MEMORANDUM OF UNDERSTANDING

between

PADRE DAM MUNICIPAL WATER DISTRICT

and

PADRE DAM MUNICIPAL WATER DISTRICT EMPLOYEES ASSOCIATION

July 1, 2022 - June 30, 2027
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ARTICLE 1

PREAMBLE

This Memorandum of Understanding (MOU) is between the Padre Dam Municipal Water District (Padre Dam) and the Padre Dam Municipal Water District Employees Association (PDEA) for the purposes of setting forth a mutual understanding of the parties as to the wages, hours and other terms and conditions of employment of those employees represented by PDEA.

Department level labor-management cooperation is achieved through the Pipeline Program and laterals which provide forums for problem solving and decision making on issues of interest. Basin members participate in laterals and form a liaison to the Basin. Together these programs provide the architecture to promote the Pipeline and District Values of Collaboration, Learning, and Service. This structure has a role in the implementation of some of the articles in this MOU.

Much of the groundwork for this MOU was laid during the 1998 revision. Many of the concepts and articles for which there were no issues between the parties, have been retained from previous MOUs. New articles described herein were developed through cooperative processes. This document is one of the keys to making Padre Dam an even more successful organization.

ARTICLE 2

RECOGNITION

2.1 Definition of Bargaining Unit

Padre Dam recognizes PDEA as the bargaining representative for all employees of Padre Dam other than management and confidential employees and those employees who elect to represent themselves.

2.2 New and/or Change of Classifications

If new classifications are established by Padre Dam and added to the bargaining unit or if the duties of existing classifications are changed, a proposed wage scale shall be assigned thereto, and Padre Dam shall forward the changed/proposed class and proposed wage to PDEA for review. If PDEA does not respond in writing within ten (10) calendar days of the receipt of such written notice, Padre Dam will assume PDEA does not wish to discuss the proposed changes and will implement same.
PDEA shall be granted an automatic ten (10) calendar day extension at the request of a PDEA Board Member by notifying the General Manager, or his designee, of the requested extension. Should PDEA respond within ten (10) calendar days of the date of receipt of such written notice, or in the case of a requested extension within seventeen (17) calendar days, Padre Dam agrees to meet and confer with PDEA in order to freely exchange information, opinions and proposals relating specifically to the proposed changes prior to their implementation.

ARTICLE 3

ASSOCIATION SECURITY

3.1 Open Shop

The PDEA has asked Padre Dam Human Resources (HR) staff to collect payroll deduction forms from employees and HR agrees to deduct from the paycheck of each employee within the bargaining unit such amount as has been designated by PDEA as Association dues and as so certified by the Treasurer of PDEA. PDEA will certify to Padre Dam, in writing, the current rate of membership dues. Padre Dam will be notified of any change in the rate of membership dues thirty (30) calendar days prior to the effective date of such change. Padre Dam will require the submission of new deduction authorization forms when PDEA changes its membership dues.

Such funds will be remitted by Padre Dam to the Treasurer of PDEA within one (1) month after being withheld from the employee. The employee’s authorization for such deductions is revocable at will of the employee and may be so terminated at any time by the employee giving thirty (30) days written notice to Padre Dam and PDEA or upon termination of employment.

Padre Dam will input all payroll deduction forms as received within the current pay period.

3.2 Discrimination Prohibited

Employees shall not be discriminated against, interfered with, intimidated, restrained, or coerced (by either Padre Dam or PDEA) because they form, join and participate in the activities of PDEA; they refuse to join or refuse to participate in the activities of PDEA; or they represent themselves individually in their employment relations with Padre Dam.

3.3 Internal Association Matters

Padre Dam recognizes the right of PDEA to govern its internal affairs.
3.4 **Employee Rights**

Employees shall have the right to refuse to join or to participate in the activities of PDEA.

Employees shall have the right to represent themselves individually in their employment with Padre Dam. A member of PDEA who at any time wishes to represent him/herself individually in his/her employment relations with Padre Dam may do so upon filing a written statement to that effect with the Director of Human Resources. The employee shall not be considered as being represented by PDEA while such an unrevoked written statement is on file.

**ARTICLE 4**

**MANAGEMENT RIGHTS**

It is understood and agreed that Padre Dam possesses the sole right and authority to operate and direct the employees of Padre Dam and its various departments in all aspects, including, but not limited to, all rights and authority exercised by Padre Dam prior to the execution of this Memorandum of Understanding, except as modified in this MOU. These rights include, but are not limited to:

a) The right to determine its mission, policies, and to set forth all standards of service offered to the public;

b) To plan, direct, control and determine the operations or services to be conducted by employees of Padre Dam;

c) To determine the methods, means, number of personnel needed to carry out Padre Dam's mission;

d) To direct the working forces;

e) To hire and assign or to transfer employees within the departments;

f) To promote, suspend, discipline or discharge consistent with the terms of this MOU;

g) To layoff or relieve employees due to lack of work or funds or for other legitimate reasons;

h) To make, publish, and enforce rules and regulations for matters not within the scope of, or consistent with, the meet and confer process;

i) To introduce new or improved methods, equipment or facilities;
j) To contract out for goods and for services, subject to meet and confer where legally necessary;

k) To take any and all actions as may be necessary to carry out the mission of Padre Dam in situations of civil emergency as may be declared by the Board of Directors or the General Manager or his designee; provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this MOU.

The Board of Directors has the sole authority to determine the purpose and mission of Padre Dam and the amount of budget to be adopted thereto.

ARTICLE 5

WORK RULES

5.1 Primacy of MOU

The terms and conditions of this MOU shall be approved by resolution of the Padre Dam Board of Directors and shall supersede all other ordinances and resolutions conflicting with the terms of this MOU.

5.2 Notice of New Work Rules

If new work rules are proposed by Padre Dam or if Padre Dam proposes changes to existing work rules, Padre Dam shall forward the proposed work rules to PDEA for review. If PDEA does not respond in writing within ten (10) days of the receipt of such written notice, Padre Dam will assume PDEA does not wish to meet and confer regarding the proposed changes and Padre Dam may adopt such changes.

PDEA shall be granted an automatic ten (10) calendar day extension at the request of a PDEA Board Member by notifying the General Manager, or his designee, of the requested extension. Should PDEA respond within ten (10) calendar days of the date of receipt of such written notice, or in the case of a requested extension within seventeen (17) calendar days, Padre Dam agrees to meet and confer with PDEA in order to freely exchange information, opinions and proposals relating specifically to the proposed changes prior to their implementation.
ARTICLE 6

MEET AND CONFER

6.1 Association Representatives

No more than four members of PDEA’s negotiating team shall be allowed to attend meet and confer sessions for a successor to this MOU on on-duty status.

6.2 Commencement of Meet and Confer Sessions

The first meeting will be held no later than twenty (20) calendar days after Padre Dam or PDEA receives such notification from the other. At this meeting, each side shall set forth sections to be revised and the proposed revisions thereto. In the event of such notice, each article of this MOU not referred to in such notice of specifications of sections to be revised shall remain in full force and effect throughout the subsequent MOU year(s).

Meet and confer sessions for future memoranda of understanding shall commence on a date so that negotiations may be completed, if possible, by the first Board of Directors meeting in December prior to the end of the existing MOU.

ARTICLE 7

ACCESS TO DISTRICT FACILITIES AND INFORMATION

7.1 Access by Non-Employee Association Representatives

Authorized non-employee Association representatives will be given access to work locations during working hours to post bulletins on bulletin boards without unreasonable interference with employee work. PDEA shall give the Director of Human Resources a written list of such authorized Association representatives. Only those people whose names appear on the current list shall be granted access under this provision.

7.2 Access to New Hires

Padre Dam shall, after each new hire, make available to the PDEA President via email, a list of the new hire(s), home addresses, and work locations. The President of PDEA, or designee, shall be entitled to contact all newly hired employees for the purpose of providing the employee with an Association brochure and other information about PDEA. These activities will be conducted on the President’s and the newly hired employee’s own time.
7.3 Access to District Information

Padre Dam will make available to PDEA such non-confidential information pertaining to employment relations as is contained in the public records of Padre Dam, subject to the limitations of the California Public Records Act (Government Code Sections 6250-6260). Requests for such information shall be made to the Director of Human Resources, and such information shall be made available during regular office hours after payment of reasonable costs of duplication, if duplication is requested. Nothing herein shall be construed as requiring Padre Dam to furnish confidential information or to do research, to assemble information, or to compile data.

