action.

5.2G - Americans with Disabilities

It is the policy of the Authority to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA), and the Fair Employment and Housing Act (FEHA). The Authority will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. The Authority will also make reasonable accommodations wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the duties and assignments connected with the essential duties of the job and provided that any accommodations made do not require significant difficulty or expense.

This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, and social/recreational programs.

Any employee or job applicant who believes that he or she has been discriminated against on the basis of disability should, as soon as possible, bring the concern to the attention of Human Resources (HR), their Department Head (DH), Assistant General Manager (AGM), or the GM.

SECTION 5.3 - RECRUITMENT AND SELECTION

5.3A - Qualification of Applicants

When suitable candidates are available, the Authority will attempt to fill vacant employment positions from among the Authority's existing employees. Examinations will be limited to regular and probationary employees of the Authority who meet the qualifications for the classification. The Authority, however, will only be required to fill vacant employment positions and conduct examinations to existing qualified employees if a minimum of three qualified employees apply for the classification and position being recruited.

Among qualified employee applicants, the position will be awarded to the most qualified applicant, as determined by the Authority. Where qualifications are substantially equal, seniority shall be the determining factor.

In the event that less than three candidates in the Authority apply with suitable qualifications, additional applicants will be solicited from outside of the Authority's staff.

5.3B - Job Announcements

A notice of a "position opening" will be posted on the Intranet and the bulletin boards at the Administrative Office, Operations Center and Treatment Plant for a period of not less than seven (7) calendar days before the deadline established for making an application and will remain posted until the position is filled. The notice shall contain the title of the position, the job description including job qualifications, the salary range, duties, special working conditions or hours, the name of the person to whom written application should be submitted and the final date for submitting such applications before outside applicants will be considered. If a potential applicant is on vacation, ill or otherwise legitimately absent from work at the Authority during the prescribed posting periods, the posting periods shall, at the request of an officer of the SAEC, be extended for a reasonable period of time not to exceed seven (7) days.

An internal applicant may apply for a position after the prescribed posting period during the time the Authority is accepting applications from outside applicants.

5.3C - Examinations

All applicants shall submit a complete Authority application. Management shall review the application and determine the acceptability of qualifications of the applicant for the position filed. Management will require competitive written, oral and/or physical examinations to be given for any or all positions. All applications and examination papers are confidential records of the Authority and under no circumstances will they be returned to the applicants or displayed publicly. Applicants may view their own examination in the HR office one (1) week after requesting the review in writing. If an applicant wishes to have an SAEC representative present when they review their examination, they may do so at their discretion. Upon request, internal applicants shall be provided an explanation of why they did not receive the desired position and, if appropriate, career counseling. Interview rating sheets are the property of the Authority and may not be reviewed.

5.3D - Disqualification of Applicants

The Authority may refuse to examine an applicant or may, after examination, disqualify such applicant if any one of the following conditions exists:

1. The applicant is found to lack any of the preliminary requirements announced for the examination for the position.
2. The applicant has made a false statement of material fact in the application.
3. The applicant has directly or indirectly obtained information regarding examinations to which, as an applicant, the individual was not entitled.
4. The applicant has not submitted the application correctly or within the prescribed time limits.
5. The applicant received an overall “needs improvement” rating on their last performance evaluation.
6. The applicant does not meet the minimum required score of sixty (60) percent on written and/or physical examinations.

If an internal applicant is disqualified, the applicant will be notified, via email, telephone or a face-to-face meeting by a representative from HR of the reason for their disqualification.

5.3E - Vacancies

In the event of a job vacancy that is anticipated to be in excess of one hundred-twenty (120) days and in the event the Authority chooses to fill such vacancy, the vacancy will be posted and filled in accordance with sections 5.3A, Qualification of Applicants, through 5.3E, Vacancies.

For job vacancies not expected to exceed one hundred-twenty (120) days, the Authority may select an employee to fill the vacancy on a temporary basis without posting the job. In the event a job is filled on a temporary basis in accordance with this paragraph, the Authority and the SAEC will meet and review the status of the job prior to the end of the first one hundred-twenty (120) day period and may, with mutual agreement, allow the job to continue being filled on a temporary basis for an additional one hundred-twenty (120) day period. This process will be repeated every one hundred-twenty (120) days until such time as the job is filled on a permanent basis in accordance with Sections 5.3A, Qualification of Applicants, through 5.3E, Vacancies, or until there is no longer a need to fill the job. An employee’s temporary assignment to a vacant position during a recruitment to fill the position shall not exceed a total of 960 hours in each fiscal year.

SECTION 5.4 - PROBATIONARY PERIODS

5.4A - Objective

The probationary period shall be regarded as a part of the selection process and shall be utilized for the purpose of determining the employee's ability to perform satisfactorily the duties prescribed for the position and determining the employee's ability to work with other employees.

5.4B - Initial Probation

The probationary period is the first twelve (12) months following initial employment with the Authority. Employees on probation may terminate or be terminated without explanation or advance notice. On or about ~~one hundred-twenty~~^{ninety} (90~~120~~) days after initial employment, the employee's Supervisor and DH will review and evaluate the employee's performance and, if need for improvement is noted, will discuss unsatisfactory performance with the employee so as to provide an opportunity for the employee to bring performance up to standard. Additional performance reviews will be conducted on or about ~~one hundred-eighty~~^{two hundred-forty} (24~~180~~) days, ~~and two hundred-seventy (270) days after initial employment.~~ The final performance review will be no later than three hundred sixty-five (365) days after employment. Employees on probation will be eligible for merit increases after six (6) months of employment, if hired at the A step.

Paid Time Off (PTO) shall accrue from the first day of employment and may be used as accrued. Floating Holidays and all other benefits, as contained herein, will also be available to probationary employees as earned and accrued.

Although an employee may receive a merit increase after six (6) months of employment, that does not mean the approval or end of the probationary period. In the event a probationary employee terminates employment prior to achieving regular employment status, the Authority will pay any accrued PTO and Floating Holidays in their final pay check.

When the employee has satisfactorily completed probation and demonstrated the ability to perform in accordance with the requirements of the classification and has obtained approval of the DH and Management, the employee's probationary status will cease and a [notification](#) "~~Personnel Data Sheet~~" will be executed ordering regular employment status.

5.4C - Extension of Initial Probation

The probationary period of an individual employee may be extended by the GM, upon the request of the DH, for a period not to exceed an additional six (6) months. Approval of such extension by the GM shall be in writing with notification to the employee involved prior to the end of the initial probationary period.

5.4D - Promotion During Probation

If an employee is promoted or transferred during the initial probationary period, the probationary period may be extended up to an additional six (6) months to provide an adequate opportunity to evaluate performance in the new position. The total initial probationary period in such circumstances shall not exceed eighteen (18) months.

5.4E - Leave During Probation

In the event a probationary employee takes an approved leave of absence of thirty (30) or more calendar days during his or her probationary period, the GM may, upon the recommendation of the employee's DH, extend in writing the probationary period for an equivalent period of time.

SECTION 5.5 - PERFORMANCE REVIEW

5.5A – Performance Review

Performance reviews will be prepared and submitted in accordance with the Performance Review policy.

5.5B - Merit Performance Bonus

Each fiscal year, the Authority shall grant a Merit Performance Bonus (MPB) in the amount of five-hundred dollars (\$500) to employees who have at least fifteen (15) years of service and whose overall performance is outstanding during the previous rating year. The Authority will take into consideration, but is not restricted to, the following factors in determining whether such bonuses are justified:

- Quality of work.
- Quantity of work.
- Judgment exercised performing job duties.
- Dependability on the job.
- Ability to cooperate with other employees.
- Willingness to learn.

The Authority shall maintain uniform standards for determining employees eligible for MPB's. It is the Authority's intent to award MPB's through the process of annual performance reviews using the Authority's Performance Review Form.

5.5BC - Merit Performance Bonus Pay

Employees at the E step for at least one full year, and that have a minimum of five (5) years of service with the Authority, will receive 2% of their base salary in the form of a lump sum cash payment in December of each year, provided that their last performance evaluation documents an overall Exceeds Expectations. This section will be effective upon adoption of the Sweetwater Association of Employees' Committee (SAEC) Memorandum of Understanding.

SECTION 5.6 - CLASSIFICATION PLAN

5.6A - Listing of Classes

Exhibit "A" lists all current classes within the SAEC represented bargaining unit.

5.6B - Interpretation and Significance

The job descriptions are not to be considered restrictive nor construed as limiting the duties and responsibilities of any position. They neither limit nor modify the authority of any Authority official to assign duties to direct and control the work of employees in the Authority service. However, except for temporary assignments, no employee shall be required or permitted to perform duties of a position within another classification. The job descriptions are descriptive and explanatory of characteristic duties and responsibilities of positions in a class

and, as such, they are to be interpreted in their entirety and in relation to other classes in the classification plan. In the event that new positions are to be created, a current position is to be deleted, or the duties of a position are to be modified, any changes impacting matters within the scope of representation shall be subject to the meet and confer process, which the Joint Labor/Management Committee meeting process provides a forum for doing so.

5.6C – Organization of the Workforce

During the term of the MOU, the parties agree to meet and confer, if required by applicable law, regarding any reorganization of the workforce which will result in duties currently being performed within the bargaining unit ceasing to be performed by the bargaining unit based on reclassification of duties or assignment of duties to another classification outside of the bargaining unit. The parties do not relinquish their rights to file a claim with the Public Employment Relations Board.

SECTION 5.7 - COMPENSATION PLAN AND SALARY ADMINISTRATION

5.7A - Salary Placement Upon Initial Appointment

An employee is normally started at the "entrance" or "A" salary step, although a new employee may be started above the "A" step upon Management approval if determined that the employee's experience and training warrants such consideration.

5.7B - Pay Adjustment (Merit Increases)

The Authority shall provide funds for earned merit "step" increases within classifications for employees eligible for such increases. There are five (5) "steps" in the pay range for each job classification: A, B, C, D and E, with a five (5) percent increase between each step.

An employee who is absent thirty (30) days or less during a rating period [twelve (12) months] will be qualified for consideration to receive a merit increase. If absent thirty-one (31) days or more, the employee will be considered for a merit increase once they have returned to work and worked the same amount of days in which they were absent. Absences that occur as a result of scheduled PTO, holidays or workers compensation injuries will not be subject to this rule.

If a new hire is started at the "A" salary step and satisfies the requirements of their position after six (6) months of employment in that classification, the employee will then be eligible for advancement to the "B" step, providing that the employee's Supervisor and DH recommend such a merit increase in recognition of the employee's performance, and is approved by Management. An employee who is started above the "A" salary step will not be eligible for advancement to the next salary step until completion of the probationary period [twelve (12) months of employment], and then only upon recommendation by the Supervisor and DH and approval by Management.

After completion of the probationary period and attainment of the "B" salary step or above, if the employee's work is evaluated as satisfactory, the employee is eligible for a step increase annually one (1) year from the date of their previous merit increase and thereafter until the maximum salary established for the classification is reached. A Supervisor may recommend an employee for a merit step increase more often than annually if the employee's performance evaluation demonstrates that the employee merits such additional consideration. Such performance would normally be evidenced by an "outstanding" evaluation.

When an employee has attained the maximum salary established for the classification, no further merit salary increases are available to the employee unless the employee successfully qualifies for appointment to a new job classification allowing for an increased salary.

5.7C - Salary Placement Upon Promotion

If an employee is promoted to a classification having a higher pay range than the classification from which the employee was promoted, the employee shall be placed at a step within the salary range of the new position which provides for a minimum salary increase of two and one-half (2.5) percent at the time of such regular promotion. Employees who start at the "A" salary step may be eligible for advancement to the "B" step after six (6) months.

5.7D - Salary Placement Upon Reclassification

Any employee in a job which is reclassified with a different salary range shall be compensated at the step in the new salary range that does not result in a loss of pay. Upon recommendation by the DH, and approval by the GM, an employee in a position which is reclassified may be placed in a step of the new salary range for the new class which provides for a minimum increase of approximately two and one-half (2.5) percent.

The salary of an employee whose position is reclassified to a classification with a lower salary range and whose salary is above the maximum of the new salary range shall be frozen at the salary of the old classification until the salary range of the new classification exceeds the employee's salary. This shall be referred to as "Y-rate."

5.7E - Salary Placement Upon Demotion

The salary of an employee who is demoted to a position within a job classification with a lower salary than the job classification from which the employee was demoted shall be placed on the salary step in the range for the new classification approved by Management.

5.7F - Salary Placement after Equity Adjustments

An employee who is classified in a position with a salary range which has been increased as a result of the implementation of a salary study or market condition survey (equity adjustment to salary range) shall normally be placed on the same salary step on the new range as was occupied on the former salary range. (Example: if employee is on "C" step and a new salary range is established for the classification to adjust the range up to the prevailing market condition, the employee will receive that increase in salary necessary to place the employee on the "C" step in the new range).

5.7G - Salary Placement after General Salary Increases

When salary ranges are increased due to a general adjustment approved by the Board, all affected employees will receive the increase in salary necessary to remain on the same salary step as was occupied on the former salary range.

5.7H - Salaries Effective July 1, 202~~14~~⁴

The Authority shall adopt a resolution or motion for Fiscal Year 202~~14~~⁴-202~~25~~⁵ establishing classifications and standard rates of pay for those classifications represented by the SAEC. Such resolution or motion shall provide for an increase to employee salaries of ~~24.5~~⁴%, effective July 1, 202~~14~~⁴.

5.7I - Salaries Effective July 1, 202~~25~~⁵

The Authority shall adopt a resolution or motion for Fiscal Year 202~~25~~⁵-202~~36~~⁶ establishing classifications and standard rates of pay for those classifications represented by the SAEC. Such resolution or motion shall provide for an increase to employee salaries of ~~34.5~~⁵%, effective July 1, 202~~25~~⁵.

5.7J - Salaries Effective July 1, 202~~36~~⁶

The Authority shall adopt a resolution or motion for Fiscal Year 202~~36~~⁶-202~~47~~⁷ establishing classifications and standard rates of pay for those classifications represented by the SAEC. Such resolution or motion shall provide for an increase to employee salaries of ~~34.5~~⁶%, effective July 1, 202~~36~~⁶.

~~5.7K - Implementation of Salary Study~~

~~The Parties agree that the Authority shall implement a salary study, which includes water agency and city government comparator data, to adjust employee salaries to market median and to adjust and update the study to more accurately reflect current market median based upon a 2.4% index effective July 1, 2021.~~

~~5.7L - Limitations on Implementation of Salary Increases~~

~~Employees will not receive a Cost of Living Adjustment (COLA)/Salary Increase in Year 2022-2023 or 2023-2024 if any of the following occur:~~

- ~~• Water sales fall below fifteen thousand five hundred (15,500) acre feet in the prior fiscal year; or~~
- ~~• The Authority is required to purchase more than seventy (70) percent of its water from the County Water Authority in the prior fiscal year based on drought, natural disaster or local, state or federal action to restrict or limit the use or production of local water, excluding voluntary action by the Authority.~~

5.7~~K~~^M - Classification and Compensation Study

If the Authority decides it will conduct a salary survey, it will make the information available for use by both parties in subsequent negotiations. The Authority will not be obligated to conduct a survey, implement or grant pay increases as a result of the survey.

SECTION 5.8 - SPECIAL PAY PRACTICES

5.8A - Working Out of Class – Acting Pay

In certain circumstances, the Authority may temporarily assign employees to perform extra, collateral duties that are customarily performed by a classification with a higher pay range than the employee's own classification. Management may also temporarily appoint an employee to assume a position in a higher classification to fill a short-term staffing need due to a vacancy, or due to an employee's leave of absence.

If an employee is to be paid at a higher classification or at a higher rate of pay for working out of class in accordance with this provision, the assignment shall be made in writing by the DH, approved by Management, and submitted to Human Resources on the appropriate form(s) by the end of the pay period in which the work is performed.

If an employee is temporarily assigned to perform the duties of a classification having a lower pay range than that of the employee's own classification (normally to replace an employee on PTO), the employee shall not incur any reduction in wages as a result of such temporary assignment.

