



CONFIDENTIAL GROUP

MEMORANDUM OF UNDERSTANDING

**between
Sweetwater Authority
and the
Sweetwater Authority Confidential Group**

January 1, 2024 – June 30, 2027

**Adopted by
The Governing Board**

January 10, 2024

**Carlos Quintero
General Manager**

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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 (AGM)

Assistant General Manager.

Authority

The Sweetwater Authority.

Board of Directors

The Governing Board of Sweetwater 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 and 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 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 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 (DH)

The individual who is designated the administrative head of a Department.

Dismissal

The termination of employment for cause by the Appointing Authority.

Employee

A person holding a position in Authority service and within the bargaining unit represented by the Sweetwater Authority Confidential Group.

Employee Relations Officer

General Manager of Sweetwater Authority.

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 (GM)

The General Manager of Sweetwater Authority or, in their absence, the Assistant General Manager.

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 of Sweetwater Authority and the Assistant General Manager.

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 by as defined by applicable law, new members are employees first employed by Sweetwater Authority after January 1, 2013 who were not previously members of CalPERS or another reciprocal retirement system and are subject to new retirement benefits under the California Public Employees' Pension Reform Act (PEPRA). The benefit formula for "New Members" is two percent at age 62.

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.

Performance Probation

When a regular (non-probationary) employee's performance is evaluated as overall "needs improvement" on two (2) successive dates, 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 needs improvement 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.

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 thirty (30) 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 with duties that do not terminate at any stated time.

Resignation

The voluntary termination of employment of any employee.

SB

California Senate Bill

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 and 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, 10th day of January, 2024 by and between Sweetwater Authority (hereinafter "Authority") and the Sweetwater Authority Confidential Employees Group (hereinafter "CG").

Recitals

Whereas, the representatives of the Authority and the CG 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 CG 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 CG as the exclusive representative and bargaining agent for the Confidential employees.

The term "employee" or "employees" as used herein shall refer to a person holding a position in Authority service in a classification within the bargaining unit represented by the Confidential Group, 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 CG.

SECTION 2 - TERM OF AGREEMENT

This MOU shall begin on, January 1, 2024 unless otherwise specifically stated 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 31 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 5.14, Authority Rights. The Joint Labor/Management Committee (JLMC), Section 5.17, 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 CG.

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 Confidential bargaining unit.

The policies and procedures contained in this MOU supersede 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, Employee Conduct and Discipline, the CG 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, the policies and procedures contained in this MOU take precedence.

5.1C - Distribution of MOU

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. In addition, this document will be maintained on the Authority Intranet. All changes, agreed to by both parties, will be made on the Intranet document and all Authority employees will be notified of such changes by electronic mail. Employees can find the latest version of the MOU at the HR web page.

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, gender expression, religion, (including religious dress and grooming), 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 detailed 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 Employees' 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. For further details, refer to the Drug and Alcohol Testing Policy.

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, 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 person holding a position in Authority service and within the bargaining unit represented by the Confidential Group.

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 action 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 they have 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 as 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.
- H. Employees administering this policy who knowingly disregard the requirements of this policy shall be subject to disciplinary action up to and including termination.

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 needs improvement 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 for treatment or, if the circumstances warrant, dismissal.
- 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 5.13, 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 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 their Supervisor, Department Head (DH), HR, or Management.

SECTION 5.3 - RECRUITMENT AND SELECTION

5.3A - Examinations

When, in the opinion of Management, suitable candidates are available, the Authority may decide to first attempt to fill vacant employment positions from among the Authority's existing employees. In these circumstances where Management decides 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 minimum qualifications of the classification. In all instances, the Authority may elect to solicit applicants from outside of the Authority's staff during any stage of its recruitment process.

5.3B - Nature of Examinations

All applicants for employment shall submit a complete Authority application for employment. Management shall review the application and determine the acceptability of qualifications of the applicant for the position filed. Management may require competitive written, oral, and/or physical tests 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 upon written request to HR, which may take up to one (1) week to provide. Examinations will be available for two (2)

years. 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.

5.3C - 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 in their last performance evaluation.
6. The applicant does not meet the minimum required score on the examination.