PDEA agrees that it will furnish sufficient information as to the relevancy of their request to negotiations or enforcement of this MOU.

7.4 Notice of Board of Directors Meetings

Padre Dam will post on the District website all of the Padre Dam Board’s regular public meeting agendas in advance of the regular Board meeting. Employees may sign up on the website to be notified of agendas when they are posted.

ARTICLE 8

BULLETIN BOARDS, INTRANET, E-MAIL

Padre Dam agrees that PDEA shall have adequate space made available in conspicuous locations at each facility operated by Padre Dam and/or on the intranet for the purpose of posting bargaining agent notices to members of the bargaining unit. PDEA will also have use of the e-mail system to communicate with the members of the bargaining unit.

ARTICLE 9

ASSOCIATION REPRESENTATION

9.1 Shop Stewards

To provide employees with reasonable access to Association representation, it is understood and agreed that PDEA may appoint certain employees to serve in the capacity of steward. Such stewards may, on his/her own time, receive, investigate and process complaints or grievances of employees. When the nature of the grievance requires immediate action, i.e., irreparable harm to an employee, stewards may be permitted to leave their regular work area upon request to, and approval by, their Department Head. Such request shall not be unreasonably denied.
PDEA shall notify the Director of Human Resources in writing of those employees designated as shop stewards.

ARTICLE 10

DISCIPLINE

10.1 Disciplinary Action

10.1.1 Disciplinary Actions Subject to Notice and Hearing Procedures

Upon compliance with the procedures set forth in Article 10.2 hereof, the following disciplinary actions may be taken against a permanent employee either by the General Manager or such management personnel as he may designate:

Suspension from duty: An ordered interruption of duties for more than two working days without pay.

Salary reduction: A reduction in pay from the employee’s current pay within a pay range to any lower pay within that same range, as such range is recorded in Padre Dam’s current salary schedule.

Demotion: A reduction from a position in one class to a position in another class having a lower salary range effected for disciplinary purposes. (Demotions resulting from an employee’s inability to perform required duties, organizational changes, or layoffs are not disciplinary.)

Dismissal: Discharge from District service.

10.1.2 Disciplinary Actions Not Subject to Notice and Hearing Procedures

The following disciplinary actions may be taken against any permanent employee by the General Manager or such management personnel as he may designate without compliance with the procedures set forth in Section 10.2 hereof, but such actions may be reviewed in accordance with the grievance procedures of Padre Dam if requested by the employee:

1. Reprimand, which may be oral or in writing or both.

2. Suspension from duty: An ordered interruption of duties for two days or less without pay.
3. **Change in working hours.**

4. **Reassignment** not entailing a salary reduction, demotion or assumption of duties in a higher paid classification.

10.1.3 **Causes for Disciplinary Action.**

It is intended that discipline be imposed primarily for corrective purposes and to address deficiencies in work performance. The following is a non-exclusive list of the more common reasons for disciplinary action:

1. Actions contrary to the rules of Padre Dam.

2. Inefficiency or incompetence.

3. Willful disobedience or insubordination.

4. Self-inflicted abuse that would affect the physical or mental ability to perform the job.

5. Dishonesty.

6. Consumption of alcoholic beverages while on duty or on District premises (except while off duty at Park grounds).

7. Intoxication while on duty.

8. Use of non-prescribed prescription or illegal drugs or narcotics while on duty or on District premises.

9. Disorderly or immoral conduct while on duty or while in District uniform.


12. Unauthorized absence from work.


14. Action incompatible with or inimical to public service.

15. Failure to follow safe working practices.

16. Failure to report an injury promptly.
17. Failure to report significant unsafe working practices to supervisor.

18. Possession or use of a firearm or other weapon while on duty or on District premises (except when locked inside personal vehicle) or while in District uniform or while at District functions.


10.2 Disciplinary Procedures for Permanent Employees

10.2.1 Purpose. To ensure that all permanent employees are fairly treated when subjected to disciplinary action described in Sections 10.1.1 and 10.1.2 of Article 10 hereof, this section sets forth the procedure for taking such action.

10.2.2 Investigations Prior to Disciplinary Action. Any employee who is the subject of an investigation by the Director of Human Resources and/or General Manager concerning an act which, if proven, could reasonably result in disciplinary action against him or her will be afforded the following safeguards:

(1) The employee will be informed of the nature of the investigation and allegations, advised of the employee’s rights to consult with a PDEA representative prior to any interview, and afforded the opportunity to consult with a PDEA representative prior to an interview, except as noted below. The employee shall be allowed the right to have an Association representative present during the interview. The opportunity to consult with PDEA representative or to have PDEA representative present at the interview shall not delay the interview for more than twenty-four (24) hours. In cases of emergency or requiring immediate action, no delay of more than one hour will be allowed for purposes of consulting with or having an Association representative present.

(2) All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident, or recurring similar incidents, which are the subject of the investigation.

(3) Interviews shall be done under circumstances free of intimidation, abuse or coercion.

(4) The employee shall be advised of the results of the investigation and any future action to be taken on the incident.
10.2.3 **Notice of Proposed Action.** Before dismissing or otherwise disciplining a permanent employee, Padre Dam shall deliver to the employee a written notice of its intention to dismiss or otherwise discipline the employee. Such notice shall be personally served on the employee or sent by registered or certified mail to the employee's place of residence as shown on the records of Padre Dam. The notice shall be served or mailed not less than seven days prior to the proposed disciplinary action and shall contain the following:

1. The kind and effective date of the proposed disciplinary action.

2. The specific charges upon which such action has been proposed and the reasons why such action is being taken. Such charges shall contain any information essential to give the employee a fair opportunity to answer the charges made. Such information shall include, but is not limited to, names, times, dates, places or numbers that may be pertinent to the charges made.

3. If such charges are based upon documents or materials, the notice shall inform the employee of this fact, and shall inform the employee as to the location of such documents or materials. If available and subject to duplication, copies of such documents and materials shall be furnished to the employee with the notice.

4. A time and date for the filing by the employee of written response and for presentation of any oral response, which date shall not be less than seven days after the notice is served on or mailed to the employee, whichever occurs first.

5. The notice will advise the employee of the employee’s right to be represented by PDEA.

10.2.4 **Response of Employee.** The employee shall have the right to respond, either orally or in writing, or both, no later than the time and date provided in the notice to the employee. The time for response may be extended by the General Manager for a reasonable period if the General Manager determines it to be necessary to provide the employee with a fair opportunity to answer the charges made. Written responses shall be delivered to the General Manager. If the employee desires to make an oral response, the employee shall give written notice to the General Manager of this fact at least two days before the time and date stated in the notice for presentation of the oral response. Failure of the employee to give such notice shall constitute a waiver by the employee of any right to present an oral response.
10.2.5 **Oral Response.** If the employee gives the notice provided for in Section 10.2.4 hereof, the oral response of the employee shall be presented to the General Manager. At the time of the employee’s oral response, the employee shall have the right to be represented by counsel or by a representative of a recognized employee organization, or both. The employee shall have the right to present evidence and to examine adverse witnesses. If the employee desires to have any other available employee present at the time of the oral response in order to present evidence or to examine adverse witnesses, the employee shall, at least two days before the time scheduled for the oral response, file a written request with the General Manager requesting the presence of such persons at the time scheduled for the oral response. The General Manager may continue the matter for a reasonable period until such persons can be present. The proceedings at which the oral response is presented shall be preserved in summary form, but may be recorded and transcribed in full.

10.2.6 **Determination by General Manager.** Upon expiration of the period of time set forth in Padre Dam’s notice to the employee, or if an oral response is presented, upon completion of the response, whichever is later, the General Manager shall review the matter, including any response of the employee and his representatives and any evidence presented, and shall make a determination as to whether to discharge or otherwise discipline the employee. The General Manager shall notify the employee in writing of his determination. Such notice shall be personally served on the employee or shall be sent by registered or certified mail to the employee’s place of residence as shown on the records of Padre Dam.

10.2.7 **Disqualification of General Manager.** If prior to the time set for consideration of the response, the General Manager has become so involved in the matter as to create an actual bias against the employee which prevents the General Manager from fairly considering the response of the employee, the General Manager shall so advise the President of the Board of Directors, who shall thereupon appoint another person to act on behalf of and in place of the General Manager. However, mere prior knowledge of the factual background of the matter shall not, in and of itself, disqualify the General Manager.