Working-Out-of-Class Compensation

Out-of-Class compensation will be paid when an employee is assigned by the Department Head, or ~~his/her~~their designee, to temporarily perform extra duties, in addition to the employee's usual duties, that are a part of the customary duties performed by a classification with a higher pay range than the employee's own classification.

The employee shall be paid at the step in the salary range of the higher classification that is closest to, but not less than, 3.5% above the employee's step in the range of the lower classification.

Employees shall not be assigned to perform extra out-of-class duties for more than five (5) consecutive work weeks, or more than a total of ten (10) work weeks in a six-month period, without the review and approval by the General Manager.

Acting Appointments

Acting pay will be paid when an employee is temporarily appointed by the Department Head, with the approval of the General Manager, to fully assume the functions and responsibilities of a vacant position, or the position of an employee on an extended leave of absence, in a classification of a higher pay range than that of the employee's own classification that is anticipated to continue for more than two (2) consecutive work weeks.

For appointments anticipated to continue for more than two (2) consecutive work weeks, the employee shall be paid acting pay for all hours worked at the step in the salary range of the higher classification that is closest to, but not less than, 3.5% above the employee's step in the range of the lower classification.

The employee shall be paid at the higher range and step until such time as the Department Head terminates the acting appointment, but in no event shall acting appointments to a vacant position during an active recruitment to fill the vacancy exceed 960 working hours in a fiscal year. The 960 working hours shall be measured by the number of business days in the acting assignment according to the employee's normal work schedule. For example, employees who are normally expected to maintain a work schedule of eight (8) hours per day in a five (5) day workweek shall not continue in the acting assignment after 120 work days in the fiscal year during such time as a recruitment is underway to fill the vacancy.

In cases of an acting appointment to a position held by an employee on an extended leave of absence, the acting appointment shall end upon the absent employee's return to the workplace.

5.8B - Overtime

Overtime shall be paid covering the period between the end of the employee's work shift and the beginning of the employee's next work shift.

Overtime pay for employees whose regular work week consists of five (5) consecutive eight (8) hour days shall be as follows:

1. One and one-half (1.5) times the hourly rate of pay shall be paid for all time worked on a regular work day in excess of eight (8) and up to twelve (12) hours in a twenty-four (24) hour period beginning with the starting time of the employees work shift. Double time shall be paid for all time worked in excess of twelve (12) working hours in the twenty-four (24) hour period beginning at the start time of the employee's regular work shift.
2. One and one-half (1.5) times the hourly rate of pay shall be paid for any portion of the first four (4) hours worked on an employee's regular day off. Double time shall be paid for all time worked in excess of four (4) working hours performed on the employee's regular day off.

Overtime pay for employees whose regular workweek consists of one (1) week of four (4) consecutive nine (9) hour workdays and one (1) eight (8) hour workday followed by one (1) week of four (4) consecutive nine (9) hour workdays shall be as follows:

1. For nine (9) hour days, one and one-half (1.5) times the hourly rate of pay shall be paid for all time worked on a regular work day in excess of nine (9) and up to twelve (12) hours in a twenty-four (24) hour period beginning with the starting time of the employee's work shift. Double time shall be paid for all time worked in excess of twelve (12) working hours in the twenty-four (24) hour period beginning at the start time of the employee's regular work shift.

2. For eight (8) hour days, one and one-half (1.5) times the hourly rate of pay shall be paid for all time worked on a regular work day in excess of eight (8) and up to twelve (12) hours in a twenty-four (24) hour period beginning with the starting time of the employees' work shift. Double time shall be paid for all time worked in excess of twelve (12) working hours in the twenty-four (24) hour period beginning at the start time of the employee's regular work shift.
3. One and one-half (1.5) times the hourly rate of pay shall be paid for any portion of the first four (4) hours worked on an employee's regular day off. Double time shall be paid for all time worked in excess of four (4) working hours performed on the employee's regular day off.

Overtime pay for employees whose regular work week consists of four (4) consecutive ten (10) hour days shall be as follows:

1. One and one-half (1.5) times the hourly rate of pay shall be paid for all time worked on a regular work day in excess of ten (10) and up to twelve (12) hours in a twenty-four (24) hour period beginning with the starting time of the employees work shift. Double time shall be paid for all time worked in excess of twelve (12) working hours in the twenty-four (24) hour period beginning at the start time of the employee's regular work shift.
2. One and one-half (1.5) times the hourly rate of pay shall be paid for any portion of the first four (4) hours worked on an employee's regular day off. Double time shall be paid for all time worked in excess of four (4) working hours performed on the employee's regular day off.

Overtime pay for day and graveyard shift Treatment Plant Operators at Perdue shall be in accordance with paragraph (1) immediately above except that on regular work days that occur on Saturday or Sunday, the first twelve (12) consecutive hours will be paid at the straight time rate of pay and all time worked in excess of twelve (12) hours in a twenty-four (24) hour period beginning with the starting time of the employees work shift will be paid at the double time rate of pay. Overtime shall be paid in accordance with paragraph (2) immediately above for work performed on the employee's regular day off.

When an employee's work schedule changes without the minimum required notice (per section 5.11A), Overtime pay shall be as follows:

1. One and one-half (1.5) times the hourly rate of pay shall be paid for all time worked on a work day up to twelve (12) hours in a twenty-four (24) hour period beginning with the starting time of the employees work shift. Double time shall be paid for all time worked thereafter.

Except in the case of an emergency, as declared in writing by the applicable DH or his/her designee, no employee will work more than sixteen (16) hours in any given twenty-four (24) hour period.

5.8C - Rest and Recovery Rule

After an employee has worked at least fourteen (14) cumulative hours in any given twenty-four (24) hour period, the employee shall be allowed nine (9) consecutive hours off for rest prior to returning to work or call out. The nine (9) hours off for rest is required as a safety precaution and is not waivable by employees. NOTE: This rule is applicable only when the current job is completed or relief personnel have arrived.

When an employee is required to work overtime during the period from 10:00 P.M. to 6:00 A.M. and is not off duty for four (4) continuous uninterrupted hours during said time frame and has not worked at least fourteen (14) hours in a twenty-four (24) hour period, the employee shall be allowed four (4) hours off duty in the next regular shift so as to provide for four (4) continuous uninterrupted hours off duty. The four (4) hours off for rest is required as a safety precaution and is not waivable by employees. The DH or designee shall determine when the time off duty shall be taken - at either the beginning or the end of the work shift. Employees shall receive time off with pay during any period when they are absent during normal working hours as a result of these rules. Examples of this time off with pay are reflected on the following chart:

<i>Time worked</i>	<i>Total hours worked</i>	<i>Hours Off</i>	<i>Return to duty</i>
0630-2300	16	9	0800
0630-1600 1800-2300	14	9	0800
0630-1600 2200-2400 0300-0500	13	4 hrs. off in next work shift	At Dept. Head's discretion
0630-1600 2400-0600	15	9	1500
0630-1600 0330-0630	12	0	0630 (continue work)
0630-1600 2330-0630	16	9	1530
0630-1600 2030-0130	14	9	1030
0630-1600 2300-0200	12	0	0630
0630-1600 1900-0400	16	9	1300
0630-1600 2400-0500	14	9	1400

Examples provided are representative of an employee assigned a 9/80 schedule.

5.8D - Recall – General

When an emergency occurs requiring the recall of employees to affect repairs or complete other tasks after the employee has left work at the end of the regular work shift, or for work on days other than the employees' regular work days, such employees will be paid overtime in accordance with Section 5.8B. A minimum of two (2) hours overtime compensation at time-and-one-half (1.5) will be paid for each "recall." This two (2) hour minimum will also be applied to calculations of Rest and Recovery periods described above. Non-emergency work on holidays is pre-scheduled and pre-scheduled holiday work relates to holiday pay as specified in Section 5.9D, Pay for Worked Holidays.

Employees must be able to report to the facility upon notification, and will be paid from the onset of such notification. Employees are required to assure that they are fit for duty and capable of conducting business in a safe, productive and healthy manner while assigned standby duty. Authority policies with respect to alcohol and controlled substance abuse shall be followed.

The Director of Distribution shall maintain a schedule under which Distribution Department Personnel shall be scheduled on a rotational basis for standby. Recall of personnel shall be on an as needed basis.

5.8E - Call In

A "call-in" occurs after the end of a regular work shift or on days other than the employee's normal workday and is work related and authorized. A call-in involves an employee being contacted to perform some work which does not require them to travel to Authority facilities. It does not require the same level of response and is not as disruptive as a "recall." An employee handling a "call-in" situation will be paid overtime in accordance with Section 5.8B, Overtime. A minimum of one (1) hour of overtime compensation at time-and-one-half (1.5) will be paid for each "call-in" event. If the employee is required, by the nature of the situation, to return to work, the event shall be referred to as a "recall", as discussed above and a minimum of two (2) hours overtime compensation at time-and-one-half (1.5) will be paid. "Call-in" shall not include preplanned or routine work.

5.8F - Meal Allowance

All employees are subject to overtime work as assigned. If a day's work requires two (2) or more hours of overtime at the beginning or end of a regular work shift, the employee shall receive a fixed amount of ~~fifteen~~^{twelve} dollars (\$~~15~~¹²) as compensation for a meal. After each six (6) consecutive hours of overtime thereafter, or after six (6) consecutive hours on "recall" overtime, a ~~twelve~~^{fifteen}-dollar (\$~~12~~¹⁵) meal-allowance compensation will be provided.

The meal allowance provisions should be interpreted to include all time worked outside the regular working hours. If an employee is asked to work a schedule to accommodate a night-time shutdown, for example, he or she should be paid a ~~fifteen~~^{twelve}-dollar (\$~~15~~¹²) meal allowance for each six (6) consecutive hours worked. This section will be effective upon adoption of the Sweetwater Association of Employees' Committee (SAEC) Memorandum of Understanding.

[ML1]

5.8G - Shift Differential

A four (4) percent base pay increase will be provided to Treatment Plant Operators and a two (2) percent base pay increase will be provided to Watershed Caretakers, Lead Watershed Caretaker, and the Caretaker Crew Supervisor assigned to weekend or rotating shifts. In the event these employees are moved to fixed shifts, those permanently assigned to the day shift would receive no differential.

For all other classifications, shift differential would be paid whenever normal shifts are changed to include time normally identified in the swing shift hours from 3:00 P.M. to 11:00 P.M. (4 percent of base pay) or the graveyard shift from 11:00 P.M. to 7:00 A.M. (8 percent of base pay).

5.8H - Standby Duty

It is necessary in the operation of a water utility to provide emergency service on a twenty-four (24) hour-a-day basis for efficient and dependable water service to our customers. As a result, all employees may be subject to standby duty. An employee must be in fit condition to work at all times when on standby duty. When PTO has been scheduled and approved, an employee will not be subject to standby duty.

For those employees on scheduled standby duty, such assignment will be for a one (1) week period of time with at least one (1) week off such duty; (unless an employee volunteers to cover a rotation.) Such standby duty shall be assigned and posted six (6) months in advance by DHs, or designee.

When assigned standby duty (Distribution and System Operators), the employee will be assigned a vehicle, pager, cell phone, and equipment to be used during standby duty. Vehicles or equipment will be assigned by Management or designee.

All employees who are assigned standby duty shall be required to maintain telephone service in the event such employees are called back to work. When an employee is assigned standby duty, the employee shall, at all times of the day, and night, be available to receive telephone calls and/or to receive mobile radio calls. For more details concerning standby duty refer to the Standby Duty policy. [This section will be effective upon adoption of the Sweetwater Association of Employees' Committee \(SAEC\) Memorandum of Understanding.](#)

Employees assigned standby duty shall receive payment for each twenty-four (24) hour day as follows:

Regular Work Day - \$~~28~~40

Flex Day, Non-Work Day, Weekend \$~~35~~0 or Holiday - \$~~56~~0

5.8I - Bilingual Pay

The Authority will pay a ~~maximum~~ stipend of ~~twenty~~thirty dollars (\$~~32~~0) per pay period to any employee who is designated by Management to handle foreign language customer communications. It is the responsibility of the employee to request the stipend. In order to qualify for the stipend ~~pay~~, employees will be tested on their foreign language skills, which may

include an oral and/or a written examination. This section will be effective upon adoption of the Sweetwater Association of Employees' Committee (SAEC) Memorandum of Understanding.

5.8J – Certification Pay

The Authority will pay a stipend of thirty dollars (\$30) per pay period to any employee that possesses a certification that is job related and above the minimum qualifications required for their position. Examples of certifications include, but are not limited to SHRM certifications (SPHR/PHR), CPA, Certified Municipal Clerk, Drone Pilot, or others that meet the job-related qualifier. Other qualifying certifications can be found in the Licenses and Professional Certifications policy, or as reported previously to the Governing Board. This section will be effective upon adoption of the Sweetwater Association of Employees' Committee (SAEC) Memorandum of Understanding.

5.8JK – Division of Drinking Water Certification Pay

The Authority will pay a maximum stipend of ~~twenty~~ thirty dollars (\$~~20~~ 30) per pay period to any employee that possesses a State of California Division of Drinking Water Distribution or Treatment Certification above the level required by their job description. If the job classification does not require a Distribution or Treatment Certification, and the employee possesses such certification, the employee will be entitled to a ~~maximum~~ stipend of ~~twenty~~ thirty dollars (\$~~20~~ 30) per pay period. It is the responsibility of the employee to request the stipend, which will commence once the employee submits the certification to the Training Office. This section will be effective upon adoption of the Sweetwater Association of Employees' Committee (SAEC) Memorandum of Understanding.

SECTION 5.9 - LEAVES OF ABSENCE – PAID AND UNPAID

5.9A - Paid Time Off (PTO)

PTO will accrue as follows: For the first continuous two (2) years of employment, employees will earn one hundred forty-four (144) hours of PTO per year; for the next continuous three (3) years, employees will earn PTO at the rate of one hundred sixty (160) hours per year; for the next continuous five (5) years employees will earn PTO at the rate of one hundred ninety-two (192) hours per year; after ten (10) continuous years of service, employees will earn PTO at the rate of two hundred forty (240) hours per year; and, after fifteen (15) years of service, employees will earn PTO at the rate of two hundred forty-eight hours (248) per year.

Employees shall earn an additional eight (8) hours of PTO per year in years 16 through 20 of service for a total of two hundred eighty (280) hours in year twenty (20) of service and thereafter.

Year	Hours	Rate/Hour
0-2	144	0.0693
3-5	160	0.0770
6-10	192	0.0924
11-15	240	0.1154

16	248	0.1193
17	256	0.1231
18	264	0.1270
19	272	0.1308
20	280	0.1347

PTO time is intended for vacation and time off for illness or personal business. All employees are encouraged to take off at least five (5) consecutive business days each year. If an employee is off work more than three (3) days for illness or injury, the DH may ask HR to contact the employee. HR may ask the employee to provide a Doctor's Certificate of release to return to work. In addition, when the conditions of an absence warrant verification, a Doctor's Certificate may be requested for absences of less than three (3) days. Requests for a Doctor's certificate will be made prior to employee's return to work.

An employee may accumulate unused PTO to a maximum total of twice the employee's current annual PTO accrual rate. Once the maximum is reached, all future accruals will be converted to a cash equivalent amount based on the employee's base rate of pay and said amount shall be paid into the employee's IRC Section 401(a) plan account on a bi-weekly basis. If the cash equivalent of an employee's PTO balance is less than five thousand dollars (\$5,000) at the time of separation or retirement, the employee will receive such amount as a single cash lump sum. In the event the cash equivalent is five thousand dollars (\$5,000) or more, the amount will be deposited into the employees 401(a) plan account.

Employees will request PTO used for vacation time throughout the year by submitting a written request to the DH or his/her designee at least ~~fourteen~~ fourteen (14) calendar days prior to the first day of the requested vacation period. The DH, or in his/her absence, his/her designee will approve or deny the vacation request in writing, within forty-eight (48) hours. Vacation requests will be evaluated based upon the need for maintaining adequate staff. Vacation requests will be granted on a first come first served basis; however, when more than one (1) employee in the same classification submits a written request on the same calendar day for the same vacation period and all such requests cannot be honored due to staffing requirements, the more senior employee(s) will be given preference.