In all circumstances, the Authority may in its discretion offer a vacant position to any qualified candidate, consistent with all applicable laws and Authority policies and regulations.

SECTION 5.4 - PROBATIONARY PERIOD

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 at approximately two hundred-forty (240) days, and the final review will be no later than three hundred and sixty-five (365) days after initial employment. Employees on probation may be eligible for a merit increase after six (6) months of employment provided they started at the “A” step and are recommended for a merit increase by their Supervisor and DH and the recommendation is approved by Management. 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 that a probationary employee terminates employment prior to achieving regular employment status, the Authority will pay any accrued Paid Time Off (PTO) and accrued Floating Holidays in the final paycheck.

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 by HR 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 that a probationary employee takes an approved leave of absence of thirty (30) or more calendar days during their 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

Performance Reviews will be prepared and submitted in accordance with the Performance Review Policy.

5.5A - 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 payment in December of each year, provided that their last performance evaluation documents an overall Exceeds Expectations performance or better. If the performance review is not conducted in a timely manner (i.e. longer than 12 months between review periods), the qualifying employee shall receive their performance pay retroactively for the qualifying periods.

SECTION 5.6 - CLASSIFICATION PLAN

5.6A - Listing of Classes

Exhibit "A" lists all classes within the CG's 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. Any modifications to the classification plan impacting matters within the scope of representation shall be subject to the meet and confer process, which the JLMC Meetings 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 vacations, holidays, or workers compensation injuries will not be subject to this rule.

If an employee is started at the "A" salary step and performs satisfactorily for the first six (6) months, the employee may 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 it is approved by Management.

An employee who is started above the "A" salary step will not normally 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 of 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. A performance review or written summary with the justification for the recommendation shall be presented to management for approval of the advancement to the next step in the salary range.

5.7D - Salary Placement Upon Reclassification

Any employee in a job that 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 that 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 that 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 - Me Too Clause

Should Sweetwater Authority Employees' Committee (SAEC) bargaining unit achieve an overall net financial gain greater than CG, the Authority shall extend meet and confer within 30 calendar days.

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 CG. Such resolution or motion shall provide for an increase to employee salaries of 6%, 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 CG. Such resolution or motion shall provide for an increase to employee salaries of 3%, 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 CG. Such resolution or motion shall provide for an increase to employee salaries of 3%, 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.

5.7L - Working Out of Class

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.

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. The employee shall receive working-out-of class compensation starting on the first day of the out of class assignment when either the assignment is either scheduled or ends up lasting longer than 14 consecutive days/two work weeks.

5.7M - 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 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 receive acting appointment compensation starting on the first day of the acting assignment when either the assignment is either scheduled or ends up lasting longer than 14 consecutive days/two work weeks.

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 work 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.

5.7N - Bilingual Pay

In order to qualify for the Bilingual Pay stipend, employees must submit a request in writing to HR. 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.

5.7O - 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.

5.7P - Division of Drinking Water Certification Pay

The Authority will pay a stipend of thirty dollars (\$30) per pay period to any employee that possesses one or more State of California Division of Drinking Water Distribution or Treatment certificates above the job description requirement.

If the job classification does not require a Water Distribution or Water 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.

SECTION 5.8 - LEAVES OF ABSENCE – PAID AND UNPAID

5.8A - 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 sixteen (16) through twenty (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 working days each year of their employment. 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. Upon separation or retirement, the employee's PTO accrual balance shall be converted to a cash equivalent based on the employee's base rate of pay and will be paid directly to the employee if the balance is under five-thousand dollars (\$5,000). Otherwise, the balance of five-thousand dollars (\$5,000) or more will be paid into the employee's IRC Section 401(a) Plan account.

Employees will request PTO used for vacation time throughout the year by submitting a written request to the DH or their designee at least five (5) calendar days prior to the first day of the requested PTO. The DH or, in their absence, their designee, will approve or deny the PTO request in writing within forty-eight (48) hours. PTO requests will be evaluated based upon the need for maintaining adequate staff. PTO requests will be granted on a first come first served basis no more than one (1) year in advance. However, when more than one (1) employee in the same classification submits a written request on the same calendar day for the same period of PTO 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 PTO, 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 PTO canceled by the Authority, provided that, prior to the cancellation of reservations or non-refundable costs, 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 the employee has accumulated over one hundred and twenty (120) hours of combined leave and has used (not donated) eighty (80) 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.