10.2.8 **Appeal of Decision of General Manager.** An employee or former employee dissatisfied with the determination made by the General Manager may appeal the determination to an independent fact finder/arbitrator, provided that a written notice of appeal is filed with the General Manager no later than ten (10) working days after the date of personal service or mailing of the notice of the General Manager’s determination, whichever is sooner. A mutually agreed upon list of independent fact finders/arbitrators shall be maintained by PDEA and Padre Dam. If a timely appeal is filed with the General Manager, Padre Dam shall schedule a hearing within thirty (30) days of the date of filing of the notice of appeal, and shall notify the employee or former employee of the time and date fixed for the hearing. At the
hearing, the employee shall have the right to be represented by counsel or by a representative of PDEA, or both. The employee shall have the right to present evidence and to examine adverse witnesses. The employee shall, at least five calendar days before the scheduled hearing, file a written request with the General Manager requesting the presence of other employees at the hearing. If such persons can be made available without unduly interfering with the operations of Padre Dam, the General Manager shall cause such person to be present at the time of the hearing. The fact finder/arbitrator may continue the hearing for a reasonable period until such persons can be present. The hearing shall be recorded and transcribed in full. The hearing shall be conducted in such a manner as to afford procedural due process to the parties.

10.2.9 Determination of Appeal. If an appeal is taken upon conclusion of the hearing, the fact finder/arbitrator shall review the matter, including any evidence presented at the hearing, and shall make a proposed decision as to whether to confirm the determination of the General Manager. The fact finder/arbitrator shall have the power to recommend reinstatement of a discharged employee and/or impose different discipline upon the employee. Within thirty (30) calendar days after the conclusion of the hearing, the fact finder/arbitrator shall certify the findings and decisions in writing and/or orally to the Board of Directors. The Board of Directors may then affirm, revoke or modify the action taken as, in its judgment seems warranted, and the action taken shall be final. If the Board of Directors rejects the proposed decision, it may decide the matter upon the record, including the transcript, or upon an agreed statement of the parties, with or without taking additional evidence.

10.2.10 Status of Employee. During the period prior to the determination of the matter by the General Manager, the employee may be suspended from performance of his or her duties with pay or may be reassigned to other duties. If the final determination of the General Manager is to discharge an employee, the effective date of the discharge shall be the date that the notice of determination is personally served or mailed pursuant to Section 10.2.6 hereof.

10.2.11 Judicial Review. Judicial review of any decision of Padre Dam, or of any commission, committee, board, officer or agent thereof dismissing or otherwise disciplining an employee, which decision is subject to review under Code of Civil Procedures Section 1094.5, may be had pursuant to Code of Civil Procedure Section 1094.5 only if the petition for writ of mandate is filed within the time limit specified in Code of Civil Procedure Section 1094.6.
ARTICLE 11
PERSONNEL REDUCTION

If Padre Dam determines that it will be necessary to reduce personnel based on a lack of work or funds, the positions subject to layoff will be determined based on the operational needs of the District. The need for layoffs will be determined within each department and within each job classification. Temporary and probationary employees in job classifications subject to layoff will be laid off first. Employees in those job classifications who have received less than competent performance evaluations during each of the two preceding years will be laid off second. Employees in those job classifications whose skill and ability are relatively equal as of the time of the layoff will be the last subject to layoff, and will be laid off in reverse order of seniority.

Whenever possible Padre Dam will inform the employee or employees involved at least thirty (30) days prior to the effective date of layoff.

In lieu of layoff, a qualified employee upon request will be given the opportunity to (a) transfer to a position in the same class or (b) demote to a position in a lower class which the employee possesses the specialized skills of the position or has formerly worked for Padre Dam in the lower class, should a vacancy be available or become available within one year. If more than one employee is affected by a reduction in personnel, and where skill and ability are relatively equal, then seniority for transfer and demotion in lieu of layoff will determine which employee is placed in another position. Determination of seniority for this Article will be by total length of service with Padre Dam and not by length of service in the employee's present job classification.

When a vacancy occurs in a position from which an employee has been laid off or transferred or demoted in lieu of layoff, or when a vacancy occurs in any other position for which the employee possesses the necessary specialized skills, within one year from the date of layoff, transfer or demotion, the vacancy will be offered to that employee or employees in order of their skill and ability, seniority and employment status with Padre Dam at the time of such layoff, transfer or demotion before Padre Dam will attempt to recruit outside Padre Dam. Padre Dam is not required to offer a vacancy to an employee on the recall list if that vacancy would result in a promotion from the position from which they were laid off, but may be offered such a position at Management’s discretion. Recall for employment offers will be in the reverse order of layoff as previously stated, except that employees who were laid off with less than competent performance reviews will not be placed on the rehire list. (A rehire list shall be maintained by Padre Dam for the 12 month period following any reduction, transfer or demotion that are non-disciplinary. In the event an employee on the rehire list is offered a position in a class from which the employee was laid off, transferred or demoted, or is offered another position of equal or higher class but does not accept said position, his/her name shall be removed from the rehire list. Employees rehired into a
class lower than the one from which they were laid off shall have their name maintained on the rehire list for a higher class until expiration of said list.) Employees on the rehire list shall inform the District of a valid e-mail address for notifications of recall and shall keep the District informed of any changes to their e-mail address. Employees will be notified of a recall by e-mail. If there is no e-mail on file with the District, then they will be notified by certified mail as long as it is available through the USPS. Employees notified of recall shall have seven (7) calendar days to notify the District whether they accept or reject the offer of recall.

11.2 Furloughs

Padre Dam and PDEA agree that they will meet and confer over the impact of furloughs prior to implementing a furlough program.

ARTICLE 12

PROBATIONARY, PERMANENT, TEMPORARY, LIMITED TERM, SEASONAL EMPLOYEES, AND EAST COUNTY ADVANCED WATER PURIFICATION (AWP) PROJECT FUNDED EMPLOYEES

12.1 Probationary Employees

Employment with Padre Dam is on a probationary basis for the first twelve (12) months of employment. During the probationary period of employment an employee serves at the pleasure of Padre Dam and may be discharged or suspended for any reason or cause and is not subject to the disciplinary procedures described in Article 10 hereof. During the probationary period, employees have no seniority rights, but they shall be subject to all other clauses of the MOU. All employees who are retained beyond the probationary period as defined above shall attain the status of a permanent employee and time spent in the probationary period shall be included when computing their seniority.

A Department Head may request an extension of the probationary period if the employee took any leave of absence over 30 days or more during the probationary period or if extenuating circumstances arise. PDEA shall be made aware of any employee whose probationary period has been extended. An extension of the probationary period should be no more than three months unless there are extenuating circumstances. During the extended probationary period, the probationary employee does not have seniority rights but is subject to all other clauses of the MOU.
12.2 Permanent, Full-Time Employees

A permanent full-time employee is an employee who has successfully completed the probationary period, has received a satisfactory performance review by his or her supervisor and works a minimum of 40 hours per work week. A permanent full-time employee shall be entitled to the disciplinary procedures set forth in Article 10 hereof. In addition, a permanent full-time employee is entitled to all benefits as described in this MOU and in Standard Practices & Policies.

12.3 Permanent, Part-Time Employees

A permanent part-time employee is an employee who has successfully completed the probationary period, has received a satisfactory performance review by his or her supervisor and works less than 40 hours per work week. A permanent part-time employee shall be entitled to the disciplinary procedures set forth in Article 10 hereof. In addition, a permanent part-time employee is entitled to all paid time off benefits as described in this MOU and in Standard Practices & Policies. Permanent, part-time employees are not entitled to insurance benefits, except when required under the Affordable Care Act. In addition, permanent, part-time employees who work more than 999 hours in a fiscal year will be enrolled in CalPERS and subject to employee contributions as described in Article 24.1.6.

12.4 Staff Support

Staff Support is a permanent, part-time hourly position that works a regular schedule as per Article 13 and accrues no benefits, except as required by law. The position is non-exempt (entitled to overtime pay) and paid at least the minimum wage in effect at the time. The position may be paid higher as the duties and responsibilities require. Those people employed in this position are not doing the full range of duties of a regular full-time classification; they are performing one or two specific tasks that do not warrant full-time employees. Staff Support employees shall be entitled to the disciplinary procedures set forth in Article 10 hereof. Staff Support are held to the same Padre Dam standards and values as permanent employees.