If the Authority intends to cancel a vacation, it shall give the employee seven (7) calendar days of notice except in the case of emergencies and notice will then be given as soon as practicable. The Authority shall reimburse an employee for documented prepaid, non-refundable expenses lost as a result of a vacation canceled by the Authority, provided that prior to the cancellation, the employee has provided documentation of said prepaid, non-refundable expenses to the Authority.

An employee may request to cash in between ten (10) and ~~fifty~~ fifty (50) hours of accrued PTO provided employee has accumulated over one hundred-twenty (120) hours of combined leave, excluding compensatory time, and has used (not donated) ~~forty~~ forty (40) hours of combined leave, in the prior twelve (12) month period at the time of the cash out. Employees

wishing to cash in accrued PTO may do so according to the Authority's policies and procedures for electing to convert future accruals to cash.

5.9B – Compensatory Time

Employees who work overtime may elect to earn compensatory time off in lieu of being paid cash for overtime. Compensatory time off will be earned at the same rate as the employee would have earned overtime compensation (see Section 5.8B- Overtime), but at least at the rate of one- and one-half hours for each overtime hour worked. Employees may bank up to 80 hours of compensatory time off during the calendar year. Effective January 1, 2022, however, Employees may earn and accrue up to a total of 160 hours of compensatory time off during the calendar year. All overtime hours worked once an employee has reached the applicable hour cap will be paid in cash overtime payments. An employee who has in excess of forty (40) hours in the compensatory time off bank on the first day of the last full pay period in December, will be compensated for those hours over forty (40) on the last payday in December at the regular rate of pay in effect at that time.

Employees may elect to take compensatory time off for any purpose with prior approval of their supervisor. Employees will be permitted to take compensatory time off within a reasonable period of time unless it would unduly disrupt the operations of the Authority. At the time of separation, employees will be paid for all accrued compensatory time off.

5.9C – Holidays

Official Authority holidays are:

New Year's Day	January 1
<u>Martin Luther King, Jr. Day</u>	<u>Third Monday in January</u>
<u>Cesar Chavez Day</u>	<u>March 31</u>
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving Day	Friday following Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
"Floating" Holidays	48 hours to be selected by
employee	

Each fiscal year (July 1 to June 30), each regular employee with the Authority may select up to forty-eight (48) hours convenient to the employee as floating holidays (which may be used in any hourly increments), subject to the advance approval of the employee's Supervisor.

All employees are granted the observed holiday without reduction in their regular pay provided that they are not off work without pay on the last work day before the holiday. Holiday compensation will be paid at the rate of pay at which the employee was being paid on the last business day before the holiday. Employees who are on a modified reduced work schedule,

shall receive holiday pay equal to the amount the employee would have received if the holiday had been a regular work day.

Employees who are on a modified reduced hour schedule shall receive floating holiday pay at a prorated amount based on the ~~amount~~ number of hours the employee is working. If an employee returns to a full-time status of 40 hours per week, they will receive the remaining portion of the floating holiday hours for a full credit up to the ~~480~~ hours they would have received on July 1st. As an example, if an employee is working 30 hours per week they would be credited 75% of the ~~480~~ hours of floating holidays.

Regular employees will have any unused floating holidays converted to cash and paid out by June 30 each year.

Probationary employees may use floating holiday hours as earned and accrued. Probationary employees earn "Floating" holidays at the rate of forty ~~eight~~ (~~408~~) hours per year, which shall be prorated during the initial twelve (12) month probationary period. (Example: ~~408~~ hours ÷ 26 pay periods = 1.53846 hours earned per pay period.) Any fraction of accrued "Floating" holidays not used by the end of the Fiscal Year (June 30) will be added to the probationary employee's PTO accrual. Any floating holidays, or fraction thereof, not accrued by the probationary employee as of June 30 will not be credited to the probationary employee's PTO. Starting July 1 in the new fiscal year, the probationary employee will begin, once again, to earn and accrue forty ~~eight~~ (~~408~~) hours floating holidays. Upon completion of the probationary period, the employee will be entitled to any portion of the unused forty ~~eight~~ (~~408~~) hours of floating holidays remaining in that fiscal year.

5.9D - Pay for Worked Holidays

Employees whose work schedules require them to work on official or observed holidays (see EXHIBIT "C") will be paid at one and one-half (1.5) times their regular base pay for actual hours worked in addition to regular holiday pay.

5.9E - Frozen Sick Leave (FSL)

Effective July 1, 2013, FSL accrued prior to January 1, 2001, shall be made available for any use by the employee in accordance with the provisions of paragraph 5.9A, PTO.

Upon retirement, pursuant to the CalPERS retirement plan, FSL accrual, if any, shall, at the employee's election, be converted to service credit pursuant to CalPERS regulations or be converted to a cash equivalent amount based on the employee's base pay rate and paid into the employee's IRC Section 401(a) plan account if the balance is five-thousand dollars (\$5,000) or more. Otherwise, any amount under five-thousand dollars (\$5,000) will be paid in cash to the employee.

5.9F - Pregnancy Disability Leave (PDL)

If an employee is disabled by pregnancy, childbirth or related medical conditions the employee is eligible to take PDL. PDL is for any period of actual disability caused by the employee's pregnancy, childbirth or related medical conditions up to four (4) months (or 88 work days) per

pregnancy. The pregnancy disability does not need to be taken in one (1) continuous period of time and can be taken on an as-needed basis. Certification of disability from the employee's health care provider must be provided to HR prior to approval of PDL. The first twelve (12) weeks of PDL may run concurrently with FML.

5.9G – Parental Leave

Employees are provided an additional paid parental leave of 80 hours for the birth or placement of a child for adoption or foster care. This is available to birthing and non-birthing parents. Leave can be used intermittently throughout the year in coordination with the employee and their supervisor. This section will be effective upon adoption of the Sweetwater Association of Employees' Committee (SAEC) Memorandum of Understanding.

5.9GH - Workers' Compensation Disability Leave (WCDL)

Any employee injured on the job will be entitled a leave of absence and to benefits required by state law under the Authority's Workers' Compensation Insurance coverage beginning with the fourth calendar day after the injury if not hospitalized, or the first day of injury if hospitalized, and continuing for any qualifying period of absence due to the employee's full or partial temporary disability.

An employee who sustains a work-related injury or illness which does not permit the employee to return to work for the balance of the work day and who is authorized by ~~his/her~~their Supervisor or Management to leave work to obtain treatment and/or recover shall not suffer a loss in compensation as a result of ~~his/her~~their absence from the remainder of the employee's regular work day. An employee who sustains a work-related injury or illness and who is authorized by ~~his/her~~their Supervisor or Management to leave work to obtain treatment and following treatment, is permitted to return to work during the work day shall not suffer a loss in compensation as a result of the employee's absence to seek treatment for the injury or illness. An employee who during the work day is authorized by ~~his/her~~their Supervisor or Management to attend appointments with a health care professional or practitioner for evaluation or treatment of an injury or illness covered by workers' compensation, shall be on leave with pay for the period of absence.

An employee who is entitled to temporary disability indemnity, required by state law, may use accumulated leave balance to the extent such benefits have been accumulated when added to the disability payment will result in payment of an amount not to exceed the employee's regular salary or wage. An employee shall receive credit for holidays occurring during a leave of absence hereunder.

Any portion of accumulated leave balances paid by the Authority will be deducted from the employee's accumulated accounts.

An employee who sustains an on-the-job injury shall provide a Doctor's Work Status Report for every Doctor's appointment and immediately report to HR following each appointment.

During WCDL, an employee shall be eligible for continuation of employee and dependent health care insurance premium payment as if actually working. Employees electing not to supplement

their regular salary or wage under this provision, shall continue to pay the negotiated portion of the health insurance premium (refer to section 5.12D for premium amounts). If the employee has no accruals, the employee will have the responsibility for paying said premium on/or before the first of each month for which coverage is provided, otherwise, the employee and dependent coverage will cease and COBRA notification will be given.

While on leave, employees will continue to be financially responsible for all payroll deductions for other benefits which may include computer loans, dependent insurance premiums, flexible spending accounts, 457 plans, etc. Any contributions normally required of the employee for these benefits will be deducted when the employee is paid from their accumulated leave balances. Otherwise, the employee may write a check on a monthly basis directly to the Authority to continue the benefits.

Probationary employees returning from WCDL will be given credit for any portion of their probationary period completed prior to the commencement of the leave of absence. The Authority will retain employees on an extended leave of absence for work-related disabilities until one of the following situations occurs:

1. The employee is released by a physician pursuant to prevailing workers' compensation law for full duty.
2. The employee is released by a physician for temporary limited duty, in which case the Authority will engage in the interactive process with the employee to determine if their work restrictions can be accommodated on a temporary basis. If they cannot be accommodated, the employee will remain on a leave of absence.
3. The Authority receives medical evidence from a physician that the employee is judged to be permanent and stationary with respect to their work-related disability and has permanent limitations. In this case, the Authority will engage in the interactive process with the employee to determine if their work restrictions can be reasonably accommodated on a permanent basis. The employee directly or indirectly informs the Authority (i.e., by accepting other employment, moving out of the State, etc.) that he/she does not intend to return to the Authority's employment. The employee has the right to overcome the presumption that he/she does not intend to return to the Authority's employment by evidence, for example, that he/she was convalescing from an injury out of State.

5.9H - Short Term Disability Leave (STD)

Accident and Sickness Weekly Income benefits (short-term disability insurance) against loss of income due to off-the-job accident or sickness is furnished for all employees under a group self-insured program.

Employees are eligible for weekly income benefits following the eighth consecutive day (including weekends) of absence due to either an accident or illness disability, or on the first day of hospital confinement that includes an overnight stay, if such confinement occurs prior to the eighth day of absence. Benefits continue for a maximum of thirteen (13) weeks during any one continuous period of disability.

Benefits are only payable when an accident or illness prevents the employee from performing any and every duty pertaining to that employee's employment and benefits are paid at the rate equivalent to the Workers' Compensation temporary disability rate. Disability payments are not available to employees who have elective cosmetic surgery unless the employee becomes disabled due to injury or illness that results from the surgery.

An employee who is entitled to STDL may use accumulated leave balances; in an amount that when added to the disability payment will result in payment of an amount not to exceed the employee's regular salary or wage.

The disabled employee must be under the direct care of a physician to be eligible for this benefit. A continuous period of disability is defined as all periods of disability due to the same or related cause or causes, separated by less than fourteen (14) days of continuous, full-time, active work.

Claims for weekly income benefits will be paid upon receipt of a properly executed claim form submitted to the Authority HR Office on or before the first Monday following the end of the payroll period for which the period of disability is being claimed. Approved weekly income benefits will then be paid on the following regular Friday payday, in accordance with Section 5.11B, Paydays.

If a disabled employee incurs loss of earnings because of total disability, weekly income benefits will be payable up to the maximum weekly benefit, commencing with the applicable day of continuous total disability and to the maximum of thirteen (13) weeks payable during any one (1) continuous period of disability. This benefit is provided to protect an employee against a loss of earnings due to total disability and when an employee has received compensation for performing duties during the workday during which hospitalization, injury or illness occurs, the employee has not usually suffered a loss of earnings as a result. The benefit is a "Weekly Income Benefit" and compensation will be calculated based on the employee's hourly wage, and employment status (full time, three quarter time, part time). While on STDL, employees will continue to be financially responsible for any and all payroll deductions which may include computer loans, dependent insurance premiums, Colonial Insurance, Flexible spending accounts, 457 plans, etc. An employee may continue payments through payroll deduction if funds are available, or the employee may write a check on a monthly basis directly to the Authority.

Probationary employees returning from WCDL will be given credit for any portion of their probationary period completed prior to the commencement of STDL.

5.9 - Long Term Disability Leave (LTDL)

Long-term disability insurance benefits against loss of income due to off-the-job accident, or sickness on a long-term basis (3 months or more) is furnished for all employees. The benefit provides eligible employees with sixty-six and two-thirds (66-2/3) percent of salary to a maximum of seven-thousand dollars (\$7,000) per month (See 5.12I, Continuation of Health, Dental and Vision Coverage - benefits are covered for six [6] months).

An employee who is entitled to LTDL may use their accumulated leave balances to supplement their long-term disability payments, in an amount that when added to the disability payment will result in a payment of an amount not to exceed the employee's regular salary or wage. Detailed information on Long Term Disability Insurance is available from HR.

While on LTDL, employees will continue to be financially responsible for any and all payroll deductions which may include computer loans, dependent insurance premiums, Colonial Insurance, Flexible spending accounts, 457 plans, etc. An employee may continue payments through payroll deduction if funds are available, or the employee may write a check on a monthly basis directly to the Authority.

5.9JK - Leave Without Pay (LWP)

LWP request must be submitted to the HR Manager or the Director of Administrative Services for review and submittal to Management. Management may approve LWP; however, such leave when granted shall not exceed a continuous period of sixty (60) days. Leave without authorization may be considered grounds for disciplinary action. For further information see the Authority's Leave Without Pay policy.

5.9LK - Family Medical Leave (FML)

All eligible employees will be entitled to exercise leave rights under the applicable provisions of the California Family Rights Act of 1991, as amended, and the Family and Medical Leave Act of 1993. Where there are differences between the State and Federal acts the more generous requirements of the two (2) have been extended to Authority employees. For further information, please refer to the Authority's Family Medical Leave Policy. If any provisions of this policy are inconsistent with the State and Federal acts and their enabling regulations the acts and regulations shall supersede this policy.

Employees with more than one (1) year of continuous service with the Authority, who have worked at least twelve hundred-fifty (1,250) hours during the previous year, may take up to twelve (12) workweeks of leave in a twelve (12) month backward rolling year because of:

1. The birth of a child or the placement of a child for adoption or foster care.
2. The employee is needed to care for a family member (child, spouse, or parent) with a serious health condition.
3. The employee's own serious health condition makes the employee unable to do his/her job. Entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.

A leave granted under this provision will normally be LWP except that an employee must exhaust accrued PTO, FSL or other accrued time off prior to LWP. At the request of an employee in accordance with Section 5.9J, LWP, an employee may retain and not use accrued PTO or FSL in connection with a leave for the care of a new-born, adopted or foster care child or to care for a family member with a serious health condition.

The employee shall cooperate with the Authority in scheduling his/her date to return to work, and, whenever possible, shall give the Authority at least thirty (30) days advanced notice of

availability. Upon return from leave, the Authority shall restore the employee in his/her previous position or a comparable position.

Where the leave was for the treatment of a serious health condition of the employee the Authority may require the employee to provide medical verification of fitness for duty.

An employee who returns to work at the end of FML of twelve (12) weeks or less or a PDL of four (4) months or less will be returned to his/her former position. Otherwise, an employee who returns to work at the end of a leave of absence will be returned to his/her former position, if available, or will be offered the first available opening in a comparable position for which he/she is qualified. The employee must provide a physician's statement that indicates that he/she is fit to return to the position designated for the employee.

5.9ML - Bereavement Leave

Subject to the GM's approval, an employee may be absent when such absence is occasioned by the death of a member of the employee's immediate family. (Immediate family is defined as: spouse, domestic partner, son, daughter, father, mother, brother, sister, grandparents or grandchildren; in-laws: son, daughter, father, mother, brother or sister; step relatives: son, daughter, father, mother, brother or sister). The employee will receive full pay for such absence up to a maximum of three (3) days, pursuant to AB 1949, an employee is permitted to take an additional two (2) days of leaved charged to their PTO or Floating Holidays. ~~with a~~ Any approved absence in excess of five (5) ~~three (3)~~ days to be charged to the employee's accumulated leave balances. In the absence of available leave balances and with the approval of the GM, the additional time may be taken as LWP. One (1) day of Bereavement Leave (total) may be taken in the event of the death of an employee's aunt, uncle, or great-grandparent. This leave may be taken intermittently but must be used within 90 days of the death of the family member.

In the event that the death of a member of the employee's immediate family requires travel to funeral services or to the place at which the death occurred involving a travel distance of five-hundred (500) or more miles from the Authority, a fourth day with full pay shall be provided, subject to the GM's approval of such additional absence and the distance involved.