5.8B - Holidays

Official Authority holidays are:

New Year's Day	January 1
Martin Luther King Jr. Day	January 15
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	Forty-eight (48) hours to be selected by employee

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 workday before the holiday. See Exhibit "C" for observed holidays.

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.

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.

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: $48 \text{ hours} \div 26 \text{ pay periods} = 1.84615 \text{ hours earned per pay period.}$) 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.

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

5.8C - Frozen Sick Leave (FSL)

Prior to January 1, 2001, employees accrued vacation time and sick leave. After that time, all leave was accrued as PTO and any accrued sick leave at that time was frozen and is referred to as 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 provision of Section 5.8A, 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 regulation. Alternatively, at the employee's election, upon separation or retirement, the employee's FSL accrual balance shall be converted to a cash equivalent based on the employee's base rate of pay and paid into the employee's IRC Section 401(a) account if the balance is five thousand dollars (\$5,000) or more. Otherwise, any amount under five thousand dollars (\$5,000) will be paid to the employee.

5.8D - Pregnancy Disability Leave

If an employee is disabled by pregnancy, childbirth, or related medical conditions, the employee is eligible to take a pregnancy disability leave (PDL). PDL is for any period of actual disability caused by 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 will run concurrently with FML.

5.8E - 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.

5.8F - Workers' Compensation Disability Leave

Any employee injured on the job will be entitled to a leave of absence and benefits required by state law under the Authority's Workers' Compensation Insurance coverage beginning with the fourth calendar day after the injury 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 that 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 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, as required by state law, may use accrued leave balances to the extent such benefits have been accumulated, as 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.

All work-related injuries requiring medical attention will require a doctor's work status note prior to returning to work. Employees must immediately report to HR following every doctor visit for all work-related injuries. During a Workers' Compensation Disability Leave (WC DL), an employee shall be eligible for continuation of employee and dependent health care insurance premium payment as if actually working. The employee's share of the dependent's cost of health care insurance premium will be deducted from the employee's accrued leave balances. If the employee has exhausted their accrued leave balances, 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's dependent coverage will cease and COBRA notification will be given. While on leave, employees will continue to be financially responsible for all payroll deductions 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 from the employee's accumulated leave balances. Otherwise, the 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.

Benefits paid during a leave of absence for a work-related disability will be coordinated with Workers' Compensation benefits.

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 Authority receives medical evidence from a physician that the employee will be permanently unable to return to work.
3. The employee is released by a physician for temporary limited duty, in which case the Authority may 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.
4. 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 accommodated on a permanent basis. If they cannot be accommodated, the employee will be released.
5. The employee directly or indirectly informs the Authority (i.e., by accepting other employment, moving out of the state, etc.) that they do not intend to return to the Authority's employment. The employee has the right to overcome the presumption that they do not intend to return to the Authority's employment by evidence, for example, that they were convalescing from an injury out of state.

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

5.8G - 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 are furnished for all employees under a group self-insured program.

Employees are eligible for weekly income benefits following the third consecutive day of absence including weekends 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 third day of absence. Benefits continue for a maximum of thirteen (13) weeks during any one (1) 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. Benefits are paid at sixty-six and two-thirds (66-2/3) percent of salary to a maximum of ten-thousand dollars (\$10,000) per month. 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 STD benefits 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 5.10B, Paydays. 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 STD, employees will continue to be financially responsible for all payroll deductions which may include computer loans, dependent insurance premiums, Colonial/AFLAC 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 disability leave will be given credit for any portion of their probationary period completed prior to the commencement of STD.