Staff Support are invited to attend all District functions that occur during their assignment and may, at the department head’s discretion, receive a reduced reimbursement for safety shoes as described in Article 20.2, “Safety Clothing and Equipment.” Other than as previously stated, Staff Support are not entitled to Padre Dam benefits.

Consistent with Padre Dam’s Workforce Partnership, each department shall be responsible for developing, through the lateral process, along with labor or management department representatives, requests for Staff Support, which shall be considered in the annual budget process. Department PDEA representatives shall be notified of the need to hire Staff Support.
12.5 Temporary and Seasonal Employees

The use of temporary employees is recognized as a method of economically meeting the short term manpower needs of Padre Dam. Temporaries shall be utilized in cases where the work is limited, seasonal in nature, or a special project, where the need for a particular position is not anticipated to be permanent. The justification to hire temporaries shall be developed in a work-analysis that documents the work to be done, the skills needed, and the anticipated duration of employment. Temporary and seasonal employees are invited to attend all District functions that occur during their assignment and depending on which position they hold, may, at the department head’s discretion, receive a reduced reimbursement for safety shoes as described in Article 20.2, “Safety Clothing and Equipment.” Other than as previously stated, temporary employees are not entitled to Padre Dam benefits; except when required under the Affordable Care Act.

Consistent with Padre Dam’s Workforce Partnership, each department shall be responsible for developing, through the lateral process, labor or management department reps, requests for temporary help, which shall be considered in the annual budget process. Department PDEA representatives shall be notified of the need to use temporary help. Sources for temporary employees may include but are not limited to summer interns, summer youths, disability employment services, and community service labor. Temporary employees shall be held to the same District standards and values as permanent employees.

12.6 Limited Term Employees

A limited term employee is similar to a temporary employee in that there is a specified work-load that justifies an employee be hired to assist with the work-load and that the term of employment is specified in advance of the hire being made. The justification to hire Limited Term Employees shall be developed in a “work analysis” that documents the work to be done, the specific skills needed, and the term of employment; one to two years maximum. Limited Term employees are entitled to all Padre Dam Benefits as specified in the MOU.

Consistent with Padre Dam’s Workforce Partnership, each department shall be responsible for developing, through the lateral process, labor and management department reps, requests for temporary help, which shall be considered in the annual budget process. Department PDEA representatives shall be notified of the need to use temporary help. Limited Term employees shall be held to the same District standards and values as permanent employees.

At the end of the specified term of employment, if staff determines additional temporary assistance is needed, staff may extend the Limited Term Assignment by up to 6 months making the maximum duration of the limited term position no more than
30 months. If the workload justifies the need, the position shall be filled with a permanent full-time employee, prior to the expiration of the 6-month extension. A minimum of 2 months prior to the expiration of the term, Padre Dam staff will communicate to the Limited Term employee and the PDEA as to whether or not the position is to be filled with a permanent position. If the Limited Term employee receives a permanent position; years of service for all applicable MOU benefits will be accrued based on the original hire date for the Limited Term position.

12.7 EAST COUNTY AWP Project Funded Employees

As part of the East County Advanced Water Purification Project (AWP), Padre Dam is entering into an Administrative and Operating Services Agreement (Agreement) with the East County AWP Joint Powers Authority (JPA). Padre Dam, as the contracted Administrator and Operator, will provide management, administrative, operations, maintenance and similar or related services for JPA owned AWP facilities. The Administrator and Operator functions will require Padre Dam to hire additional personnel for the development period of the project, or until the Agreement to provide those services is otherwise terminated or not extended. Once the Agreement is terminated or expires, Padre Dam will no longer need the additional personnel and will no longer have the funding to support additional personnel. AWP Project Funded Employees will be specifically hired as employees for the duration of time that the District is providing Administrative and Operating Services, but those employees may perform any work for the District within their employment classification, not just work under the Agreement. AWP Project Funded Employees will be provided the same rights and benefits as other Permanent Padre Dam Employees, and be hired into the same classifications with the same salaries, except with respect to termination of employment if Padre Dam ceases to provide Administrator or Operator services to the JPA or if the terms of providing those services is substantially altered in a way that reduces the needed staff. If Padre Dam ceases to provide Administrator or Operator services to the JPA or if the terms of providing those services is altered in a way that reduces the staff needed or the funding for the staff, AWP Project Funded Employees’ employment will end based on the change in funding, and those employees will not be entitled to the processes or procedures described in Article 10 Discipline or Article 11 Personnel Reduction of the MOU. Employees will be provided at least two weeks’ notice. Employees will not be entitled to severance pay or other continued pay or benefits, except as required by law or plan documents. If the Agreement expires or is terminated, or if the terms of providing those services is altered in a way that reduces the staff needed or the funding for the staff, District Management in its sole discretion will determine which AWP Project Funded Employees’ employment will be terminated and which employees are required to be retained based on the needs of the remaining functions to be performed. No further negotiations will be required if the District determines based on the conditions described above that AWP Project Employees employment will be terminated. Nothing in this section alters the procedures for discipline or layoff of other employees, or for AWP Project Funded Employees, except as described above.
ARTICLE 13

HOURS OF WORK AND SHIFT PREMIUM PAY

13.1 Work Scheduling

Padre Dam retains the rights enumerated in Article 4, Management Rights, 4.1 General. Specifically, the General Manager shall retain authority over all work scheduling, which authority may be delegated to Department Heads. Such authority shall not be unreasonably exercised.

All employees will have fixed and consistent work hours. Department Heads shall assign those work hours to employees in either of these two schedules:

Regular Schedule: The regular work week begins on Saturday and ends on the following Friday.

9/80 Schedule: The regular work week begins at 11:01 a.m. on Friday and ends on the following Friday at 11:00 a.m.

Any changes between these two schedules will be effective at the beginning of a pay period.

Scheduled Night Work: Employees will be notified one (1) week prior to the date of the scheduled night work. If one week prior notice is not given, the night work will be considered overtime and Article 15 will apply.

When normal work schedules are changed from a day shift to scheduled night work to accommodate restrictions placed on Padre Dam by other agencies, contractors, etc., employees working the night work will be given ten (10) hours off before reporting back for duty on their normal day shift schedule (see Article 15 for details).

If extraordinary situations arise such as emergencies or unpredictable circumstances, Department Heads may assign work hours, which are not fixed and consistent. Such authority shall not be unreasonably exercised. Department heads and Padre Dam shall make all reasonable efforts to minimize the use of work hours, which are not fixed and consistent.

Employees may request a deviation from their assigned work hours to accommodate the employee’s personal preference(s), such as, accommodating the employee’s child care, physical or mental fitness, educational or other interests. Such employee request shall be made in writing and approved in advance by an appropriate supervisor or Department Head. Such request shall not be unreasonably denied.
13.2 Premium Pay

A pay premium applies if more than 50% of the scheduled work hours worked by an employee, in any 24-hour period, occur between the hours of 3:01 p.m. and 7:00 a.m. when the hours are scheduled in advance by the employee’s supervisor. The premium shall not apply to hours worked which are not scheduled in advance, such as an extension of the employee’s shift due to an emergency or other unscheduled situations and a “call back” as defined in Article 17.

The premium for all hours worked between 3:01 p.m. and 12:00 a.m. shall be 3% above the employee’s standard rate of pay as defined in the current Salary Resolution.

The premium for all hours worked between 12:01 a.m. and 7:00 a.m. shall be 5% above the employee’s standard rate of pay as defined in the current Salary Resolution.

The applicable overtime calculation shall be applied to any premium pay as premium pay is defined in this article.

13.3 Lead Pay

Purpose: To give Padre Dam the flexibility to provide non-supervisory leadership needed for established work groups and special designated work teams; to successfully accomplish regular job functions, increased workload, special jobs, or dealing with emergencies; and to foster a more experienced work force.

Job Assignment: An employee may be assigned as a “lead” person by their immediate supervisor with management approval. The lead person will have the responsibility to direct the work of one (1) or more employees, but typically does not directly perform the annual evaluations for those employees. There is one PDEA Permanent Lead position in the District (Sr. Lab Analyst) that does perform the annual evaluations for employees whose work they direct.

Time Frame for Assignment: Assignment may fall into two categories.