In the event that the death of a member of the employee's immediate family requires travel to funeral services or to the place at which the death occurred involving a travel distance of twelve-hundred (1,200) or more miles from the Authority, a fifth day with full pay shall be provided, subject to the GM's approval of such additional absence and the distance involved. With prior approval from the GM, an employee may be allowed to split their bereavement days if time is needed at a later date (Not to exceed six [6] months) to attend services.

5.9NM - Civic or Military Duty

Employees who are required by law to serve on a jury, or by reason of their employment to appear in court as a witness (as opposed to appearing as a witness in a matter unrelated to their employment), will suffer no loss in regular compensation because of such absence from work, provided that they remit to the Authority the compensation received for such duty, including the stamped time sheet provided by the court denoting the hours served for such jury duty.

Employees will report to jury duty at their designated time. An employee who is dismissed prior to the court observed lunch hour must return to work, and finish their work day. If an employee is dismissed after the court observed lunch hour, they may go home for the day, and will not be required to use PTO. Any employee whose work day begins between 5:00 A.M. and 8:00 A.M. will not be required to begin their work day prior to the starting hour of jury duty, nor will they be required to use PTO for those hours used prior to jury duty. Additionally, the Authority will not adjust non-standard schedules (swing or graveyard) to accommodate jury duty. The employee may defer jury duty until they will be on a day shift or make a schedule change with another employee.

Military Duty - The purpose of this section on Military Duty is to implement the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable California State law. Where there are differences between the State and Federal acts, the more generous requirements of the two will be extended to Authority employees. If any provisions of this section are inconsistent with the State and Federal acts and their enabling regulations, the acts and regulations shall supersede this section.

Military orders should be presented to HR and arrangements for leave made as early as possible before departure.

5.9 - Absence from Work

An employee who, for any reason, is not able to report for work at the scheduled time shall, unless impracticable by circumstances, notify his/her Supervisor or DH at least thirty (30) minutes prior to the start of the employee's work shift.

If an employee is off on leave, other than PTO used for vacation purposes, and is not available at a home phone number, the employee should provide to HR an alternate telephone number where he/she can be reached. If this is not possible, the employee should contact HR a minimum of once a week.

Employees shall keep HR informed and, when an absence continues for a prolonged period of time, employees should contact HR periodically to inform them of their recovery progress. After the employee has informed HR of their status, the Authority shall not contact the employee without good cause.

If an employee fails to notify the Authority of an absence for three (3) or more consecutive work days, their position with the Authority shall be considered abandoned and termination proceedings may be initiated by the Authority.

The Authority shall have the right, upon good cause, to ask the employee to submit to a fitness for duty examination. No provider of healthcare shall disclose medical information to the Authority regarding an employee who is a patient of the provider without first obtaining an authorization that complies with the California Confidentiality of Medical Information Act; except that a provider of healthcare may, without such an authorization, disclose to the Authority medical information that describes functional limitations of the employee that may entitle the employee to leave from work for medical reasons or limit the employee's fitness to

perform his or her present employment, provided that no statement of medical cause is included in the information disclosed. No employee shall be discriminated against in terms or conditions of employment due to the employee's refusal to sign an authorization. However, nothing shall prohibit the Authority from taking such action as is necessary in the absence of medical information due to an employee's refusal to sign an authorization under this section.

SECTION 5.10 - LAYOFF

5.10A - Layoff Procedure

The GM may layoff, without prejudice, any regular employee due to the lack of appropriate funds, curtailment or lack of work, or other reasons. Such layoff shall take effect ten (10) business days after the receipt by the employee of a notice in writing of the proposed layoff action.

Layoffs shall be in reverse seniority order by classification within each Department. When it becomes necessary to reduce the number of employees within a given employee classification, the GM or designee, will layoff employees in the following order:

- Temporary employees
- Probationary employees
- Regular part-time employees
- Regular full-time employees

Employees permanently laid off as a result of their work being subcontracted by the Authority will receive three (3) months of base wages as severance pay and will receive medical, dental and vision premium contributions for the three (3) month period following the effective date of the layoff. Additionally, employees shall be entitled to compete for job openings at the Authority for which they qualify on the same basis as in-house candidates for a period of up to one (1) year from the date of layoff.

Employees who have been laid off will have a recall period of one (1) year wherein they will be entitled to recall in inverse order of layoff. In the event employees are recalled, employees must pass a drug screen, which will be at the Authority's expense.

In the restoration of forces, the Authority will mail a certified or registered notice of such opening to the laid off employee entitled to recall, giving such employee not more than five (5) calendar days to respond to the recall notice. The employee waives their recall right if a certified registered letter is returned to the Authority unsigned/refused.

Such employee shall report to work no later than fifteen (15) calendar days from receipt of notice from the Authority to report to work, but will be granted a reasonable extension of time upon request, showing a justifiable reason why they are unable to report to work on the date specified. All notices required to be sent under this section will be sent to the employee at the last address filed in writing with the Authority. There shall be no obligation on the part of the

Authority to recall an employee who fails to keep their mailing address on file with the Authority.

SECTION 5.11 - GENERAL WORKING CONDITIONS

5.11A - Hours of Work

Administration (Main Office)

The regular daily work period in the main office varies between 6:00 A.M. to 6:00 P.M., as assigned by supervisor, with varying flexible work schedules.

Operations

The regular daily work period of employees in the Operations Center varies between 6:00 A.M. to 5:00 P.M., as assigned by supervisor, with varying flexible work schedules.

Water Quality

The regular daily work period of employees in the Water Quality Department will be assigned by the Director of Water Quality on a shift basis as required to adequately staff the Department and will be changed periodically on as fair and equitable a basis as possible. For example, all employees whose classification includes duties performed on a shift basis will be assigned new shifts monthly, on rotation, so that all such employees work an equal period of time on each duty shift.

Flex-time Work Schedule

Upon written approval of Management, any work unit may adopt a flex-time work schedule where there is agreement between the employee(s) and their Supervisor.

Management will encourage Supervisors and DH to explore and approve flex-time work schedules that are mutually beneficial to the Authority and its employees. Employees denied a requested flex-time work schedule shall, upon request, be provided with an opportunity to meet with Management.

Flex-time schedules may be terminated at the direction of Management upon a thirty (30) day written notification. To the extent that flex-time schedules are in effect, the following rules will apply:

- A. Employees may be asked to accommodate work-related commitments that might necessitate that they work part or all of their scheduled day off. Overtime would be paid as appropriate.
- B. Upon Management approval, employees may return to a normal work schedule at their request. The change would need to be done at the beginning of a pay period to avoid payroll complications. Unless there are extenuating circumstances, such changes in schedule should not be for periods of less than three (3) months at a

time. Employees will not be allowed to alternate between a normal work schedule and a flex schedule during holidays, vacations, etc.

- C. Work schedules will need to be approved by the employee's Supervisor and DH. Employees may request that they begin work earlier than their current schedule or work later to allow for a nine (9) or ten (10) hour day. The work hours must be acceptable for their job duties and employees will not be allowed to change their hours once established unless employees formally request a change in schedule. For this to work, the individual's Supervisor and DH must know what hours they can depend on the employees to work. Tardiness will not be tolerated unless there is an emergency.
- D. All break schedules will be maintained. Employees will not be allowed to shorten or skip breaks in order to leave early. Breaks are required by law and are not negotiable.
- E. Holidays, Safety Days and Bereavement Days are paid at the employee's workday hours (eight [8], nine [9] or ten [10]). Employees will not be allowed to switch back to a regular work schedule during holidays. Authority recognized holidays that fall on a scheduled flex day or scheduled week day off can either:
 - 1. Be taken as workday hours (eight [8], nine [9] or ten [10]), based on scheduling needs, on the day prior to the holiday, or the employees next regularly scheduled workday as approved by the supervisor/DH.
 - 2. Have the workday hours (eight [8], nine [9] or ten [10]) added to the employees PTO balance.

- F. Employees on a flex schedule cannot adjust their schedule to accommodate PTO usage. For instance, if employees want to take a day off (Monday through Thursday), they will need to use PTO, Safety Day, Floating Holiday, etc., to equal nine (9) or ten (10) hours because they are scheduled to work nine (9) or ten (10) hours on those days. They will not be allowed to work nine (9) or ten (10) hours on the next Friday that they are scheduled to work and only use eight (8) hours of PTO for a day off during the week.

Work Schedule Changes

When a change in any employee's work schedule is anticipated, the Authority will notify the affected employees in writing as soon as possible, but in no event less than fourteen (14) calendar days prior to the effective date of the change. "Work schedule" for purposes of this notice requirement is defined as shift assignment, hours of work, or days off. In the event there is a work schedule change without the minimum fourteen (14) calendar day notice, the affected employees will receive overtime pay for all time worked on the new "work schedule" until fourteen (14) days have expired since the employee was notified of the change.

The only exceptions to the notice requirement are as follows:

- A. When two (2) or more employees request to trade work schedules for their own convenience and the DH agrees to the trade without the required fourteen (14) days' notice, none of the trading employees shall be entitled to overtime pay as defined above.
- B. When a work schedule becomes necessary due to emergency conditions caused by fire, flood, earthquake, national emergency, major system failure, terrorism or an Act of God, the Authority will give the affected employees as much notice as possible. Employees that have their work schedules changed under the provisions of this sub paragraph shall not be entitled to overtime pay as defined above when the Authority is unable to give the required fourteen (14) calendar days' notice.

5.11B - Paydays

All employees will be paid biweekly on Fridays. If the regular Friday payday falls on a holiday, employees will be paid on the last regular workday immediately preceding the holiday.

5.11C - Employee Expenses

Employees shall neither lose nor profit by reason of expenses incurred while away from home on Authority business. The incurring of such expenses must have the prior approval of the DH. All travel advances must be approved by Management.

5.11D - Smoking In Authority Buildings

The parties agree there shall be no smoking in any Authority buildings, facilities, or vehicles. See the Authority's Tobacco Restrictions in the Workplace policy.

5.11E - Accident Prevention

The Authority attaches the utmost importance to the prevention of accidents. Each employee is required to perform assigned work with due regard for the employee's own safety, as well as the safety of fellow employees and the general public.

Employees should learn to recognize the hazards of the job to which they are assigned and how best to eliminate those hazards, and protect themselves and fellow workers from accidental injury. Employees should make adequate use of protective devices and personal protective equipment furnished by the Authority. The safest work methods should be practiced at all times.

Employees are urged to report all unsafe conditions or practices to their immediate Supervisor. When an employee is involved in an accident, the employee should notify the Supervisor as soon as it is safe to do so. The Supervisor will then notify the Safety Coordinator, DH and HR Office. If the supervisor is not available, the employee should notify any of the above, who will contact the others. The employee should not make any statement concerning responsibility for the accident to anyone other than a representative of the Authority.

In the event an employee is found responsible for an accident or injury, an officer of the SAEC has the right to attend all appeals conducted by Management with the right to make recommendations. All employees will obey rules and regulations of the Accident Prevention Program as presented by Management. For further information, refer to the Authority's Employee Safety Manual.

5.11F - Use of Authority and Privately-Owned Vehicles

Employees shall use Authority owned vehicles for Authority business unless prior approval has been obtained for use of a privately-owned vehicle. More detailed information is provided in the Use of Authority Vehicles policy.

5.11G - Use of Authority Tools, Equipment, and Facilities

No employee may conduct any personal work in the shops of the Authority or on Authority premises, or use Authority equipment and facilities for such work. Refer to the Authority Tools, Equipment and Facilities policy for further information.

5.11H - Personnel Records

An employment history for each regular employee in Authority service will be maintained by the Authority. The personnel file shall include dates of service, positions held, salary history, and other information as may be deemed appropriate and/or required by law.

The personnel file of an employee will be available, upon written request, for inspection during business hours and by appointment within three (3) days following the request by the employee or their authorized representative. The employee will have access to all contents of the file except those materials that are a part of the initial employment process or material designated confidential by law.

A copy of the material in the personnel file will be provided to the employee upon request. For further detailed information refer to the Personnel Records policy.

5.11I - Personal Telephone Use

Employees are encouraged to keep all personal phone calls to a minimum. Friends and relatives should be discouraged from calling during working hours unless there is an emergency. Personal calls should be made during break periods or lunch whenever possible. Personal long distance or toll calls should be made using the employee's own cell phone or long-distance calling card. More information is provided in the Personal telephone Calls policy.

5.11J - Dress and Grooming Standards

Employees are expected to utilize good judgment in determining their dress and appearance. Clothing and appearance should be neat, clean, in good business taste, and not constitute a safety hazard.

Certain positions within Authority service require that a uniform be worn. The uniform identifies the individual as an Authority employee. Uniforms should always be neat and clean. Uniforms furnished by the Authority are to be worn during regular working hours and may be worn to and from work, but they are not a substitute for personal attire. Refer to Dress Attire in the Workplace policy for further details.

5.11K - Work Clothes

The appearance of employees reflects the professional image of the Authority and has a significant impact on the way it is viewed by the general public. The Authority aims to provide its employees with comfortable and professional uniforms that project a good image and will provide a means of easy identification as an Authority employee. Refer to the Uniform Policy and Procedures for further details.

5.11L - Reimbursement for Lost or Damaged Personal Property

Replacement or Repair of Employee Personal Property: It is the policy of the Authority to reimburse employees for loss or damage to personal property when such loss or damage could not have been prevented by reasonable action of the employee. Refer to the Reimbursement for Lost or Damaged Personal Property policy for further information.

Reimbursement will be considered only for damage to personal property that is worn or carried by the employee to satisfactorily perform assigned duties. In most instances, this will include clothing, watches, and personal property such as eye glasses, dentures and hearing aids. Reimbursement for damage to other personal property, including, but not limited to, tools, cameras, and briefcases will be considered only if the property was necessary for performance of the employee's specified duties and if the property was being used with the approval of the employee's DH.

Reimbursement shall not be made for damage to jewelry other than watches under this policy. Loss Reporting: Employees shall report losses incurred in accordance with this policy to the employee's Supervisor.

Losses will be reported in writing as soon as possible after the loss is discovered and supervisors will forward the loss report to Management for approval within twenty-four (24) hours.

Upon receipt of an employee's written report, the Supervisor shall verify the employee's loss and, if warranted, Management shall direct reimbursement of losses. The Finance and Customer Service Department shall issue payment to the employee.

Loss or damage to personal property inconsistent with provisions of this policy shall not be considered for reimbursement by the Authority. Refer to the Reimbursement for Lost or Damaged Property policy.

Reimbursement Method:

1. The method of reimbursement for loss or damage to personal property shall be the current market value of those items damaged beyond repair or the repair costs of items that are repairable less the amount of any reimbursement from other sources.
2. In determining the current market value for clothing, original cost of such clothing shall be depreciated over a period of four (4) years.
3. Current value for personal property such as eyeglasses, dentures, and hearing aids or other hard goods, shall be defined as the current replacement costs.
4. The maximum reimbursement for a watch shall be fifty dollars (\$50).
5. The maximum reimbursement for any single article of clothing shall be one-hundred dollars (\$100).
6. Cost of repairing those items not totally destroyed shall be determined by the Authority on an individual basis.
7. Damaged personal items for which reimbursement has been made shall become the property of the Authority.

Misrepresentation

The provisions of this policy shall not apply if it appears that the employee has concealed or intentionally misrepresented any material fact or circumstance concerning the subject of the loss, their interests therein, or the case of any fraud or false statements by the employee relating thereto.

Recovery

If, in the event of any loss or damage, the employee should acquire any right of action against any individual, firm, or corporation for loss or damage to property covered by this procedure, the employee assigns and transfers to the Authority at the Authority's option, all such rights of action to the extent of the amount paid and will permit suit to be brought in the employee's name under the direction of and at the expense of the Authority.

5.11M - Possession of Firearms

Possession of weapons by employees on Authority property or in Authority vehicles is prohibited, except knives that are necessary for use in the employee's scope of work and approved by the Supervisor.