5.8H - Long Term Disability Leave (LTDL)

Long-term disability insurance provides benefits against loss of income due to off-the-job accident or sickness on a long-term basis [three (3) months or more]. Benefits are available for all qualified injuries and illnesses for all employees. LTDL provides eligible employees with sixty-six and two-thirds (66-2/3) percent of salary to a maximum of ten thousand dollars (\$10,000) per month beginning the fourteenth week of continuous disability. An employee who is entitled to LTDL may use PTO and/or FSL, if any as when added to the disability payment, will result in 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. An Employee's insurance benefit will continue for a period of six (6) months as if the employee were working. While on LTDL, employees will continue to be financially responsible for all payroll deductions which may include computer loans, dependent insurance premiums, 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.

5.8I - 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. If the leave is foreseeable, the employee must provide the HR Manager or Director of Administrative Services with reasonable advance notice of the leave. Leave without authorization may be considered grounds for disciplinary action.

All leave must first be charged to PTO, Floating Holidays or FSL. However, if there are extenuating circumstances, Management may approve LWP without first exhausting all leave.

All accruals for PTO cease when an employee has been on LWP status. PTO accruals will resume upon the employee's return to work on a paid basis.

5.8J - 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 (FMLA) of 1993. Where there are differences between the State and Federal acts, the more generous requirements of the two 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 and fifty (1,250) hours during the previous year, may take up to twelve (12) work weeks of leave in a twelve (12) month backward rolling year due to:

1. The birth of a child or the placement of a child for adoption or foster care.
2. A need for the employee to care for a family member (child, spouse, or parent) with a serious health condition.

3. The employee's own serious health condition making the employee unable to do their 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 5.8H, Leave Without Pay, an employee may retain and not use accrued 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 their date to return to work, and, whenever possible, shall give the Authority at least thirty (30) days of advance notice of availability. An employee who returns to work at the end of FML of twelve (12) weeks or less or a PDL of absence of four (4) months or less will be returned to their former 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 PDL of four (4) months or less will be returned to their former position. Otherwise, an employee who returns to work at the end of FML will be returned to their former position, if available, or will be offered the first available opening in a comparable position for which they are qualified. The employee must provide a physician's statement that indicates that they are fit to return to the position designated for the employee.

5.8K - 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, great-grandparent or grandchildren); in-laws: (son, daughter, father, mother, grandparent, great-grandparent, brother, or sister); and step relatives: (son, daughter, father, mother, grandparent, great-grandparent, 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 PTO, Floating Holidays, FSL or, in the absence of available PTO, Floating Holidays, FSL 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 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 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 6 months) to attend services.

5.8K - 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 due to 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 from 5:00 A.M. to 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 (2) 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.

5.8L - 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 their Supervisor or DH at least thirty (30) minutes prior to the start of the employee's work shift.

Employees shall keep HR informed and, when an absence continues, employees should contact HR to inform them of their recovery progress. HR may contact employees as required and employees will provide HR with updated medical information whenever their status changes. After the employee has informed HR of their status, the Authority shall not contact the employee without good cause.

A Doctor's Certificate shall be furnished to HR for any absence of three (3) consecutive days or more. No employee will be allowed to return to work without having provided the release first. When, in the judgment of the DH or HR, the conditions of an absence warrant verification, a Doctor's Certificate may be requested by HR for absences of less than three (3) days. Such request

will be made prior to the employee's return to work. In addition, an employee should present a doctor's note to HR returning them to either full duty or prescribing limitations if they have been hospitalized, or treated in an Emergency Room/Urgent Care.

If an employee fails to notify the Authority of an absence for three (3) or more consecutive workdays, 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 their 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 5.9 – ADMINISTRATIVE TRANSFERS AND LAYOFFS

5.9A - Layoff Procedure

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

Layoffs shall be 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 lay off employees in the following order:

1. Temporary employees.
2. Probationary employees.
3. Regular part-time employees.
4. In the layoff of regular full-time employees, first consideration shall be given to seniority, subject to the employee's past performance and the employee's qualifications to satisfactorily perform the job.

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 they are recalled, employees must pass a physical, drug screen, and background check, all of which will be at the Authority's expense.

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 their request showing a justifiable reason why they will be 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 by them 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.

The probationary period for regular employees who are rehired following layoff from Authority service will be waived.