1. Permanent Lead - This applies when there is the need for one individual, within a job class, to be assigned as a lead person over a work group in support of Padre Dam in helping maintain job/function oversight on a continual basis.

2. Temporary Lead - This applies when there is the need for one individual to be assigned as a lead person over a work group in support of Padre Dam in meeting short term demands due to increased workload, special projects, and dealing with emergencies. Temporary assignments are defined as those with a duration of at least 5 consecutive work days, but for not more than one year.
Compensation: The individual given a lead assignment shall be paid a premium of 5% over their current salary grade, or 5% more than the highest salary grade of the individual(s) for which they are responsible, during the lead assignment, whichever is greater.

Conditions of Employment: The individual shall remain in their current job classification and all other conditions of employment shall remain the same.

ARTICLE 14

MEAL AND BREAK PERIODS

14.1 Meal Periods

Each employee shall be provided with a minimum of 30 consecutive minutes of unpaid meal time during the hours worked, during which time the employee shall be free of all duties, except in cases of emergency. This meal period shall be taken halfway through the employee’s work shift, to the extent practicable.

14.2 Rest Periods

Each employee shall be provided with two daily paid rest periods of 15 consecutive minutes each, during which the employee shall be free of all duties, except in cases of emergency. The first rest period shall be provided halfway between the time the employee begins work for the day and the employee’s meal period, to the extent practicable. The second rest period shall be provided halfway between the employee’s meal period and the time the employee ends work for the day, to the extent practicable. Employees requesting lactation breaks shall, to the extent practicable, take the break in conjunction with their rest period. If the time needed exceeds the rest period, employees shall make up the missed time by either reporting early to work or staying later in the day.

14.3 Meal Allowance

An employee shall receive a meal allowance of up to fifteen dollars ($15.00) upon proof of purchase after working three (3) or more hours of overtime and every five (5) hours thereafter.

In lieu of this meal allowance, Padre Dam may provide employees with appropriate meals at reasonable intervals.
ARTICLE 15

OVERTIME AND COMPENSATORY TIME OFF

All employees in the bargaining unit, except those specified in “Positions Exempt from Overtime”, shall be paid an overtime premium for all hours worked in excess of 40 hours in their regularly scheduled work week. Employees called back to work (as defined in Article 17) on approved Padre Dam recognized holidays shall be paid at the rate of double the employee’s rate of pay in effect for all time worked on the holiday, as described in Article 22, “Holidays.”

Amount of overtime premium shall be 50% of the employee’s pay rate. The overtime premium shall apply to the pay rate in effect at the time the overtime is worked. For example, if another premium also applies, such as the premium in Article 13.2, that premium shall be applied first, and the overtime premium shall be applied last.

Overtime shall not be performed without the express approval of the appropriate Department Head or designated representative.

For purposes of calculating overtime, the following are considered hours worked within an employee’s regularly scheduled hours of work:

- Compensatory time off (CTO)
- Holidays
- Sick leave
- Vacation
- Mandatory Time Off (as defined below)

If, due to unforeseen circumstances other than an emergency (when the EOC is activated) as defined under the Emergency Response Plan, an employee whose regularly scheduled workday ends at no later than 5:00 p.m., is required to work continuously from the beginning of their shift until after 9:00 p.m., or is called back to work after 9:00 p.m., the employee will work until released by their supervisor. This will not exceed a total of sixteen (16) hours. A report will be pulled after each emergency and a list of employees working over fourteen (14) hours will be provided to the General Manager, Director of Operations, Director of Human Resources, PDEA President and the MMCA President. After being released, the employee shall then be given ten (10) hours off before reporting for duty. This ten (10) hours off is for safety reasons and is not waivable by employees. If the ten hours falls into the regularly scheduled workday, Padre Dam will pay the employee for those hours normally worked, and the employee will report for work at the end of the ten hours. If there are less than two (2) hours remaining in that shift, the employee shall be paid for the full shift and return to work at his/her next regular shift. This policy does not apply in an emergency (when the EOC is activated) as defined under the Emergency Response Plan. If an employee does not qualify for the mandatory time off, vacation or CTO will be used to make up the difference in the hours for their shift.
15.1 Compensatory Time Off

Hourly, non-exempt employees may accumulate a maximum of 240 hours of compensatory time off (CTO) for future use, above which any additional overtime will automatically be paid to the employee. The second pay period in May is the cutoff for CTO accrual for annual pay-out. CTO balances will be calculated for payout on the first non-payroll Friday in June. Employees may elect to leave up to 80 hours in their CTO bank. Balance of CTO will be paid to the employee every year or at the time of the employee’s termination.

CTO will be calculated at the employee’s rate of pay in effect at the time the CTO is paid.

Employees may utilize accumulated CTO as leave from work for any purpose, subject to supervisor approval as for any other leave. This approval shall not be unreasonably withheld.

Padre Dam shall provide employees with a statement of the amount of CTO accumulated with every paycheck.

15.2 Positions Exempt from Overtime

Any employee employed in one of the following job classifications shall not be entitled to overtime pay as described in 15 or 15.1 above:

- Communications Coordinator
- Engineer
- GIS/Mapping Coordinator
- Information Systems Technical Specialist (highest level only)
- Sr. Accountant
- Sr. Laboratory Analyst

In recognition of the overtime hours that may be required of these employees, they shall be provided with modified compensatory time off which shall be administered as follows:

1. Annually, after the accrual of eighty (80) hours of unpaid overtime, compensatory time off will accrue at the rate of one hour for one hour, to a total of forty (40) hours.

2. Once the additional forty (40) hours of CTO has been accrued, no additional time will be accrued for that year.

3. CTO earned under this Article will not be available for any payout and is available for time off only. At the end of each fiscal year, any hours remaining in the CTO bank will be eliminated.
ARTICLE 16

AFTER-HOUR DUTY PERSONNEL

Padre Dam provides water, sewer, recycled water and recreational services to its customers. These services are considered necessities of life and, therefore, it is of utmost importance that Padre Dam assures that these services function on a continual basis with little or no disruption of service. To that end, each of these divisions assigns qualified employees to serve as after-hour duty personnel (or standby person). Each division will develop their own manual, specific to their operations to describe the calls that may be received by the standby person and the procedures to be followed while standing duty. None of the terms of the manual shall contradict any portion of this MOU. In the event there is a question between the manual and the MOU, the MOU shall prevail. If an employee does not understand any part of this Manual, he or she is urged to contact the immediate supervisor, or their department head.

16.1 Definition of Standby

Employees in each division who have demonstrated knowledge of Padre Dam policies, procedures and operations shall be authorized to stand duty. Each division shall develop their duty period, including “week” and “hours”. Specifics regarding the duty period shall be outlined in the division Manual. When standing duty, employees shall receive a stipend which amount shall be included in computing any overtime that may be worked during that week. The stipend is in addition to any pay add-ons the employee is otherwise entitled to receive due to their regular work schedule. No employee in any division shall receive more than what has been agreed to in this policy. The amount of the stipend will be specified in the annual Board resolution which establishes classifications and standard rates of pay.

16.2 Use of Padre Dam Vehicle

In developing each division’s manual for standing duty, a determination will be made regarding the need and appropriateness for a District vehicle for the duty personnel. In such instance where it is determined that it is in the overall best interest of the division being served, Padre Dam will provide a vehicle to those duty personnel while on duty. This vehicle is equipped with all the tools necessary to respond to “typical” duty calls. While standing duty, duty personnel may use the vehicle to drive to and from work, make personal errands, etc. In addition, the duty personnel may transport members of his/her immediate family (as defined in Section 16.9 (A) of Standard Practices & Policies) in Padre Dam vehicle so long as those individuals comply with California safety laws and do not accompany the duty person on a District-related call. Employees must comply with all traffic laws while operating District vehicles and must remain sensitive to the public’s perception of them while using Padre Dam vehicle.
If a District vehicle is not available for the duty personnel, employees will be reimbursed for mileage at the standard mileage rate for physically responding to all calls.

16.3 Responding to Duty Calls

When responding to a duty call, standby personnel must use Padre Dam vehicle, have an appropriate Padre Dam/Santee Lakes uniform shirt with them (which shall be worn when making the call) and carry an official Padre Dam/Santee Lakes identification card.

If responding to a duty call between 10:00 P.M. and 5:30 A.M., standby personnel must contact their supervisor or manager so that a modified work schedule can be arranged to ensure the employee gets enough sleep to return to work safely.