5.11N - Resignation and Final Paycheck

If the reasons for resignation are foreseeable, the employee must notify their DH in writing at least two (2) weeks before leaving to be considered in good standing. The written resignation shall state the effective date and reason for leaving. Failure of the employee to comply with this provision may be cause for denying future employment with the Authority.

Employee shall receive their final paycheck on their final day of employment unless the employee failed to give a two (2) week notice. If two (2) weeks' notice was not provided, the employee will receive their final check within three (3) business days of their last work day. Authority property, such as identification cards, keys, tools, and equipment, must be returned by the employee prior to the final paycheck being released.

SECTION 5.12 - EMPLOYEE BENEFIT PLANS

5.12A - Federal Social Security

Social Security insurance is required by law for every Authority position, under an arrangement with the State of California and the Federal Social Security Administration. The tax to provide this benefit is shared equally between the Authority and employees and this tax increases periodically to conform with the revisions to this Federal Program.

5.12B - Unemployment Insurance

Employees are covered under the provisions of the State of California Unemployment Insurance Program.

5.12C - Retirement Plan

The Authority is a member of the State of California Public Employees' Retirement System (CalPERS). All regular full-time employees are covered from the beginning date of their employment. Regular part-time employees are covered at the time required by the Public Employees Retirement Law.

For classic members, the Authority shall continue its contract with CalPERS to provide for the two and one-half (2.5) percent at fifty-five (55) retirement benefit formula. For new members (PEPRA), the retirement benefit formula is two (2) percent at six-two (62). Employees shall pay member contributions to CalPERS in the amount required by law.

Due to the complex nature of the retirement plan, no attempt is made here to describe the provisions of this retirement program. Employees should refer to their copy of CALIFORNIA PERS, BENEFITS FOR LOCAL MISCELLANEOUS MEMBERS provided to employees. Additional information is available from CalPERS at the phone numbers listed in the CalPERS pamphlet and at the CalPERS website www.calpers.ca.gov. Employees may also receive assistance on any related issue from HR.

5.12D - Health Benefits

For the term of this MOU, the Authority agrees to maintain two (2) Health Maintenance Organization (HMO) health plans: One (1) to be identified as the “basic plan” (currently Kaiser HMO), and one (1) identified as the “premium plan” ~~(currently Aetna HMO)~~, which has a wider range of providers. Effective October 1, 2021, the “premium plan” shall change from Aetna HMO to CIGNA Healthcare, which shall also be an HMO with a wider range of providers. ~~Aetna HMO will no longer be available as of September 30, 2021.~~

Effective July ~~uly~~ 1, 202~~14~~, and for the remaining term of this MOU, the Authority employees will pay the following premium amounts per pay period:

HMO (Basic) - Kaiser Healthcare

Single	\$14.00
Employee + 1	\$22.00
Family	\$30.00

HMO (Premium) – ~~Aetna~~/CIGNA

Single	\$18.00
Employee + 1	\$27.00
Family	\$35.00

A copy of a marriage certificate, domestic partnership registration, birth certificate, or adoption certificate will be required to add dependents. Detailed information on these benefits is contained in booklets on health insurance available in the HR office and SWAnet.

5.12E - Dental Care Benefits

Group coverage for dental and orthodontia care benefits for employees and dependents is provided at the Authority's expense. The Authority shall continue to contribute one--hundred (100) percent of the cost of the employee and dependent premium for the existing dental care insurance. The maximum dental benefit will be ~~three~~two-thousand ~~five-hundred~~ dollars (\$~~32,500~~2,500) per benefit year for each insured person. The maximum orthodontic benefit will be a two-thousand five-hundred dollars (\$2,~~500~~500) lifetime benefit for each insured person. Detailed information on Dental Care Benefits is available in the HR Office.

A copy of a marriage certificate, domestic partnership registration, birth certificate, or adoption certificate will be required to add dependents.

5.12F - Vision Care Benefits

Group coverage for vision care benefits for employees and their dependents will be provided. The Authority shall contribute one-hundred (100) percent of the cost of vision care insurance for the employee and dependent's premium for vision care insurance. Detailed information on vision care Benefits is available in the HR Office. A copy of a marriage certificate, domestic partnership registration, birth certificate, or adoption certificate will be required to add dependents.

5.12G - Continuation of Health Benefits for Dependents of Deceased Employees

The Authority will continue dependents' medical insurance coverage at Authority expense for the insured dependents of a deceased employee under the following conditions:

1. Employee was employed by the Authority for five (5) years or more prior to employee's death.
2. Employee was on active employment status at the time of death (not applicable to deceased retired employees).
3. Dependent medical insurance coverage will be continued for twenty-four (24) months after death of employee or to date upon which employee would have been eligible for Medicare coverage, whichever is earlier, so as to allow a reasonable "transition period" for dependents to make long-term medical arrangements.

5.12H - Continuation of Dental and Vision Coverage for Dependents of Deceased Employees

Continuation of dental and/or vision coverage can be elected by insured dependents of a deceased employee as provided under the current program of Health Insurance under the same guidelines as the Continuation of Dependent Medical Insurance. However, this coverage is at the expense of the dependent requesting the coverage. The Authority does not participate in the cost for continuation of dental or vision coverage.

5.12I - Continuation of Health, Dental, and Vision Coverage for Dependents of Employees on Medical Leave

The Authority will also continue medical, dental and vision insurance coverage for up to six (6) months for dependents of employees on Medical Leave.

5.12J - IRC Section 401(a) Defined Contribution Plan

The Authority shall establish and maintain a qualified IRC Section 401(a) plan for eligible employees. The terms and conditions of said plan are set forth in the plan documents, which will be made available to each eligible employee through the Finance Department. Although the funds paid into the plan may be used for any purpose permitted under applicable law, the primary purpose of this benefit is to provide a method whereby employees can set aside funds on a tax deferred basis to pay for retiree health benefits. Each year, on June 30, the Authority shall pay an amount equivalent to 24 hours of base pay into each eligible employee's plan account.

In addition, the Authority will match employee contributions to a qualified deferred compensation plan (457 Plan) up to thirteen-hundred dollars (\$1,300) per calendar year. The Authority's matching contribution shall be made to the 401(a) plan.

5.12K - Retiree Healthcare

For those employees retiring after the effective date of this MOU, the Authority will pay up to seven-hundred dollars (\$700) per month for the combined retiree health benefit for the employee, spouse and eligible dependents to be used as the employee chooses based on the following schedule:

Age at Retirement	Minimum Completed Years of Service with Sweetwater Authority	Benefits Provided
50-54	10	50 percent
55 or greater	15	100 percent
55 or greater	14	95 percent
55 or greater	13	90 percent
55 or greater	12	85 percent
55 or greater	11	80 percent
55 or greater	10	75 percent

Proof of insurance premium payment may be required by the Authority. Said payments for retiree, spouse and eligible dependents shall cease upon the retiree reaching Medicare eligible age or for a maximum of ten (10) years, whichever occurs first.

If a retiree dies between ages fifty-five (55) and sixty-five (65), the surviving spouse will continue to receive up to two hundred twenty-five dollars (\$225) per month for payment of healthcare insurance until age sixty-five (65) or for a maximum of ten (10) years, whichever occurs first.

5.12L - Life Insurance

The Authority contributes the total cost of the premium for a group life insurance policy for each regular, full-time employee in an amount equal to approximately two (2) years of base salary up to a maximum of one hundred-thousand dollars (\$100,000), for those classifications represented by the SAEC. An option to purchase dependent life insurance through the Authority's Life Insurance plan must be made at the time of hire, or when a life change occurs such as marriage, birth or the adoption of a child. All dependent premiums will be through payroll deduction.

5.12M - Tuition Aid Plan

A Tuition Aid Reimbursement Plan (Plan) is available to regular full-time employees who have been continuously employed by the Authority for one (1) or more years. This plan is not available to probationary employees. The Plan is administered by the Authority's Director of Administrative Services or designee. The objective of the Plan is to assist eligible employees who wish to continue their formal education on a voluntary basis, during off-hours, for the mutual benefit of the individual and the Authority. The Plan covers any course at an accredited

institution relating to the requirements of attaining an undergraduate degree. The Plan also covers job-related courses judged to be of mutual benefit to the employee and the Authority offered by non-accredited colleges, junior colleges, secondary, technical, and business schools, and accredited correspondence school, as well as graded certificate programs, but only if bona fide classroom participation and instruction is not readily available and such lack of availability would place an unreasonable burden upon the employee.

The Plan provides financial assistance up to two-thousand dollars (\$2,000) for a Bachelor's Degree and two thousand three-hundred dollars (\$2,300) for a Master's Degree that is work related, or a career enhancement for the benefit of the Authority. Payments are awarded per scholastic year - September 1 through August 31, for the actual cost of tuition, books and required academic fees. Other costs, such as those for equipment, parking, health, or social activity fees are the responsibility of the employee.

Any eligible employee who wishes to take courses at an accelerated rate may apply for increased payments to the GM. The GM will consider such a request in the context of the overall benefit to the Authority. If, in the GM's judgment, the request is justified, a contract will be prepared between the Authority and the employee authorizing accelerated payments on condition that the employee agrees to reimburse the Authority for all payments if they leave Authority employment within three (3) years of obtaining either a Bachelor's or Master's degree. Should an employee leave prior to obtaining a degree, they would be liable for all accelerated tuition expenses to that point. Any education assistance received from a government grant or scholarship shall be first applied to tuition and fees and any balance remaining will be eligible for benefits under this Plan.

Application forms may be obtained from the HR Office or Intranet and should be submitted to HR for approval prior to the start of the course. Upon completion of the course, the application (with receipts for costs and grades attached) shall be forwarded to HR for verification that the employee is entitled to the funds requested and that all attached receipts and grades are in compliance with the Plan. HR will then forward a copy of the application and attachments to the Accounting Section for reimbursement to the employee for those funds that qualify for the Plan. Reimbursement will be made to the employee upon completion of the course with a minimum final grade of "C" or its equivalent for the Bachelor's and a final grade of "B" or its equivalent for the Master's. No reimbursement will be made for audited courses or incomplete courses. An employee may only request tuition aid for one (1) Bachelor's and or one (1) Master's Degree during the course of their employment at the Authority. For further information, refer to the Authority's Tuition Aid Plan policy.

5.12N - Driver's License

The Authority shall pay an allowance of seventy-five dollars (\$75) to each employee who, as a condition of employment, is required to maintain a Class "A" driver's license in accordance with the laws of the State of California. This allowance shall be paid once each time an employee is required to renew the Class "A" driver's license and only upon presentation to the Authority of satisfactory evidence of renewal. The Authority will reimburse an employee for the actual cost of a driver's license endorsement required for the employee's position.

A minimum of a Class C driver's license is required of all Authority employees. Employees are responsible for maintaining a current license and providing HR with a copy of all changes in driving status.

5.12O - Loans for Computer Equipment

The Authority agrees to provide Employees with no interest loans to a maximum of two-thousand dollars (\$2,000) to be used for the purchase of computer equipment. This benefit is not available to probationary employees. For further details refer to the Computer Loan policy.

5.12P - 125 Plan Limits

The Authority agrees to maintain the health and dependent care 125 Plan up to the maximum amounts approved by the Internal Revenue Service (IRS).

5.12Q – Additional Compensation

The Authority will pay one hundred and fifty dollars (\$150) annually toward gym membership.

SECTION 5.13 - RESOLUTION OF DIFFERENCES

The resolution of differences concerning interpretation, application, or administration of terms and conditions of employment, as provided in this MOU, shall be attempted at the lowest Supervisory level possible. However, it is understood that the SAEC may file a "Notice of Disagreement" on behalf of one (1) or more employees and, by mutual agreement between the parties; such notice of disagreement may be filed with the AGM or GM instead of the Supervisor. Employees will bring to the attention of their Supervisors or Human Resources, in a timely manner, those situations in which the employee feels a misunderstanding exists. In order for a misunderstanding or difference to be considered and addressed in a timely manner, it shall be brought to the Supervisor's or Human Resources' attention within 30 calendar days following the act or occurrence upon which the alleged misunderstanding or difference is based. In such cases, the employee shall be allowed to have one (1) of the officers of the SAEC present and participate, if requested, in order to assist in accurately presenting the circumstances under consideration. If the matter cannot be settled at the Supervisor's level, the employee or the SAEC may appeal to the DH for action.

If the situation was not satisfactorily resolved in the meeting with the Supervisor and/or DH, the SAEC may file a written "Notice of Disagreement" (on the form shown in Exhibit "B") with the AGM or the GM, depending on the Department in which the situation arises, requesting a meeting within three (3) business days to review the situation and attempt to arrive at a solution. The employee may be represented at this meeting by an Officer of the SAEC and/or a Representative designated by an Officer.

If either side intends to be represented by an attorney in any grievance meeting, it will give the other party as much advance notice as possible and, if necessary, the meeting will be postponed for a reasonable amount of time in order to allow such party to arrange for its own

Representative to be present. No grievance settlement shall be precedent setting except for settlements reached between the GM and the President of the SAEC, which expressly state that the settlements are intended to be precedent-setting.

In the event that a satisfactory resolution of the matter has not been reached following the meeting with the AGM or GM, an "Adjustment Committee" comprised of three (3) people selected by the SAEC and three (3) members of Management, selected by Management, shall meet within five (5) business days and hear the presentation of arguments by both parties to the disagreement. Neither the employee submitting the original matter for adjustment nor that employee's Supervisor shall serve on the Adjustment Committee. After considering the presentation of the facts, the Adjustment Committee shall vote in a closed session as to a resolution of the matter. A majority vote shall be necessary to overturn the action or decision being disputed. The discussions and votes cast in closed session of the Adjustment Committee shall not be made public; however, a notice of the results of the Adjustment Committee consideration will be posted on the bulletin boards at the Administrative Office, Operations Center, and Treatment Plant.

If either party to the dispute wishes to pursue the matter further, it shall notify the other party, and contact the State of California Mediation and Conciliation Service (SMCS) to request appointment of a, State mediator at no cost to the parties. Such a mediator shall mediate the dispute according to the SMCS rules governing mediation. If the parties are unable to reach a mutually agreeable resolution in mediation, the parties may mutually agree to request recommendations from the Mediator which are advisory to the parties. Within fourteen (14) calendar days after receipt of the advisory recommendation of the Mediator, both parties shall indicate in writing whether the Mediator's recommendation will be accepted or rejected. Such notice shall be served or mailed to the other party within said fourteen (14) day period.

In the event an employee elects to exercise the right to self-representation, and objects to the attendance of an SAEC Representative, such individuals shall be excluded; provided, however, representatives of the SAEC will have certain rights of access to the records of the Resolution of Differences proceeding. This right of access is provided in recognition of the SAEC interest in effective representation of its members.

Accordingly, the Authority shall provide the SAEC access to:

1. Information concerning the nature of the difference including all facts and evidence in the record.
2. Any procedures utilized during the course of the proceeding.
3. The results of the proceeding, including any discipline imposed.

However, in order to recognize the personal privacy interests of employees, the Authority shall delete from the record:

1. The name of the employee filing the difference.
2. The employee's social security number, address, telephone number.
3. Any other personal information protected under rights of privacy.

SECTION 5.14 - EMPLOYEE CONDUCT AND DISCIPLINE

5.14A - Procedure

Discipline shall be for cause and shall be administered in a fair and consistent manner and without regard to race, color, ancestry, religious creed, disability, medical condition, age, marital status, sexual orientation, or any other protected classification under applicable law. Misconduct may result in discipline up to, and including, dismissal. Serious misconduct may result in immediate dismissal for even a first offense depending upon the employee's employment history or other extenuating circumstances supporting discharge in the first instance. Misconduct may otherwise be addressed by means of a written reprimand, suspension, reduction in pay or demotion. All disciplinary action will be based on the facts of the individual case, including, but not limited to, relevant portions of the employee's employment history.

The Authority may place an employee on administrative leave with pay pending investigation of allegations of misconduct or for other legitimate reasons. Administrative leave is not disciplinary.

The appeal rights set forth in Section 5.14C, Major Discipline, and the response rights set forth in Section 5.14D, Minor Discipline, are applicable to Regular employees only. Probationary and Temporary employees are at-will and may be terminated, or disciplined, without proof of cause or other justification and without right of appeal.