SECTION 5.10 – GENERAL WORKING CONDITIONS

5.10A - 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, depending on 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, depending on 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.

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 DHs 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.
- 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 employees' supervisor and Department Head. Employees may request that they begin work an hour earlier than their current schedule or work an hour later to allow for a nine (9) hour day. The work hours must be acceptable for their job duties and employees will not be allowed to change the hours once established unless employees formally request a change in schedule. For this to work, the individuals' 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 the scheduling needs, on the day prior to the holiday, or on the employees next regularly scheduled workday; as approved by the Supervisor/DH or
 - 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, FSL, etc., to equal nine (9) hours because they are scheduled to work nine (9) hours on those days. They will not be allowed to work nine (9) 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.

5.10B - 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.

5.10C - Employee Expenses

In determining the reasonableness of the expense accounts of employees, the principle applied is that 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 Management.

5.10D - Smoking In Authority Buildings

The parties agree there shall be no smoking in any Authority buildings, facilities, or vehicles. See the Tobacco Restrictions in the Workplace Policy for further details.

5.10E - 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, but a representative of the Authority.

An officer of the CG has the right to attend all fact-finding and appeals hearings conducted by the Safety Coordinator 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.

5.10F - 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.

5.10G - Use of Authority Tools, Equipment, and Facilities

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

5.10H - 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) business days following the request by the employee or their authorized representative at their request. 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 Personnel Records Policy.

5.10I - 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, personal cell phone, or long-distance calling card. More information is provided in Personal Telephone Calls Policy.

5.10J - 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.

5.10K - Reimbursement for Lost or Damaged 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 eyeglasses, 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.

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 circumstances 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.

5.10L - 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.

5.10M - 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 a two (2) week notice was not provided, the employee will receive their final check within three (3) working 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 5.11 - EMPLOYEE BENEFIT PLANS

5.11A - 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.

5.11B - Unemployment Insurance

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

5.11C - 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. Other employees working less than full time are covered after they have worked more than one thousand (1,000) hours in a fiscal year (July 1 through June 30) and coverage is effective the first of the month following the month in which one thousand (1,000) hours are completed.

For classic members, the Authority shall continue its contract with CalPERS to provide the two and one-half (2.5) percent at fifty-five (55) retirement option. For new members (PEPRA), the retirement formula is two (2) percent at sixty-two (62) and final compensation based on the highest average thirty-six (36) consecutive months of pensionable compensation (payrate and special compensation). In addition, the Authority’s contract with PERS provides Military Service Credit as Prior Service; Section 21024, Military Service Credit as Public Service; and Section 21548, Pre-Retirement Optional Settlement 2 Death Benefit.

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 CalPERS, BENEFITS FOR LOCAL MISCELLANEOUS MEMBERS provided to employees.

Employees may obtain more information from HR or directly from CalPERS at their local office in San Diego or the CalPERS website, www.CALPERS.ca.gov.

The legislature has passed pension enactments in the form of the California Public Employees' Pension Reform Act (PEPRA) of 2013, which became effective on January 1, 2013. In accordance with PEPRA, new members (as defined under that law and below) enrolled in CalPERS effective on or after January 1, 2013, will be enrolled in the two (2) percent at sixty-two (62) CalPERS formula. Per PEPRA, "New Members" are required to contribute a minimum of one-half (0.5) the normal cost of the defined benefit. Therefore, new members will pay one-half (0.5) the normal cost, as defined by PEPRA and set annually by CalPERS. To the extent that PEPRA mandates changes to the retirement benefits of represented employees prior to the expiration of this MOU, the parties recognize such mandates and do not waive their rights.

There are two (2) types of CalPERS Members, which are defined as follows:

Classic Member

As defined by applicable law, Classic members are employees first employed by the Authority and enrolled in CalPERS before January 1, 2013, or employees who were members of CalPERS or another reciprocal retirement system before January 1, 2013 without a break in service for more than six (6) months, and who are entitled to existing retirement benefits, including the two and one-half (2.5) percent at fifty-five (55) benefit formula.