16.4 Recording Duty Calls

Should a standby person, other than a Systems Operator standby person, receive a call that can be resolved over the telephone, a minimum of one-half hour shall be reflected on their time sheet. Any telephone call that is taken between 10:00 p.m. and 5:30 a.m. shall be recorded at a minimum of two hours. If more than one call is received within the recorded two hours, subsequent calls will be recorded in one half hour increments.

All duty calls shall reflect the actual amount of time from the time the duty person leaves his/her home to the time of return, but in no event, less than two hours.

Systems Operators standing duty between the hours of 10:00 p.m. and 5:00 a.m. that receive any pages, alarms and/or minor issues that can be quickly resolved over the phone or computer, will record the actual time to resolve the call, but in no event shall it be less than one half hour overtime. Calls, pages or alarms that require a field response by an Operator shall reflect the actual amount of time from the time the Systems Operator leaves his/her home to the time of return, but in no event, less than two hours.

16.5 Qualifications for Standby Duty

Duty personnel shall have knowledge of Padre Dam policies, procedures and operations and be able to adequately satisfy their division supervisor of this knowledge.
A list of qualified employees authorized to serve as after-hour duty personnel shall be prepared and maintained. No duty personnel shall be scheduled to serve more than one week each three weeks. Employees on modified duty will only be allowed to stand duty under certain conditions and with prior approval of the Supervisor and Safety & Risk Manager.

However, duty personnel may volunteer to serve more often if they wish. The list shall be posted on the bulletin board at all applicable locations.

Employees assigned to duty are responsible for coverage for the entire period. However, he or she may arrange for another employee to stand duty either by the hour, day or the week. If any substitution is made (hour, day or week), the appropriate person, as defined in the division procedure manual, must be notified of the individual now standing duty.

16.6 Response Time to Duty Calls

All duty personnel must be prepared to respond to any duty call as defined in the division procedure manual and within the time frame defined in the division procedure manual. “Response to any duty call” may refer to telephone calls, computer alarms, and any other type of call that may be typical for that particular division and as is further defined in the division procedure manual.

16.7 Training

All employees authorized to stand duty shall receive regular training. Most calls that the duty person receives will fall within the scope of their regularly assigned job duties. However, regular training sessions will be held to assure that everyone is aware of all aspects of the potential calls.

16.8 Discipline

Violation of any procedure as defined in the division procedure manual may subject the employee to disciplinary action, up to and including discharge, in accordance with Padre Dam’s discipline policy.

ARTICLE 17

CALL BACK POLICY

Occasionally Padre Dam may be required during emergency or unscheduled situations to call an employee back to work. Any off-duty employee "called back" to work before or after the normal work day will be paid for the actual hours worked at the rate of time and one-half, but in no event less than a minimum of three (3) hours at time and one-half will be paid. Call-back time will not be paid to any employee
scheduled to work holidays if that day is part of their normal work schedule and they work in a department with a 24-hour or 7-day week operation (see Article 22, “Holidays”). If an employee gets multiple calls within the three-hour time frame from the initial call back response, they are not entitled to additional pay.

If an employee is called back to work in the event of an emergency (when the EOC is not activated); the employee will receive time and one-half for those hours. If the emergency work overlaps a normal work schedule, the employee will code the overlapping time as regular hours and keep track of the overlapping overtime using a special MOU OT pay code. This will allow the employee to receive the time and one-half for the hours and have the hours counted towards their regular scheduled 40 hour work week. Only employees called back to work for an emergency may use this code and the Department Head must approve use of the code in order to ensure the code is being used properly. Employees who start their regular shift and are sent to work on an emergency operation are not eligible to use this code.

ARTICLE 18

WORKING OUT OF CLASSIFICATION

To assure the orderly performance and continuity of services, Padre Dam may elect to temporarily upgrade employees on an acting basis to positions of a higher classification that are available due to a vacancy or a leave of absence.

It is not the intent of Padre Dam to circumvent or avoid the normal appointment or promotional process, therefore, Padre Dam agrees that it shall not use temporary upgrading for this purpose. In this same regard, Padre Dam shall make every possible and reasonable effort to fill position vacancies in a most expeditious manner, and to keep the need for such temporary upgrades to a minimum. However, for the purpose of this Article and this MOU, it is understood that whether or not a position vacancy is to be temporarily filled shall be determined by and at the sole discretion of Padre Dam. In this same regard, nothing contained in this Article or this MOU shall be construed or interpreted as requiring Padre Dam to fill a temporary position vacancy.

It is further understood that working out of classification pay is not normally available to employees participating in cross-training or job shadowing. The purpose of cross-training or job shadowing is to provide employees with additional information about a position for which they may wish to attain. In order to provide an employee with a cross-training or job shadowing opportunity, they may be scheduled at irregular time intervals which do not fall within the parameters of this article (such as once a week). It is not the intent of Padre Dam to use cross-training or job shadowing to circumvent or avoid paying working out of classification pay as described in this
article. However, it is agreed that an employee may receive working out of
classification pay while participating in cross-training or job shadowing if they are
actually performing the job duties with little or no direct supervision and they fall
under the other parameters of this section.

Employees shall have the option to refuse temporary upgrading without
prejudice when it is offered.

When employees are temporarily upgraded to acting in a higher classification,
as described above, they shall be eligible to receive temporary upgrading pay for the
total duration of a temporary upgrading assignment, provided that they are upgraded
for at least one (1) work week. The temporary upgrading pay which these employees
shall receive, retroactive to the beginning of their temporary upgrading assignment,
shall be at the same rate as the classification which they are filling.

ARTICLE 19

CLOTHING AND EQUIPMENT

19.1 Uniforms and Coveralls

It is necessary for employees in certain positions to wear uniforms for one or
more of the following reasons: (a) the work causes excess wear and tear on clothing,
(b) identification of employees as members of Padre Dam staff, (c) to project a
professional image, (d) safety, (e) health.

It is mandatory that uniforms selected by Padre Dam be worn by all employees
in positions listed in the following table.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Uniform</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cathodic Protection Program Coordinator</td>
<td>Shirt</td>
</tr>
<tr>
<td>Compliance Administrator</td>
<td>Shirt</td>
</tr>
<tr>
<td>Compliance Specialist</td>
<td>Full</td>
</tr>
<tr>
<td>Const. &amp; Maintenance Crew Supervisors</td>
<td>Shirt</td>
</tr>
<tr>
<td>Construction Equipment Operators</td>
<td>Full</td>
</tr>
<tr>
<td>Construction Inspectors</td>
<td>Shirt</td>
</tr>
<tr>
<td>Distribution Maintenance Manager</td>
<td>Full</td>
</tr>
<tr>
<td>Distribution Maintenance Supervisor</td>
<td>Full</td>
</tr>
<tr>
<td>Distribution Supervisor</td>
<td>Shirt</td>
</tr>
<tr>
<td>Electrician/Instrumentation &amp; Control Technicians</td>
<td>Full</td>
</tr>
<tr>
<td>Electrician/Instrumentation &amp; Control Supervisor</td>
<td>Full</td>
</tr>
<tr>
<td>Equipment Mechanics</td>
<td>Full</td>
</tr>
<tr>
<td>Facilities Maintenance Worker</td>
<td>Full</td>
</tr>
</tbody>
</table>
Facilities Maintenance Specialist: Full
Industrial Code Compliance Specialist: Shirt
Laboratory Analyst: Lab Coat/Full
Laboratory Analyst, Sr.: Lab Coat/Full
Meter Shop Supervisor: Full
Operations Supervisor: Full
Field Services Supervisor: Full
Field Services Technician: Full
Recycled Water Plant Operator: Full
Recycled Water Operations Supervisor: Full
Recycled Water Technician: Full
SCADA Technician/Administrator: Full
Systems Operator: Full
Utility Workers: Full
Warehouse Specialist: Shirt
Warehouse Worker: Shirt
Wastewater Collection Systems Worker: Full
Water Quality Specialist: Shirt
Water Quality Compliance Specialist: Full

Uniform Allowance:

The District provides an allowance that is equal to the actual cost Padre Dam would pay to the uniform rental and laundry service for providing and laundering the designated uniform (pants or shorts), not to exceed $300 per year. Padre Dam will pay the annual allowance in two payments (in July and January of each year) for the subsequent six months. Padre Dam provides uniform shirts to employees required to wear them.