5.14B - Misconduct Charges

1. Disclosing confidential information.
2. Using or possessing Authority time, property and/or equipment without authorization.
3. Misconduct, on or off the job, seriously reflecting on the Authority or its image within the community.
4. Using abusive or obscene language; rude or inappropriate behavior.
5. Incompetence or inefficiency, such as failing to successfully complete assignments.
6. Misusing or failing to use delegated authority in the performance of duties.
7. Personal appearance not appropriate for the job in terms of job safety standards.
8. Failure to carry out assigned work or supervisory responsibilities adequately, directly, or promptly.
9. Inattention to or dereliction of duty.

10. Unexcused, excessive, or patterned absenteeism.
11. Failure to make reasonable effort to notify supervisor of inability to report to work.
12. Leaving assigned work location without proper approval or appropriate reason.
13. Frequent and unexcused tardiness.
14. Sleeping on the job.
15. Exceeding designated time for lunch or rest periods.
16. Refusal to perform reasonable work assignments or to cooperate with supervisors or Management in the performance of duties (insubordination).
17. Failure to cooperate with other employees or the public, in the line of duty.
18. Frequent and continually disrupting the work of other employees.
19. Making false, vicious, or malicious statements concerning any employee, or concerning Authority government or Management.
20. Failure to rectify unsanitary conditions.
21. Gambling while on duty, on Authority property, or while using Authority equipment.
22. Operating or conducting, organized gambling for profit on the job, on Authority property, or using Authority equipment.
23. Conduct unbecoming an officer or employee of the Authority.
24. Inexcusable absence without leave.
25. Abuse of sick leave.
26. Failure to maintain satisfactory and harmonious working relationships with the public or fellow employees.
27. Willful failure to follow the chain of command.
28. Violation of the Personnel Policies and Procedures.
29. Reprisal or retaliation because of an employee's filing of a grievance/resolution of differences or other lawful action.
30. Failure to perform the minimum requirements for the position.

31. Failure to exercise good judgment in connection with the requirements of the position held by the employee.
32. Operating Authority equipment or vehicles unsafely or carelessly.
33. Playing tricks or jokes or engaging in horseplay on the job which may lead to physical injury to employees or others, or damage to equipment or property.
34. Failure to report on-the-job injuries.
35. Unauthorized possession, control and/or duplication of Authority records, regardless of physical form or characteristics.
36. Deliberately withholding information related to work from supervisors or others requiring the information.
37. Failure to pay amounts due to the Authority.
38. Using an official position or office for personal gain or advantage.
39. Accepting favors or gratuities for services required or performed on the job.
40. Fighting.
41. Commission of a public offense involving moral turpitude reflecting upon the Authority.
42. Intentional discrimination against another employee on the basis of race, religion, age, sex, sexual orientation, national origin, or other category protected by law.
43. Harassment of other employees, members of the public and other third parties.
44. Causing or contributing to an accident by operating Authority equipment in an unsafe manner.
45. Violating safety rules or practices which endanger the employee or others or which damages Authority property or equipment or willful failure to use safety equipment or refusal to comply with safety rules.
46. Intentionally falsifying or destroying, without proper authorization, Authority records.
47. Making unlawful discriminatory remarks in the presence of the public or other employees while on duty.
48. Fraud or deception in securing employment including, but not limited to, giving false or misleading information on an application form or interview.

49. Intentional or negligent destruction of Authority property or equipment.
50. Loss of required motor vehicle operator's license or other license or certification required to perform the duties of an employee's position.
51. Using threats or attempting to harm another employee or the public in the line of duty.
52. Possession of weapons, including but not limited to, firearms or knives (unless approved for job use by the employee's supervisor), on Authority property, or while performing Authority business or duties.
53. Actions on the job intended to destroy property or to inflict bodily injury (whether or not the destruction or injury actually occurs).
54. Drinking alcoholic beverages or consuming illegal drugs, or being under the influence of either, on the job site or during the work period.
55. Possession, transportation, distribution, receipt, sale, purchase, or arranging for the sale or distribution of illegal drugs or legally-controlled drugs not being used for prescribed purposes.
56. The failure to consent to an examination or a test to determine the level of drugs or alcohol in the blood.
57. The falsifying or otherwise tampering with urine, blood, breath, or other such samples taken to determine the level of drugs or alcohol in the blood.
58. Soliciting, accepting, or offering a bribe.
59. Theft or aiding or encouraging the theft of cash, or Authority property or equipment.
60. Falsifying time reports, mileage reports, expense accounts or any other work-related documents.

5.14C - Major Discipline

1. Pre-disciplinary hearings

- A. Prior to the imposition of a major disciplinary action, which shall consist of an unpaid suspension of four (4) or more days, demotion, reduction in pay of one (1) month or more (a reduction in pay may not exceed ten [10] percent of the employee's base pay), or dismissal, all regular employees shall be presented with a written Notice of Proposed Disciplinary Action informing the employee as to their right to a pre-disciplinary hearing.
- B. The Notice of Proposed Disciplinary Action shall include:
 - 1. A description of the discipline proposed.
 - 2. A statement of the reasons for which the action has been proposed, which shall include a brief description of the alleged facts upon which the proposed action is being taken and a statement of any employer rules, regulations, etc. or laws that are alleged to have been violated and, if applicable, a list of any previous disciplinary actions, counseling evaluations or other relevant actions which support the action proposed.
 - 3. Copies of any documents relied upon in reaching a decision to propose the discipline action.
 - 4. A statement advising the employee that they may respond to the AGM, or their designee, regarding the proposed disciplinary action, orally or in writing, before it takes effect. This part of the Notice of Proposed Disciplinary Action shall include the name of the person to whom the response is to be made, if other than the AGM, and the last date upon which a response may be made.
- C. The employee shall have a reasonable time (not to exceed thirty [30] days) from the date of the Notice of Proposed Disciplinary Action to respond to the charges, either orally or in writing. In responding, either orally or in writing, the employee may designate a representative to assist in the presentation of the response.
 - 1. In the event that the employee chooses to respond orally, the employee must, within the period given to respond, make an appointment, and meet with the AGM or their designee.
 - 2. During this meeting, the employee or the employee's representative may present any reasons why the employee feels that the proposed action is not proper.

The AGM or their designee shall listen to the employee's presentation, but need not present any evidence on behalf of the Authority, nor shall either party present witnesses for examination at this time.

3. A written response must be received in the office of the AGM or their designee no later than 4:00 P.M. on the last day given to respond.
 4. The AGM or their designee shall take the employee's timely response into consideration and shall make a written determination as to whether or not the proposed action, a different action, or no action shall be taken.
- D. Failure by the employee, or the employee's representative, to respond to the Notice of Proposed Disciplinary Action within the period allowed shall result in disciplinary action taking effect as proposed.

2. Right to Appeal

- A. Any regular employee shall have the right to appeal any major disciplinary action which consists of suspension of four (4) or more days, a demotion, a reduction in pay of one (1) month or more (a reduction in pay may not exceed ten [10] percent of the employee's base pay), or dismissal. The appeal shall be heard by an impartial Hearing Officer on an advisory basis.
- B. Requests for appeal shall be made in writing, signed by the employee and filed with the AGM or designee within ten (10) business days of the effective date of the proposed disciplinary action. Failure to file a written request for appeal with the AGM or designee in a timely manner shall constitute waiver, with prejudice, of the employee's right to appeal.
- C. The parties shall make a good faith effort to mutually select an advisory Hearing Officer to hear the appeal. If the parties are unable to mutually select an advisory Hearing Officer, an advisory Hearing Officer shall be selected by an alternate striking from a list of seven (7) Hearing Officers provided by the California Mediation and Conciliation Service.
- D. The AGM or designee shall notify the employee from whose action the appeal is being taken of the date, time, and place of the hearing. The hearing shall be convened within forty-five (45) days of the imposition of discipline unless a longer period is mutually agreed to by the parties.
- E. The employee shall appear personally before the advisory Hearing Officer at the hearing and may be represented by Counsel of their choice. In the event that the employee fails to personally appear, the appeal shall be deemed waived, with prejudice.

- F. All parties and witnesses to be heard at the hearing shall be sworn and shall testify under oath. The hearing shall not be conducted according to technical rules relating to evidence and witnesses, except as hereinafter provided. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. Hearsay evidence may be admitted, but it may not be the sole basis upon which a finding of fact is made.
- G. Upon conclusion of a hearing, the advisory Hearing Officer shall cause their findings and recommendations to be prepared in writing and shall certify the same to the GM within twenty (20) business days following the conclusion of the hearing.
- H. The GM shall, within twenty-one (21) days, then adopt, reject, or modify such findings and recommendations. Findings and recommendations may be rejected or modified only upon a showing by the GM that such rejection or modification is supported by appropriate evidence in the hearing record. Before rejecting or modifying findings and recommendations of the advisory Hearing Officer, the GM shall notify the parties, in writing, of their intent to do so, including the reasons for their proposed rejection or modification, and allow the parties to meet with the GM before the rejection or modification takes effect. The written determination of the GM shall be final for administrative purposes.

5.14D - Minor Discipline

In the case of minor discipline, which shall consist of suspension of three (3) days or less, reduction of pay of less than one (1) month (a reduction in pay may not exceed ten [10] percent of the employee's base pay), or written reprimand, a regular employee shall be afforded the following:

- 1. Notice of Proposed Disciplinary Action, which shall include:
 - A. A description of the discipline proposed.
 - B. A statement of the reasons for which the action has been proposed, which shall include a brief description of the alleged facts upon which the proposed action is being taken and a statement of any employer rules, regulations, etc. or laws that are alleged to have been violated; and, if applicable, a list of any previous disciplinary actions, counseling, evaluations, or other relevant actions which support the action proposed.
 - C. Copies of any documents relied upon in reaching a decision to propose the disciplinary action.

- D. A statement advising the employee that they may respond to the AGM or their designee, regarding the proposed disciplinary action, orally or in writing, before it takes effect. This part of the Notice of Proposed Disciplinary Action shall include the name of the person to whom the response is to be made, if other than the AGM, and the last date upon which a response may be made.
2. Appeal Rights:
- A. The employee shall have fourteen (14) days from the date of the Notice of Proposed Disciplinary Action to respond to the charges, either orally or in writing. In responding, either orally or in writing, the employee may designate a representative to assist in the presentation of the response.
 - B. In the event that the employee chooses to respond orally, the employee must, within the period given to respond, make an appointment and meet with the AGM or their designee.
 - C. During this meeting, the AGM or their designee, and the employee, or their respective representatives, may present oral argument and documentary evidence in support of their positions; however, neither party shall be permitted to call and examine witnesses.
 - D. A written response must be received in the office of the AGM no later than 4:00 P.M. on the last day given to respond.
 - E. The AGM or their designee shall take the employee's timely response into consideration and, within fourteen (14) days, shall make a written determination as to whether or not the proposed action, a different action, or no action shall be taken.
3. Failure by the employee or the employee's representative to respond to the Notice of Proposed Disciplinary Action within the period allowed shall result in disciplinary action taking effect as proposed.

In the case of minor discipline, no right of appeal or hearing is provided, except for the right to respond as set forth herein in Section 5.14D, Minor Discipline. The written determination of the AGM [or designee](#) shall be final for administrative purposes.

5.14E - Discipline Timing

Discipline must be proposed no later than thirty (30) days from the date that Management becomes aware of a disciplinary infraction unless the case remains under investigation or there are other extenuating circumstances that are causing reasonable delay in proceeding with disciplinary action. Extensions for investigation or other extenuating circumstances shall not exceed sixty (60) days and the reason for an extension will be provided to the SAEC in writing.

5.14F - Discipline Documentation

Documentation of oral reprimands shall be removed from an employee's personnel file after one (1) year, provided there are no further disciplinary infractions on the part of the employee. Written reprimands shall be removed from an employee's personnel file after two (2) years provided there are no further disciplinary infractions on the part of the employee. Documents removed from the employee's personnel file shall not be used in any disciplinary proceedings in support of the discipline at issue and said documents may be considered only to the extent they would be relevant to impeachment of the employee's credibility.

SECTION 5.15 - AUTHORITY RIGHTS

The parties agree that the Authority retains, solely and exclusively, all the rights, powers, and authority exercised or held prior to the execution of this MOU, except as expressly limited by a specific provision of this MOU.

Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the Authority and not abridged herein include, but are not limited to, the following:

1. To manage and direct its business and personnel.
2. To manage, control, and determine the mission of its Departments, building facilities, and operations.
3. To create, change, combine, or abolish jobs, Departments, and facilities in whole or in part.
4. To subcontract or discontinue work for economic or operational reasons.
5. To direct the work force.
6. To increase or decrease the work force and determine the number of employees needed.
7. To hire, transfer, promote, and maintain the discipline and efficiency of its employees.
8. To establish work standards, schedules of operation, and reasonable work load.
9. To specify or assign work requirements and overtime.
10. To schedule working hours and shifts.
11. To determine the type and scope of work to be performed and the services to be provided.

12. To determine the methods, processes, means, and places of providing services.
13. To take whatever action necessary to prepare for or operate in an emergency.

Nothing in this Article shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in the Authority by any law regulating, authorizing, or empowering the Authority to act or refrain from acting.

SECTION 5.16 - EMPLOYEE RIGHTS

5.16A - Labor Security

Employees of the Authority covered by this MOU shall have the right to join or not join the Sweetwater Authority Employee's Committee (SAEC).

All employees who are part of the SAEC represented bargaining unit shall have the right to participate or not participate in the activities of the SAEC for the purpose of representation on all matters including, but not limited to wages, hours, and other terms and conditions of employment. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the Authority or by the SAEC because of the exercise of his or her rights under this article.

Pursuant to ~~A-B- 119~~, the Authority agrees to provide no less than 10 calendar days' notice to the SAEC in advance of any new employee orientation(s) and provide the SAEC access to the orientation(s). Orientation refers to any onboarding process, whether in person, online or through other means. Access shall be determined by the SAEC, which could mean representational attendance or correspondence.

The Authority agrees, pursuant to ~~A-B- 119~~, to provide the SAEC with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses (on file with the Authority), and home address of any newly hired bargaining unit employee within thirty (30) days of the date of hire. The Authority also agrees to provide the SAEC with a list of the foregoing information for all bargaining unit employees at least once every 120 days at the SAEC's written request.

The SAEC shall indemnify, defend, and hold the Authority harmless from and against all claims and liabilities as a result of collecting any dues deductions or transmittal of such funds to SAEC, including claims for deductions made in reliance on the SAEC's representations and certifications regarding valid written employee dues deduction authorizations.

5.16B - Peaceful Performance

It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the Authority by the SAEC or by its officers, agents, or members during the term of this MOU, including the recognition of picket lines or additional compliance with the request of other labor organizations to engage in such activity.

The SAEC acknowledges the duty and obligations of its representatives to comply with the provisions of this MOU and to make every effort toward inducing all its members to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the Authority by employees who are represented by the SAEC, the SAEC agrees in good faith to take all necessary steps to cause those employees to cease such action, before any disciplinary action is taken by the Authority.

It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the Authority.

SECTION 5.17 - AUTHORIZED AGENTS

For the express purpose of administering the terms and provisions of this MOU:

Authority's principal authorized agent shall be the GM or his/her duly authorized designee (Address: 505 Garrett Avenue, Chula Vista, CA 91910; Phone: (619) 420-1413) except where a particular Management Representative is specifically designated in the MOU.

The SAEC principal authorized representative shall be the President of the SAEC. The work phone and work address of the President shall constitute the official phone number and address for notification purposes.

This MOU constitutes a mutual recommendation to be jointly submitted to the Board of Directors of the Authority by the parties to these negotiations. This MOU shall not be binding upon the parties unless and until the Board of Directors formally approves said MOU and takes all necessary action to implement its terms and provisions.

SECTION 5.18 - JOINT LABOR/MANAGEMENT COMMITTEE

There shall be established a Joint Labor/Management Committee (JLMC) for the term of this MOU. The JLMC shall consist of the President, Vice President and Representatives of the SAEC, and representatives of the Authority Management to be appointed by the GM.