New Member

As defined by applicable law, new members are employees first employed by the Authority after January 1, 2013, who were not previously members of CalPERS or another reciprocal retirement system and are subject to new retirement benefits under PEPRA.

5.11D - Health Benefits

For the term of this MOU, the Authority agrees to maintain two (2) alternative health plans: One (1) to be identified as the “basic plan” (currently Kaiser), a health maintenance plan (HMO), and one (1) identified as the “premium plan”, which shall also be an HMO with a wider range of providers. Effective October 1, 2021, the “premium plan” shall be CIGNA Healthcare, which shall also be an HMO with a wider range of providers.

Effective January 1, 2024 through December 31, 2024, there shall be no change to employee contribution, Authority employees will pay the following premium amounts per pay period:

HMO (Basic)		HMO (Premium)	
Kaiser		CIGNA Healthcare	
Single	\$14.00	Single	\$18.00
Employee + 1	\$22.00	Employee + 1	\$27.00
Family	\$30.00	Family	\$35.00

Effective January 1, 2025, and each January thereafter, the Authority will contribute up to 8% of any annual health care premium increases over the previous year’s premium (“Annual Authority Contribution”). Any annual premium increase that exceeds the 8% Annual Authority Contribution shall be equally shared between the Authority and CG membership. Should the annual increase exceed the 8% Annual Authority Contribution, the Authority and CG will have an opportunity to discuss options to modify the co-pay or other coverage issues to reduce the premium. For more information and a calculated example, refer to Attachment D.

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.

5.11E - Cash-In-Lieu

Regular full-time employees who choose not to enroll in an Authority health plan, and meet the requirements set forth below shall receive a taxable Cash-in-Lieu amount equal to 50% of the Authority’s lowest single rate health plan.

In order for any eligible employee to receive Cash-in-Lieu of health coverage, an employee must sign a separately provided form attesting that the employee and the employee’s Tax Family have the Alternative Required Coverage for the Opt-Out Period.

- Tax Family means all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the Authority’s plan year to which the opt out applies.
- Alternative Required Coverage required means minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California).
- Opt-Out Period means the plan year to which the opt out arrangement applies.

An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year for each plan year the employee would like to receive Cash-in-Lieu.

The Cash-in-Lieu payment cannot be made and the Authority will not in fact make payment if the Authority knows or has reason to know that the employee or a Tax Family member does not have such alternative coverage, or if the conditions set forth above are not otherwise satisfied.

An employee who opts out of Authority-offered health benefits, but cannot provide the attestation, will not receive the Cash-in-Lieu contribution described in this subsection.

Cash-in-Lieu payments will be made incrementally each pay period.

5.11F - 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. Detailed information on these benefits is contained in booklets on health insurance available in the HR office and SWAnet.

5.11G - 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 premium for vision care insurance. Detailed information on vision care benefits is available in the HR Office and SWAnet.

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.

5.11H - 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).

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.

5.11I - 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.

5.11J - 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.

5.11K - 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 twenty-four (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 one thousand five hundred dollars (\$1,500) per calendar year. The Authority's matching contribution shall be made to the 401(a) Plan.

5.11L - 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 the 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 comes 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 and 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.

5.11M - 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 three (3) years of base salary up to a maximum of two hundred and fifty thousand dollars (\$250,000), for those classifications represented by the CG. An option to purchase additional supplemental insurance including 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.

Employee may carry benefit for themselves into retirement until Medicare eligibility at the expense of the employee, subject to any insurance policy requirements and restrictions.

5.11N - Tuition Aid Plan (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.

The Plan provides financial assistance up to four thousand dollars (\$4,000) per year for a Bachelor’s Degree and four thousand, five hundred dollars (\$4,500) per year 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 fee, or social activity fees are the responsibility of the employee. An employee may only request tuition aid for one (1) Bachelor’s and one (1) Master’s Degree during the course of their employment at the Authority.

Any 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 their degree, either Bachelor's or Master's.

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 and should be submitted to the DH 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. For further information, refer to the Authority's Tuition Aid Policy.