19.2 Care of Clothing

All employees receiving an allowance for uniforms must purchase uniforms that conform to the style and color standards set by the Department Head.

All clothing shall be of a style, material, and color that projects a professional image, and shall be maintained in good condition.

19.3 Shorts and T-Shirts

Employees who are required to wear uniforms shall have the option to wear shorts and t-shirts, subject to department head and General Manager approval. Approval shall be based on safety issues and public image.
19.4 Contribution to PERS

Classic Members - Uniform allowance is reportable to CalPERS provided the uniform is part of a ready substitute for personal attire the employee would otherwise have to acquire and maintain, and specifically excludes items that are solely for personal health and safety. The monetary value for this allowance is as follows:

Full Uniform (shirt & pant) - $15.95 (bi-weekly)
Pant - $9.85 (bi-weekly)
Shirt - $6.10 (bi-weekly)
Lab Coat - $1.46 (bi-weekly)

New Members - This item is not reportable for new members as defined by GC 7522.04(f).

ARTICLE 20

SAFETY

20.1 Working Conditions

Padre Dam agrees to maintain safe and clean working conditions at all work locations as appropriate. Padre Dam will provide adequate heat and ventilation and clean and adequate rest room facilities at all work areas as appropriate.

20.2 Safety Clothing and Equipment

Consistent with existing practices, Padre Dam shall provide to employees appropriate safety clothing, tools, devices and other articles to perform their assignments. All employees shall use and wear all safety equipment and clothing provided and shall be responsible for the reasonable care and proper use of all items furnished.

The allowance for a safety jacket is the actual cost, not to exceed $75 every two (2) years, provided that the employee demonstrates a need to replace the jacket.

Each fiscal year Padre Dam will provide an annual allowance of actual cost not to exceed $250.00 to each employee who elects to wear hard-toe steel safety shoes on the job for foot protection as approved by the Safety & Risk Manager. Full-time Permanent Field Service Technicians may elect to purchase either hard-toe steel safety shoes as defined above or will be provided with an allowance of $75 every six months for walking shoes. Part-time and Temporary Employees will receive a prorata amount for their annual allowance if the position they hold requires them to wear safety shoes; as determined by their department head.
Clear and sunglass safety glasses are provided by Padre Dam. If an employee wears prescription glasses and therefore needs prescription safety glasses, they will be provided to the employee on a rolling 24 month interval. If prescription safety glasses are damaged through normal work and tear, consideration will be given for early replacement; as determined by the Safety & Risk Manager.

20.3 Safe Practices

PDEA agrees that all employees are obligated to conduct themselves in a safe and reasonable manner when executing the performance of their job. PDEA further agrees that it is each employee's responsibility to function in a reasonably prudent manner so as not to injure him/herself or others nor cause damage to District assets.

20.4 Illness & Injury Prevention Program

Padre Dam has created an Illness & Injury Prevention Program as required by federal and state law, and employees will be regularly informed of the program.

20.5 Safety Committee

PDEA shall be entitled to appoint one member to serve on the Safety Committee for a two year term. The Safety Committee serves as an advisory/educational committee only to Padre Dam and does not recommend discipline or write policy.

ARTICLE 21

VACATION

21.1 Accumulation

Vacation days, for full-time employees shall be earned at the following rate, based on years of service:

<table>
<thead>
<tr>
<th>Year</th>
<th>Hours/Pay Period</th>
<th>Days Per Year</th>
<th>Approx. Hours Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-4</td>
<td>3.7</td>
<td>12</td>
<td>96</td>
</tr>
<tr>
<td>5-10</td>
<td>5.24</td>
<td>17</td>
<td>136</td>
</tr>
<tr>
<td>11-14</td>
<td>6.47</td>
<td>21</td>
<td>168</td>
</tr>
<tr>
<td>15-20</td>
<td>6.77</td>
<td>22</td>
<td>176</td>
</tr>
<tr>
<td>21-23+</td>
<td>7.70</td>
<td>25</td>
<td>200</td>
</tr>
</tbody>
</table>
For employees hired before 7-1-98, vacation will continue to accrue as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Hours/Pay Period</th>
<th>Days Per Year</th>
<th>Approx. Hours Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>24</td>
<td>8.01</td>
<td>26</td>
<td>208</td>
</tr>
<tr>
<td>25</td>
<td>8.32</td>
<td>27</td>
<td>216</td>
</tr>
<tr>
<td>26</td>
<td>8.62</td>
<td>28</td>
<td>224</td>
</tr>
<tr>
<td>27</td>
<td>8.93</td>
<td>29</td>
<td>232</td>
</tr>
<tr>
<td>28</td>
<td>9.24</td>
<td>30</td>
<td>240</td>
</tr>
<tr>
<td>29</td>
<td>9.54</td>
<td>31</td>
<td>248</td>
</tr>
<tr>
<td>30+</td>
<td>9.85</td>
<td>32</td>
<td>256</td>
</tr>
</tbody>
</table>

Effective July 1, 2022 and beginning with date of employment, part-time, staff support and seasonal employees will accrue vacation time at the rate of one hour of accrual per thirty (30) hours worked and bi-weekly pay records will reflect current vacation leave accumulation. Maximum accrual for part-time, temporary and seasonal employees is 48 hours.

On an annual basis, employees will be paid for any vacation time over the amount of vacation time that could have been earned for two years. In addition, annually employees may opt to cash out vacation accrual in excess of one year’s accrual, but no less than eight (8) hours.

In the event that employment is terminated for any reason, the earned vacation will be deemed due and payable through the last full day of employment.

Padre Dam considers that an annual vacation is necessary for all employees whether you travel, stay at home, or engage in any other type of activity that takes you away from your daily work environment. For this reason, all employees are encouraged to take at least ten (10) workdays vacation during each year of their employment.

Vacations must be approved in advance by the Supervisor or Department Head to ensure there are no conflicts with District operations and to allow for proper work scheduling.
ARTICLE 22

HOLIDAYS

The following holidays are recognized by Padre Dam for all full-time regular and full-time limited term employees. Permanent part-time employees receive these benefits as described in Article 12.3.

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Independence Day</td>
<td>July 4th</td>
</tr>
<tr>
<td>Labor Day</td>
<td>First Monday in September</td>
</tr>
<tr>
<td>Veteran’s Day</td>
<td>November 11th</td>
</tr>
<tr>
<td>Thanksgiving (16 Hours)</td>
<td>Fourth Thursday &amp; Friday in November</td>
</tr>
<tr>
<td>Christmas Eve (4 Hours)</td>
<td>December 24th</td>
</tr>
<tr>
<td>Christmas</td>
<td>December 25th</td>
</tr>
<tr>
<td>New Year’s Eve (4 Hours)</td>
<td>December 31st</td>
</tr>
<tr>
<td>New Year’s Day</td>
<td>January 1st</td>
</tr>
<tr>
<td>Presidents’ Birthday</td>
<td>Third Monday in February</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Last Monday in May</td>
</tr>
</tbody>
</table>

Holidays falling on a Saturday shall be observed the preceding Friday. Holidays falling on a Sunday shall be observed the following Monday.

Partial Holidays will precede the observed day off for the full Holiday.

Any employee who works in a seven (7) day per week area (i.e., Park, Systems Operators, Water Recycling Facility) and whose normal, regular work schedule includes work on a recognized holiday, shall be provided with one of the following as designated by the employee upon department head approval:

A. One alternate day off on a date designated by the employee within the same work week; or
B. Up to eight (8) hours added to vacation bank; or
C. Up to eight (8) hours paid at straight time. (Non-Exempt Employees Only)

Employees called back to work on an actual holiday noted in this Article shall be paid at the rate of double the employee’s rate of pay in effect for all time worked on the actual holiday. Any employee working a flexible work schedule of more than 8-hour days will be credited with 8 hours of holiday pay. Employees have the option of using vacation or CTO for the additional time off.

Part-time employees: At the time of hire, the department head will indicate the average number of hours per week that the part-time employee will be working which Human Resources will use to determine the pro rata leave accrual rate. At six month intervals, Human Resources staff will review actual hours worked to determine
that an employee’s actual hours reflect the appropriate pro rate leave accrual rate and will adjust employee’s pro rata leave accrual rate up or down as dictated by actual hours worked. Human Resources will not adjust any employee’s accrual rate down who had their hours cut involuntarily.