The JLMC shall meet every two months at a time and place mutually agreed upon. The parties may mutually agree to schedule additional meetings. No less than three days prior to each meeting, the Authority will send a proposed agenda to SAEC of the items to be discussed at the meeting. SAEC may request changes or additions to the agenda prior to the meeting. This will allow the parties to be prepared in advance of the meeting. Last minute items can be added to the agenda if necessary. The purpose of the JLMC shall be to attempt to resolve actual or potential problems and generally to promote harmony and cooperation between Management and labor. JLMC members must obtain approval of their supervisor prior to leaving work to

attend a JLMC meeting. Employees shall be paid for time spent at JLMC meetings which occur during the employee's regular work hours.

It is understood and agreed that the creation of the JLMC shall not be interpreted in any way to supersede, limit, restrict, or interfere with either party's rights to pursue lawful actions deemed appropriate to resolve any grievance, meet and confer issue, or other issue normally covered by the meet and confer process.

It is also understood and agreed that the creation of the JLMC shall not be interpreted to mean that either party has waived any of its rights under law or this MOU, including, but not limited to, the right to refuse to meet and confer as provided in Section 4, paragraph 2, Full Understanding, Modification, Waiver.

EXHIBIT A: Sweetwater Authority Classifications Represented by SAEC

SWEETWATER AUTHORITY
202~~14~~-202~~25~~ PERSONNEL CLASSIFICATION SCHEDULE

CLASSIFICATIONS REPRESENTED BY
SWEETWATER AUTHORITY EMPLOYEES' COMMITTEE
07/01/202~~14~~

ADMINISTRATIVE SERVICES

<u>Classification</u>	<u>Range Number</u>	<u>Monthly Salary Range</u>
<u>Cross-Connection Control Supervisor</u>	<u>19.5</u>	<u>\$8,027-\$9,754</u>
<u>Cross-Connection Control Specialist II</u>	<u>18.0</u>	<u>\$7,455-\$9,059</u>
<u>Cross-Connection Control Specialist I</u>	<u>16.0</u>	<u>\$6,756-\$8,208</u>
<u>Customer Service Lead Worker (Office)</u>	<u>15.0</u>	<u>\$6,430-\$7,814</u>
<u>Customer Service Lead Worker (Field)</u>	<u>15.0</u>	<u>\$6,430-\$7,814</u>
<u>Customer Service Representative II (Office)</u>	<u>12.5</u>	<u>\$5,688-\$6,910</u>
<u>Customer Service Representative II (Field)</u>	<u>12.5</u>	<u>\$5,688-\$9,910</u>
<u>Customer Service Representative I (Office)</u>	<u>10.5</u>	<u>\$5,153-\$6,262</u>
<u>Customer Service Representative I (Field)</u>	<u>10.5</u>	<u>\$5,153-\$6,262</u>
<u>Telephone Receptionist II</u>	<u>10.5</u>	<u>\$5,153-\$6,262</u>
<u>Telephone Receptionist I</u>	<u>6.5</u>	<u>\$4,235-\$5,144</u>
<u>Customer Service Technician Lead Worker</u>	<u>16.5</u>	<u>\$6,924-\$8,413</u>
<u>Customer Service Technician II</u>	<u>14.5</u>	<u>\$6,275-\$7,624</u>
<u>Customer Service Technician I</u>	<u>12.5</u>	<u>\$5,688-\$6,910</u>
<u>Records Management Specialist</u>	<u>14.0</u>	<u>\$6,122-\$7,439</u>
<u>Security and Facilities Maintenance Specialist</u>	<u>18.5</u>	<u>\$7,642-\$9,285</u>
<u>Training Clerk II</u>	<u>11.5</u>	<u>\$5,413-\$6,578</u>
<u>Training Clerk I</u>	<u>10.0</u>	<u>\$5,029-\$6,110</u>

FINANCE AND INFORMATION SYSTEMS

<u>Classification</u>	<u>Range Number</u>	<u>Monthly Salary Range</u>
<u>Junior Accountant</u>	<u>16.0</u>	<u>\$6,756-\$8,208</u>
<u>Account Clerk III</u>	<u>15.0</u>	<u>\$6,430-\$7,814</u>
<u>Account Clerk II</u>	<u>12.0</u>	<u>\$5,549-\$6,742</u>
<u>Account Clerk I</u>	<u>10.5</u>	<u>\$5,153-\$6,262</u>
<u>Information System Support Specialist III</u>	<u>21.0</u>	<u>\$8,642-10,502</u>
<u>Information System Support Specialist II</u>	<u>19.0</u>	<u>\$7,832-\$9,517</u>
<u>Information System Support Specialist I</u>	<u>15.5</u>	<u>\$6,590-\$8,009</u>
<u>GIS Specialist</u>	<u>17.0</u>	<u>\$7,096-\$8,623</u>
<u>Procurement Specialist</u>	<u>16.0</u>	<u>\$6,756-\$8,208</u>
<u>Buyer I</u>	<u>13.0</u>	<u>\$5,829-\$7,082</u>
<u>Warehouse Worker II</u>	<u>13.5</u>	<u>\$5,975-\$7,258</u>
<u>Warehouse Worker I</u>	<u>11.5</u>	<u>\$5,413-\$6,578</u>

ENGINEERING AND OPERATIONS

<u>Classification</u>	<u>Range Number</u>	<u>Monthly Salary Range</u>
<u>Field Crew Supervisor</u>	<u>20.5</u>	<u>\$8,430-\$10,246</u>
<u>Utility Lead Worker</u>	<u>16.0</u>	<u>\$6,756-\$8,208</u>
<u>Equipment Operator</u>	<u>15.0</u>	<u>\$6,430-\$7,814</u>
<u>Utility Worker II/ Locator</u>	<u>15.0</u>	<u>\$6,430-\$7,814</u>
<u>Welder II/ Utility Worker II</u>	<u>15.0</u>	<u>\$6,430-\$7,814</u>
<u>Welder I/ Utility Worker II</u>	<u>14.0</u>	<u>\$6,122-\$7,439</u>
<u>Utility Worker II</u>	<u>13.0</u>	<u>\$5,829-\$7,082</u>
<u>Utility Worker I</u>	<u>11.0</u>	<u>\$5,282-\$6,418</u>
<u>Equipment Mechanic Supervisor</u>	<u>21.5</u>	<u>\$8,857-\$10,764</u>
<u>Senior Equipment Mechanic</u>	<u>16.0</u>	<u>\$6,756-\$8,208</u>
<u>Equipment Mechanic</u>	<u>14.5</u>	<u>\$6,275-\$7,624</u>
<u>Equipment Service Worker</u>	<u>10.5</u>	<u>\$5,153-\$6,262</u>
<u>Facilities Maintenance Specialist</u>	<u>15.0</u>	<u>\$6,430-\$7,814</u>

<u>Engineering Technician Supervisor</u>	<u>24.5</u>	<u>\$10,267-\$12,478</u>
<u>Principal Engineering Technician/ Design Technician</u>	<u>24.0</u>	<u>\$10,018-\$12,174</u>
<u>Principal Engineering Technician (Office)</u>	<u>22.0</u>	<u>\$9,079-\$11,032</u>
<u>Principal Engineering Technician (Inspection)</u>	<u>22.0</u>	<u>\$9,079-\$11,032</u>
<u>Senior Engineering Technician</u>	<u>19.0</u>	<u>\$7,832-\$9,517</u>
<u>Engineering Technician</u>	<u>15.5</u>	<u>\$6,590-\$8,009</u>
<u>Office Assistant Supervisor</u>	<u>16.0</u>	<u>\$6,756-\$8,208</u>
<u>Office Assistant III</u>	<u>14.0</u>	<u>\$6,122-\$7,439</u>
<u>Office Assistant II</u>	<u>12.0</u>	<u>\$5,549-\$6,742</u>
<u>Office Assistant I</u>	<u>8.5</u>	<u>\$4,671-\$5,675</u>
<u>Watershed Caretaker Crew Supervisor</u>	<u>20.5</u>	<u>\$8,430-\$10,246</u>
<u>Lead Watershed Caretaker</u>	<u>16.0</u>	<u>\$6,756-\$8,208</u>
<u>Watershed Caretaker II</u>	<u>13.0</u>	<u>\$5,829-\$7,082</u>
<u>Watershed Caretaker I</u>	<u>11.0</u>	<u>\$5,282-\$6,418</u>
<u>Habitat Maintenance Worker II</u>	<u>12.5</u>	<u>\$5,688-\$6,910</u>
<u>Habitat Maintenance Worker I</u>	<u>10.5</u>	<u>\$5,153-\$6,262</u>

WATER QUALITY

<u>Classification</u>	<u>Range Number</u>	<u>Monthly Salary Range</u>
<u>Water Treatment Plant Operator III</u>	<u>19.0</u>	<u>\$7,832-\$9,517</u>
<u>Water Treatment Plant Operator II</u>	<u>17.0</u>	<u>\$7,096-\$8,623</u>
<u>Water Treatment Plant Operator I</u>	<u>15.0</u>	<u>\$6,430-\$7,814</u>
<u>Water Treatment Plant Operator Trainee</u>	<u>12.5</u>	<u>\$5,688-\$6,910</u>
<u>Water Quality Clerk II</u>	<u>11.5</u>	<u>\$5,413-\$6,578</u>
<u>Water Quality Clerk I</u>	<u>10.0</u>	<u>\$5,029-\$6,110</u>
<u>Water Quality Services Technician II</u>	<u>15.5</u>	<u>\$6,590-\$8,009</u>
<u>Water Quality Services Technician I</u>	<u>14.0</u>	<u>\$6,122-\$7,439</u>
<u>Plant Maintenance Supervisor</u>	<u>25.0</u>	<u>\$10,523-\$12,789</u>
<u>Plant Maintenance Technician Lead Worker</u>	<u>21.5</u>	<u>\$8,857-\$10,764</u>
<u>Plant Maintenance Technician III</u>	<u>17.5</u>	<u>\$7,273-\$8,838</u>
<u>Plant Maintenance Technician II</u>	<u>16.0</u>	<u>\$6,756-\$8,208</u>
<u>Plant Maintenance Technician I</u>	<u>14.0</u>	<u>\$6,122-\$7,439</u>
<u>Instrument and Control Technician III</u>	<u>20.0</u>	<u>\$8,226-\$9,997</u>
<u>Instrument and Control Technician II</u>	<u>18.0</u>	<u>\$7,455-\$9,059</u>
<u>Instrument and Control Technician I</u>	<u>16.0</u>	<u>\$6,756-\$8,208</u>
<u>System Operator III</u>	<u>18.5</u>	<u>\$7,642-\$9,285</u>
<u>System Operator II</u>	<u>16.5</u>	<u>\$6,924-\$8,413</u>
<u>System Operator I</u>	<u>14.0</u>	<u>\$6,122-\$7,439</u>
<u>Laboratory Technician II</u>	<u>15.0</u>	<u>\$6,430-\$7,814</u>
<u>Laboratory Technician I</u>	<u>13.0</u>	<u>\$5,829-\$7,082</u>

EXHIBIT B: Notice of Disagreement

Date: _____

MOU Section No. or identification of Administrative Code and provision disputed:

Subject:

Statement of Circumstances:

Signature, SAEC Officer

Sweetwater Authority

EXHIBIT C: Holiday Schedule

2024	Holiday	Observed
New Year's Day	January 1	January 1, 2024
Martin Luther King Jr. Day	Third Monday in January	January 15, 2024
Cesar Chavez Day	March 31	April 1, 2024
Memorial Day	Last Monday in May	May 27, 2024
Independence Day	July 4	July 4, 2024
Labor Day	First Monday in September	September 2, 2024
Thanksgiving Day	Fourth Thursday of November	November 28, 2024
Day after Thanksgiving Day	Friday following Thanksgiving	November 29, 2024
Christmas Eve	December 24	December 24, 2024
Christmas Day	December 25	December 25, 2024

2025	Holiday	Observed
New Year's Day	January 1	January 1, 2025
Martin Luther King Jr. Day	Third Monday in January	January 20, 2025
Cesar Chavez Day	March 31	March 31, 2025
Memorial Day	Last Monday in May	May 26, 2025
Independence Day	July 4	July 4, 2025
Labor Day	First Monday in September	September 1, 2025
Thanksgiving Day	Fourth Thursday of November	November 27, 2025
Day after Thanksgiving Day	Friday following Thanksgiving	November 28, 2025
Christmas Eve	December 24	December 24, 2025
Christmas Day	December 25	December 25, 2025

2026	Holiday	Observed
New Year's Day	January 1	January 1, 2026
Martin Luther King Jr. Day	Third Monday in January	January 19, 2026
Cesar Chavez Day	March 31	March 31, 2026
Memorial Day	Last Monday in May	May 25, 2026
Independence Day	July 4	July 3, 2026
Labor Day	First Monday in September	September 7, 2026
Thanksgiving Day	Fourth Thursday of November	November 26, 2026
Day after Thanksgiving Day	Friday following Thanksgiving	November 27, 2026
Christmas Eve	December 24	December 24, 2026
Christmas Day	December 25	December 25, 2026

2027	Holiday	Observed
New Year's Day	January 1	January 1, 2027
Martin Luther King Jr. Day	Third Monday in January	January 18, 2027
Cesar Chavez Day	March 31	March 31, 2027
Memorial Day	Last Monday in May	May 31, 2027

RESOLUTION 24-22

**RESOLUTION OF THE GOVERNING BOARD OF SWEETWATER AUTHORITY
ADOPTING A REVISED SALARY SCHEDULE FOR ALL EMPLOYEES
EFFECTIVE JULY 1, 2024**

WHEREAS, the Governing Board of Sweetwater Authority ("Authority") has approved Memorandum of Understanding (MOUs) with the three labor organizations at the Authority, and the Authority also employs various unrepresented employees; and

WHEREAS, the Pay Schedule has been updated consistent with the terms of the most recently approved MOU (with the Sweetwater Authority Employee's Committee), which MOU retroactively approved salary adjustments effective July 1, 2024 for employees in that group; and

WHEREAS, CalPERS regulations require that employee salaries be included on the publicly approved Pay Schedule; and

WHEREAS, it is necessary for the Governing Board to adopt the Pay Schedule at a publicly noticed meeting.

NOW, THEREFORE, IT IS RESOLVED by the Governing Board of the Authority as follows:

1. The Revised Pay Schedule attached hereto as Attachment 1 and incorporated herein by this reference, is hereby adopted with an effective date of July 1, 2024.