5.11O - Loans for Computer Equipment

The Authority agrees to provide Employees with no interest loans to a maximum of two thousand, five hundred dollars (\$2,500) to be used for the purchase of computer equipment. Items eligible for a loan under this program include personal computer (PC or MAC based), lap top computer, monitor, printer, notebook, tablet computer, personal data assistant (PDA), iPad or other comparable devices, software, USB memory devices, external PC accessories (e.g., hard drive, controller, keyboard, mouse, speakers, cable modem, wireless AP, routers, etc.), internal PC accessories (DVD/CD burner, expansion cards, etc.) and computer components (memory, CPU, case, power supply, etc.). Items such as stand-alone or combined with DVR's, film or digital cameras, analog or digital video recorders, portable music players, home theater network devices, or cell phones (unless PDA based) are not eligible for the computer loan program. This benefit is not available to probationary employees. For further details refer to Computer Loan Policy.

5.11P - Annual Physical Examination

Confidential employees are encouraged to monitor the condition of their health by arranging for a routine annual physical examination to be performed by a qualified medical doctor. The Authority shall reimburse the employee for any cost for such a physical examination, up to a maximum of five hundred dollars (\$500) per fiscal year that is not paid by the employee health insurance plan provided for the employee. The employee shall be eligible for such reimbursement upon submittal of a paid receipt for the examination and a statement from the insurance carrier showing the amount paid by insurance, if any.

5.11Q - 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).

5.11R - Additional Compensation

The Authority will pay a total of one hundred and fifty dollars (\$150) annually toward Gym Membership, the purchase of home exercise equipment, and/or weight loss programs.

SECTION 5.12 - 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 CG 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 of the representatives of the CG 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 CG may appeal to the DH for action.

If the situation was not satisfactorily resolved in the meeting with the Supervisor and/or DH, the CG 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) working days to review the situation and attempt to arrive at a solution. The employee may be represented at this meeting by a representative of the CG.

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 CG, which expressly state that the settlements are intended to be precedent setting.

If either party to the dispute wishes to pursue the matter further, it shall notify the other party, call the State of California Conciliation Service, and request the services of a State Mediator. Such a mediator shall mediate the dispute according to the State Conciliation rules governing mediation. Any findings or recommendations of the Mediator shall be advisory to the parties. There shall be no cost to the parties. The parties shall have fourteen (14) days in which to notify the others of their acceptance or rejection of the Mediator's decision. Within fourteen (14) calendar days after the advisory decision 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 a CG Representative, such individuals shall be excluded; provided, however, representatives of the CG 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 CG's interest in effective representation of its members.

Accordingly, the Authority shall provide the CG 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, and telephone number.
3. Any other personal information protected under rights of privacy.

SECTION 5.13 - EMPLOYEE CONDUCT AND DISCIPLINE

5.13A - 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, including a first offense, may result in immediate dismissal depending upon the employee's employment history or other extenuating circumstances supporting discharge in the first instance. Misconduct may otherwise be addressed through 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 5.13C, Major Discipline, and the response rights set forth in Section 5.13D, Minor Discipline, are applicable to Regular employees only. Probationary employees are at-will and may be terminated or disciplined without proof of cause or other justification and without right of appeal or hearing.

5.13B - 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 that endanger the employee or others or damage Authority property or equipment; willfully failing to use safety equipment; or refusing 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 being under the influence of illegal drugs or abuse of a controlled substance 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, Authority property, or equipment.
60. Falsifying time reports, mileage reports, expense accounts, or other work-oriented documents or falsifying reasons for absence.

5.13C - Major Discipline

1. Pre-discipline 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; and
 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 shall consist 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) working days of the effective date of the proposed disciplinary action. Failure to file a written request for appeal in a timely manner with the AGM or designee, 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 alternate striking from a list of seven (7) hearing officers provided by the California Mediation and Conciliation Service.
- D. The AGM or their 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 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) working 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.

5.13D - 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; and

- 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. Response 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 Authority official imposing the discipline, if other than the AGM 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 or their previously identified designee 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 5.13D, Minor Discipline. The written determination of the AGM or designee, shall be final for administrative purposes.

5.13E - 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 CG in writing.