PASSED AND ADOPTED by the Governing Board of the Authority at a Special meeting duly held on the 12th day of December, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Paulina Martinez-Perez, Chair

Attest:

Ligia Hoffman, Board Secretary

SWEETWATER AUTHORITY
MONTHLY PAY RANGE – ALL POSITIONS
Fiscal Year 2024-2025
Effective July 1, 2024

ADMINISTRATION

Assistant Board Secretary/Administrative Assistant	8,220-9,989
Assistant General Manager	18,167-22,079
Associate General Manager and Special Assistant to the Board (Unfunded)	18,167-22,079
Board Secretary/Administrative Assistant	9,405-11,430
General Manager	23,622
Office Assistant (Unfunded)	5,575-6,776
Public Affairs Manager	12,068-14,666
Public Affairs Manager Bilingual	12,617-15,333
Principal Public Affairs Representative	9,133-11,099
Principal Public Affairs Representative Bilingual (Unfunded)	9,548-11,603
Senior Public Affairs Representative	8,303-10,090
Senior Public Affairs Representative Bilingual (Unfunded)	8,718-10,594
Public Affairs Representative	7,549-9,174
Public Affairs Representative Bilingual	7,927-9,633

ADMINISTRATIVE SERVICES

Administrative Services Specialist	8,622-10,478
Cross-Connection Control Specialist I	6,756-8,208
Cross-Connection Control Specialist II	7,455-9,059
Cross-Connection Control Supervisor	8,027-9,754
Customer Service Technician Leadworker	6,924-8,413
Customer Service Leadworker (Field)	6,430-7,814
Customer Service Leadworker (Office)	6,430-7,814
Customer Service Manager	11,940-14,513
Customer Service Technician I	5,688-6,910
Customer Service Representative I (Field)	5,153-6,262
Customer Service Representative I (Office)	5,153-6,262
Customer Service Technician II	6,275-7,624
Customer Service Representative II (Field)	5,688-6,910
Customer Service Representative II (Office)	5,688-6,910
Field Services Supervisor	9,948-12,092
Customer Service Supervisor (Office)	8,297-10,082
Director of Administrative Services	15,598-18,957
Human Resources Analyst	7,933-9,640
Human Resources Manager	12,940-15,727
Human Resources Technician	6,611-8,034

SWEETWATER AUTHORITY
MONTHLY PAY RANGE – ALL POSITIONS
Fiscal Year 2024-2025
Effective July 1, 2024

Program Analyst (Unfunded)	7,195-8,742
Program Manager	12,584-15,293
Program Specialist	8,622-10,478
Records Management Specialist	6,122-7,439
Safety/Risk Officer	10,007-12,161
Security and Facilities Maintenance Specialist	7,642-9,285
Senior Human Resources Analyst	9,121-11,085
Training Clerk I (Unfunded)	5,029-6,110
Training Clerk II (Unfunded)	5,413-6,578

ENGINEERING & OPERATIONS

Director of Engineering and Operations	17,115-20,802
Engineer (Unfunded)	10,456-12,707
Engineering Manager- Infrastructure/Inspection	14,893-18,101
Engineering Manager- Water Resources/Environmental	14,984-18,211
Engineering Technician	6,590-8,009
Engineering Technician Supervisor	10,267-12,478
Land/Environmental Manager	12,492-15,184
Lead Watershed Caretaker	6,756-8,208
Office Assistant I	4,671-5,675
Office Assistant II	5,549-6,742
Office Assistant III	6,122-7,439
Office Assistant Supervisor	6,756-8,208
Principal Engineer	12,992-15,789
Principal Engineering Technician	9,079-11,032
Principal Engineering Technician/Design Tech.	10,018-12,174
Principal Environmental Specialist- Biology	11,197-13,609
Habitat Maintenance Worker I	5,153-6,262
Habitat Maintenance Worker II	5,688-6,910
Watershed Caretaker Manager	12,950-15,738
Senior Engineering Technician	7,832-9,517
Watershed Caretaker Crew Supervisor	8,430-10,246
Watershed Caretaker I	5,282-6,418
Watershed Caretaker II	5,829-7,082
Distribution Manager	12,950-15,738
Equipment Mechanic	6,275-7,624
Equipment Mechanic Supervisor	8,857-10,764
Equipment Operator	6,430-7,814
Equipment Service Worker (Unfunded)	5,153-6,262
Facilities Maintenance Specialist	6,430-7,814
Field Crew Supervisor	8,430-10,246
Senior Equipment Mechanic	6,756-8,208
Utility Leadworker	6,756-8,208
Utility Worker I	5,282-6,418

SWEETWATER AUTHORITY
MONTHLY PAY RANGE – ALL POSITIONS
Fiscal Year 2024-2025
Effective July 1, 2024

Utility Worker II	5,829-7,082
Utility Worker II/Locator	6,430-7,814
Welder I/Utility Worker II (Unfunded)	6,122-7,439
Welder II/Utility Worker II (Unfunded)	6,430-7,814

FINANCE AND INFORMATION SYSTEMS

Account Clerk I	5,153-6,262
Account Clerk II	5,549-6,742
Account Clerk III	6,430-7,814
Accountant	7,765-9,436
Accounting Manager	12,894-15,671
Assistant Accounting Manager	9,459-11,497
Business Systems Programmer	9,714-11,805
Buyer I (Unfunded)	5,829-7,082
Director of Finance	16,489-20,041
GIS Specialist	7,096-8,623
Information Systems Support Specialist I	6,590-8,009
Information Systems Support Specialist II	7,832-9,517
Information Systems Support Specialist III	8,642-10,502
Information Systems Manager	12,844-15,610
Information Systems Supervisor	11,170-13,574
Junior Accountant	6,756-8,208
Procurement Specialist	6,756-8,208
Senior Accountant	8,599-10,453
Senior GIS Specialist	7,670-9,320
Systems Analyst	8,960-10,891
Warehouse Worker I	5,413-6,578
Warehouse Worker II	5,975-7,258

SWEETWATER AUTHORITY
MONTHLY PAY RANGE – ALL POSITIONS
Fiscal Year 2024-2025
Effective July 1, 2024

WATER QUALITY

Chemist	7,494-9,107
Chief Water Supply Operator	10,138-12,321
Director of Water Quality	16,517-20,076
Instrument and Control Technician I	6,756-8,208
Instrument and Control Technician II	7,455-9,059
Instrument and Control Technician III	8,226-9,997
Laboratory Supervisor	10,327-12,551
Assistant Laboratory Supervisor	8,403-10,220
Laboratory Technician I	5,829-7,082
Laboratory Technician II	6,430-7,814
Plant Maintenance Supervisor	10,523-12,789
Plant Maintenance Technician I	6,122-7,439
Plant Maintenance Technician II	6,756-8,208
Plant Maintenance Technician III	7,273-8,838
Plant Maintenance Technician Leadworker	8,857-10,764
System Operator I	6,122-7,439
System Operator II	6,924-8,413
System Operator III	7,642-9,285
Water Quality Clerk I (Unfunded)	5,029-6,110
Water Quality Clerk II (Unfunded)	5,413-6,578
Water Treatment Superintendent	12,950-15,741
Water Quality Services Technician I	6,122-7,439
Water Quality Services Technician II	6,590-8,009
Water Treatment Plant Operator I	6,430-7,814
Water Treatment Plant Operator II	7,096-8,623
Water Treatment Plant Operator III	7,832-9,517
Water Treatment Plant Operator Supervisor	9,389-11,411
Water Treatment Plant Operator Trainee	5,688-6,910

In addition to the above salary ranges, Senior Management employees are eligible to receive 40 hours of Management leave per fiscal year. Management leave must be used in the fiscal year in which it is awarded, does not carryover from year to year, has no cash value and will not be cashed out at the time of separation from employment.

Effective October 1, 2024

SWEETWATER AUTHORITY
MONTHLY PAY RANGE – ALL POSITIONS
Fiscal Year 2024-2025
Effective ~~October~~ July 1, 2024

ADMINISTRATION

Assistant Board Secretary/Administrative Assistant	8,220-9,989
Assistant General Manager	18,167-22,079
Associate General Manager and Special Assistant to the Board (Unfunded)	18,167-22,079
Board Secretary/Administrative Assistant	9,405-11,430
General Manager	23,622
Office Assistant (Unfunded)	5,575-6,776
Public Affairs Manager	12,068-14,666
Public Affairs Manager Bilingual	12,617-15,333
Principal Public Affairs Representative	9,133-11,099
Principal Public Affairs Representative Bilingual (Unfunded)	9,548-11,603
Senior Public Affairs Representative	8,303-10,090
Senior Public Affairs Representative Bilingual (Unfunded)	8,718-10,594
Public Affairs Representative (Unfunded)	7,549-9,174
Public Affairs Representative Bilingual	7,927-9,633

ADMINISTRATIVE SERVICES

Administrative Services Specialist	8,622-10,478
Cross-Connection Control Specialist I	6,756-8,208 6,465-7,855
Cross-Connection Control Specialist II	7,455-9,059 7,134-8,669
Cross-Connection Control Supervisor	8,027-9,754 7,681-9,334
Customer Service Technician Leadworker	6,924-8,413 6,625-8,051
Customer Service Leadworker (Field)	6,430-7,814 6,153-7,477
Customer Service Leadworker (Office)	6,430-7,814 6,153-7,477
Customer Service Manager	11,940-14,513
Customer Service Technician I	5,688-6,910 5,443-6,613
Customer Service Representative I (Field)	5,153-6,262 4,931-5,992
Customer Service Representative I (Office)	5,153-6,262 4,931-5,992
Customer Service Technician II	6,275-7,624 6,005-7,296
Customer Service Representative II (Field)	5,688-6,910 5,443-6,613
Customer Service Representative II (Office)	5,688-6,910 5,443-6,613
Field Services Supervisor	9,948-12,092
Customer Service Supervisor (Office)	8,297-10,082
Director of Administrative Services	15,598-18,957
Human Resources Analyst	7,933-9,640
Human Resources Manager	12,940-15,727
Human Resources Technician	6,611-8,034

**SWEETWATER AUTHORITY
MONTHLY PAY RANGE – ALL POSITIONS**

Fiscal Year 2024-2025

Effective ~~October~~ July 1, 2024

Program Analyst (Unfunded)	7,195-8,742
Program Manager	12,584-15,293
Program Specialist	8,622-10,478
Records Management Specialist	<u>6,122-7,439</u> 5,858-7,119
Safety/Risk Officer	10,007-12,161
Security and Facilities Maintenance Specialist	<u>7,642-9,285</u> 7,313-8,885
Senior Human Resources Analyst	9,121-11,085
Training Clerk I (Unfunded)	<u>5,029-6,110</u> 4,812-5,847
Training Clerk II (Unfunded)	<u>5,413-6,578</u> 5,179-6,294

ENGINEERING & OPERATIONS

Director of Engineering and Operations	17,115-20,802
Engineer (Unfunded)	10,456-12,707
Engineering Manager- Infrastructure/Inspection	14,893-18,101
Engineering Manager- Water Resources/Environmental	14,984-18,211
Engineering Technician	<u>6,590-8,009</u> 6,306-7,664
Engineering Technician Supervisor	<u>10,267-12,478</u> 9,825-11,941
Land/Environmental Manager	12,492-15,184
Lead Watershed Caretaker	<u>6,756-8,208</u> 6,465-7,855
Office Assistant I	<u>4,671-5,675</u> 4,470-5,431
Office Assistant II	<u>5,549-6,742</u> 5,310-6,451
Office Assistant III	<u>6,122-7,439</u> 5,858-7,119
Office Assistant Supervisor	<u>6,756-8,208</u> 6,465-7,855
Principal Engineer	12,992-15,789
Principal Engineering Technician	<u>9,079-11,032</u> 8,688-10,557
Principal Engineering Technician/Design Tech.	<u>10,018-12,174</u> 9,586-11,650
Principal Environmental Specialist- Biology	11,197-13,609
Habitat Maintenance Worker I	<u>5,153-6,262</u> 4,931-5,992
Habitat Maintenance Worker II	<u>5,688-6,910</u> 5,443-6,613
Watershed Caretaker Manager	12,950-15,738
Senior Engineering Technician	<u>7,832-9,517</u> 7,494-9,107
Watershed Caretaker Crew Supervisor	<u>8,430-10,246</u> 8,067-9,805
Watershed Caretaker I	<u>5,282-6,418</u> 5,054-6,142
Watershed Caretaker II	<u>5,829-7,082</u> 5,578-6,777
Distribution Manager	12,950-15,738
Equipment Mechanic	<u>6,275-7,624</u> 6,005-7,296
Equipment Mechanic Supervisor	<u>8,857-10,764</u> 8,476-10,300
Equipment Operator	<u>6,430-7,814</u> 6,153-7,477
Equipment Service Worker (Unfunded)	<u>5,153-6,262</u> 4,931-5,992
Facilities Maintenance Specialist	<u>6,430-7,814</u> 6,153-7,477
Field Crew Supervisor	<u>8,430-10,246</u> 8,067-9,805
Senior Equipment Mechanic	<u>6,756-8,208</u> 6,465-7,855
Utility Leadworker	<u>6,756-8,208</u> 6,465-7,855
Utility Worker I	<u>5,282-6,418</u> 5,054-6,142

SWEETWATER AUTHORITY
MONTHLY PAY RANGE – ALL POSITIONS
Fiscal Year 2024-2025
Effective ~~October~~ July 1, 2024

Utility Worker II	<u>5,829-7,082</u> 5,578-6,777
Utility Worker II/Locator	<u>6,430-7,814</u> 6,153-7,477
Welder I/Utility Worker II (Unfunded)	<u>6,122-7,439</u> 5,858-7,119
Welder II/Utility Worker II (Unfunded)	<u>6,430-7,814</u> 6,153-7,477

FINANCE AND INFORMATION SYSTEMS

Account Clerk I	<u>5,153-6,262</u> 4,931-5,992
Account Clerk II	<u>5,549-6,742</u> 5,310-6,451
Account Clerk III	<u>6,430-7,814</u> 6,153-7,477
Accountant	7,765-9,436
Accounting Manager	12,894-15,671
Assistant Accounting Manager	9,459-11,497
Business Systems Programmer	9,714-11,805
Buyer I (Unfunded)	<u>5,829-7,082</u> 5,578-6,777
Director of Finance	16,489-20,041
GIS Specialist	<u>7,096-8,623</u> 6,790-8,252
Information Systems Support Specialist I	<u>6,590-8,009</u> 6,306-7,664
Information Systems Support Specialist II	<u>7,832-9,517</u> 7,494-9,107
Information Systems Support Specialist III	<u>8,642-10,502</u> 8,270-10,050
Information Systems Manager	12,844-15,610
Information Systems Supervisor	11,170-13,574
Junior Accountant	<u>6,756-8,208</u> 6,465-7,855
Procurement Specialist	<u>6,756-8,208</u> 6,465-7,855
Senior Accountant	8,599-10,453
Senior GIS Specialist	7,670-9,320
Systems Analyst	8,960-10,891
Warehouse Worker I	<u>5,413-6,578</u> 5,179-6,294
Warehouse Worker II	<u>5,975-7,258</u> 5,717-6,946

SWEETWATER AUTHORITY
MONTHLY PAY RANGE – ALL POSITIONS
Fiscal Year 2024-2025
Effective ~~October~~ July 1, 2024

WATER QUALITY

Chemist	7,494-9,107
Chief Water Supply Operator	10,138-12,321
Director of Water Quality	16,517-20,076
Instrument and Control Technician I	<u>6,756-8,208</u> 6,465-7,855
Instrument and Control Technician II	<u>7,455-9,059</u> 7,134-8,669
Instrument and Control Technician III	<u>8,226-9,997</u> 7,872-9,566
Laboratory Supervisor	10,327-12,551
Assistant Laboratory Supervisor	8,403-10,220
Laboratory Technician I	<u>5,829-7,082</u> 5,578-6,777
Laboratory Technician II	<u>6,430-7,814</u> 6,153-7,477
Plant Maintenance Supervisor	<u>10,523-12,789</u> 10,070-12,239
Plant Maintenance Technician I	<u>6,122-7,439</u> 5,858-7,119
Plant Maintenance Technician II	<u>6,756-8,208</u> 6,465-7,855
Plant Maintenance Technician III	<u>7,273-8,838</u> 6,960-8,458
Plant Maintenance Technician Leadworker	<u>8,857-10,764</u> 8,476-10,300
System Operator I	<u>6,122-7,439</u> 5,858-7,119
System Operator II	<u>6,924-8,413</u> 6,625-8,051
System Operator III	<u>7,642-9,285</u> 7,313-8,885
Water Quality Clerk I (Unfunded)	<u>5,029-6,110</u> 4,812-5,847
Water Quality Clerk II (Unfunded)	<u>5,413-6,578</u> 5,179-6,294
Water Treatment Superintendent	12,950-15,741
Water Quality Services Technician I	<u>6,122-7,439</u> 5,858-7,119
Water Quality Services Technician II	<u>6,590-8,009</u> 6,306-7,664
Water Treatment Plant Operator I	<u>6,430-7,814</u> 6,153-7,477
Water Treatment Plant Operator II	<u>7,096-8,623</u> 6,790-8,252
Water Treatment Plant Operator III	<u>7,832-9,517</u> 7,494-9,107
Water Treatment Plant Operator Supervisor	9,389-11,411
Water Treatment Plant Operator Trainee	<u>5,688-6,910</u> 5,443-6,613

In addition to the above salary ranges, Senior Management employees are eligible to receive 40 hours of Management leave per fiscal year. Management leave must be used in the fiscal year in which it is awarded, does not carryover from year to year, has no cash value and will not be cashed out at the time of separation from employment.

Effective October 1, 2024