5.13F - 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 5.14 - 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; and
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 5.15 - EMPLOYEE RIGHTS

5.15A - Labor Security

Employees of the Authority covered by this MOU shall have the right to join or not join the Confidential Group (CG). All employees who are members of the CG shall have the right to participate in the activities of the CG 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 CG for exercising their rights under this article.

Pursuant to AB 119, the Authority agrees to provide no less than 10 calendar days' notice to the CG in advance of any new employee orientation(s) and provide the CG 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 CG, which could mean representational attendance or correspondence.

The Authority agrees, pursuant to AB 119, to provide the CG 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 CG with a list of the foregoing information for all bargaining unit employees at least once every 120 days at the CG's written request.

5.15B - 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 CG 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 CG 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 CG, the CG 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 who is a member of the CG violating this Article may be subject to discipline up to and including termination by the Authority.

SECTION 5.16 - AUTHORIZED AGENTS

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

The Authority's principal authorized agent shall be the GM or their 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 CG principal authorized representative shall be the CG President. The work phone and work address of the representative 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 5.17 - JOINT LABOR/ MANAGEMENT COMMITTEE

There shall be established a JLMC for the term of this MOU. The CG group shall consist of the Chairperson, Vice Chairperson and Representatives. The Authority GM will appoint Management representatives to serve on the JLMC.

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 CG of the items to be discussed at the meeting. CG 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 Confidential employees. CG members must obtain approval of their supervisor prior to leaving work to attend a JLMC meeting. Employees shall be paid for time spent at CG 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 CG

Sweetwater Authority
 Confidential Group Classifications
 Exact Hourly Rates
 July 1, 2023 to June 30, 2024

CLASSIFICATION	Department/Section	A	B	C	D	E
Accounting Manager	Finance	70.179	73.686	77.364	81.232	85.290
Human Resources Manager	Administrative Services	70.430	73.949	77.646	81.526	85.596
Sr. Human Resources Analyst	Administrative Services	49.644	52.123	54.724	57.461	60.330
Human Resources Analyst	Administrative Services	43.175	45.329	47.594	49.968	52.466
Human Resources Technician	Administrative Services	35.983	37.776	39.662	41.645	43.725
Board Secretary/Admin. Assistant	Administration	51.186	53.745	56.432	59.247	62.209
Assitant Board Secretary/Administrative Assistant	Administration	44.737	46.971	49.313	51.778	54.364
Office Assistant	Administration	30.342	31.857	33.449	35.119	36.878

EXHIBIT B: Notice of Disagreement

Date: _____

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

Subject:

Statement of Circumstances:

Signature, CG 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

EXHIBIT D

Example of Health Benefits calculations effective January 1, 2025.

Cigna “Full” Employee only total monthly costs for 2024 are \$991.99 per employee benefiting from this plan (all employees). The monthly Sweetwater Authority (“Employer”) portion is \$952.99. The monthly employee portion is \$39.

If the 2025 rates are increased 10% over 2024 total monthly cost rates, the total monthly costs would be \$1,091.19. The Annual Authority Contribution will provide 8% of the total increased costs, resulting in a monthly employer portion of \$1,071.35.

The remaining 2% increase totaling \$19.84 would be shared equally between the Authority and CG membership. The monthly employee and employer portions would each be increased by 1% or \$9.92. The resulting monthly employer portion would be \$1,042.27, and the monthly employee portion would be \$48.92.

Premium increases will be prorated by employee, and only percentage increases applicable to CG would apply.

Provider	Cigna "Full" 2024	2025 Assumes 10% Increase	Total 2025 Example
			E.g. 10% increase over 2024 premiums
Effective Date	January 2024 – December 2024		January 2025 – December 2025
Total Monthly Costs			
Employee only	\$991.99	\$991.99 + 99.199 (10% increase)	\$1,091.19
Monthly Employer Portion			
Employee only	\$952.99	\$952.99 + \$79.36 (8% contribution) + \$9.92 (1% shared) = \$ 89.28	\$1,042.27
Monthly Employee Portion			
Employee only	\$39.00	+ \$9.92 (1% shared)	\$48.92
Bi-weekly Employee Portion			
Employee only	\$18.00		\$24.46