Temporary employees: Temporary employees receive all paid holidays that occur and result in District offices being closed during the term of their temporary assignment.

22.1 Vacation in Lieu of Holiday

All Full-time permanent and Full-time Limited Term employees will be provided with one day of vacation accrual in the first pay period immediately following Martin Luther King, Jr.’s Birthday (Third Monday in January) and one day of vacation accrual in the first pay period immediately following Columbus Day (Second Monday in October).

ARTICLE 23

LEAVES OF ABSENCE

23.1 Death in the Family

In the event of a death in his/her immediate family, all employees shall be entitled to Bereavement Leave for purposes of attending the funeral or memorial services. During such leave, the District shall provide the employee his/her salary for up to three (24 hours) scheduled work days. If the employee is a part-time, a seasonal or temporary employee, their bereavement leave will be based on up to three shifts. This leave will not be deducted from the employee’s available leave bank. Should additional time be required due to unusual circumstances, an additional two days (16 hours) or two shifts (part-time, seasonal or temporary) may be granted at the discretion of the employee’s department head.

Any employee working a flexible work schedule of more than eight (8) hour days will be credited with eight hours of bereavement leave for each day used. Employees have the option of using sick, vacation or CTO for the additional time off taken.

The employee’s immediate family shall be defined as follows: spouse, parent, stepparent, parent of current spouse, child, stepchild, grandparent, grandchild, brother, sister, or current member of the immediate household. Should an employee request bereavement leave for any other family member, the request shall be considered by the department head and granted on a case-by-case basis. If the death does not fall under the classification of immediate family member, vacation, sick or comp time must be used for any time off.
The District may request that an employee’s request for bereavement leave be supported by satisfactory evidence of death and family relationship.

23.2 Jury Duty

Jury duty is considered an excused absence. An employee summoned for jury duty, examination or subpoenaed to appear in court as a witness for Padre Dam or non-personal related activities shall receive pay for regularly scheduled workdays. Employees are required to submit their jury duty timesheet in order to be paid for jury duty. The jury fee paid for these services shall be endorsed by the employee in favor of Padre Dam less mileage compensation paid the employee for personal car use. In no case shall payment be made for jury duty performed on an employee’s normal day off or for hours in excess of the employee’s regularly scheduled work day. In the event an employee is excused prior to the end of their normal work day, he or she is expected to contact his/her supervisor and return to work or use vacation/comp time for the remainder of the shift. If a scheduled jury duty report time falls later in the day, the same procedures will be followed to account for work hours in the morning.

23.3 Military Leave

A District employee shall have the right to a temporary military leave of absence for reserve duty, not to exceed 180 days. If employed by Padre Dam more than one (1) year, the employee is entitled to receive his salary for the first thirty (30) calendar days of any such absence. If the employee has been employed at least one (1) year, he/she is entitled to the same vacation, sick leave, and other benefits that would have accrued had he/she not been absent.

As stated in the foregoing paragraph, an employee is entitled to receive his/her salary for the first thirty (30) calendar days of a temporary military leave of absence for reserve duty. Should that individual be called to active duty, the same would apply. Active duty beyond thirty (30) days will be compensated by payment of the difference between military compensation and District salary for a period not to exceed 180 days.

In the event that an employee is called to active duty because of a declared state of emergency, the employee will be entitled to receive his/her salary for the first thirty (30) calendar days of such leave, regardless of other military leave taken during the year.

If the active duty of an employee extends beyond the 180 days, the employee shall be entitled to use accrued vacation leave and sick leave respectively, to supplement the difference between the amount of his/her military pay and his/her salary as a District employee.
Unless limited by the insurance carrier, the same group health and dental benefits shall be provided by Padre Dam for up to twelve (12) months of military service following the first thirty (30) calendar days of such military service. Life and long-term disability insurance will terminate at the end of the first thirty (30) calendar days of a temporary military leave.

Vacation and sick leave do not accrue during the absence for military leave that extends beyond thirty (30) days per year.

The reservists must seek reemployment within six (6) months after the termination of his/her active service as provided for in the Military & Veterans Code, Section 395.1(a).

The individual will be returned to the position held at the time of his/her military leave. If that position no longer exists, the individual will be placed in a comparable position.

Employees who participate in military service or military organizations shall be eligible for such benefits as may be established by Federal and State laws or regulations.

23.4 Civic

Any employee unable to attend work due to emergency duty to which he/she has been ordered for necessary civil defense or other civil activities such as Sheriff’s reserve, etc., will not be disciplined for his/her absence from work. Employees may use any accumulated vacation time or CTO for such time off.

23.5 Medical Leave

Employees may request a medical leave of absence only when sufficient sick leave has not been accumulated to cover a period of temporary disability resulting from any illness or physical condition including pregnancy, miscarriage, child birth and recovery therefrom. Medical leaves may be granted, subject to the General Manager’s approval, for a reasonable period of time, not to exceed four (4) months, provided that the combination of sick leave and medical leave does not exceed four (4) months. Employees requesting a medical leave must provide a doctor’s certificate indicating the nature of the illness or physical condition and the period of temporary disability.

No salary or benefits will be paid or accrued during the period of the leave. It is the responsibility of the employee to pay group health, life, dental and long-term disability insurance which are normally paid by Padre Dam. Arrangements should be made to assure that such coverage does not lapse. Seniority rights pertaining to retirement benefits, sick leave and vacation credits will not accrue during the period of leave.
An employee with a work-related injury may be placed on medical leave. There are certain exceptions to the foregoing conditions which are explained in Article 27.6.

Immediate reemployment cannot be guaranteed under a non FMLA/CFRA/PDL medical leave. However, Padre Dam will endeavor to reinstate the employee to his/her original job or to a position of like status and pay without loss of seniority.

NOTE: Employees may request a family care leave under Section 11.13.4 of Standard Practices & Policies Manual. In that instance, employees will be required to follow the policy set forth in Section 11.13.4 for any time requested prior to the commencement of the medical leave. Any family care leave shall run concurrently with any medical leave requested. Pregnancy disability leave will be provided in accordance with Section 11.13.5 of Standard Practices & Policies Manual.

23.5.1 Family Care Leave

Family leave shall be provided in accordance with the provisions mandated by either Federal or State law and as outlined in Section 11.13.4 of Standard Practices & Policies Manual.

23.6 Emergency Leave

Padre Dam may grant a leave of absence without pay for emergency or other necessary conditions but not without due consideration, and only when such requests are thoroughly reviewed and determined to serve the best interest of Padre Dam.

Recommendations that a leave of absence be granted must be made by the employee's Department Head and approved by the General Manager. Approved leaves will be granted for a period not to exceed sixty (60) calendar days. During the period of leave, arrangements must be made by the employee to pay group health, dental, life and long-term disability insurance, which are normally paid by Padre Dam. Seniority rights pertaining to retirement benefits, sick leave and vacation credits will not accrue for the period of the leave.

Immediate reemployment cannot be guaranteed. However, upon return to work, Padre Dam will reinstate the employee to his/her original job or position of like status and pay without loss of seniority.

23.7 Miscellaneous Leaves

23.7.1 Leave Without Pay (LWOP[PD]) at Padre Dam Convenience

Under certain work conditions, it is to Padre Dam's advantage to grant a LWOP[PD] to an employee who is affected by such conditions. Slow up in work load
due to lack of building, and inability to work because of inclement weather, are examples of those work conditions.

If such conditions occur and the employee(s) affected consent to a period of LWOP[PD], the Department Head(s) concerned has the authority to grant such leave, but only when it is for Padre Dam's convenience.

The Time Entry System will reflect the leave status for payroll records. With the exception of PERS, Padre Dam will continue to pay all benefits under this leave policy, including vacation and sick leave accruals.

23.7.2 Leave Without Pay (LWOP[E]) at Employee(s) Convenience

An employee having no vacation or sick leave accumulated may require several hours or days off for an illness or personal business. This need may also occur for an employee who has sick leave or vacation credits but prefers not to use the accumulated hours. Under either of these situations, the Department Head concerned has the authority to grant the LWOP[E] provided that the time off requested is kept to an absolute minimum and does not occur on a regular basis. If time off requested exceeds five (5) working days, it will be necessary to submit a request to the General Manager for a Medical or Emergency leave in accordance with Article 23.5 or 23.6.

Under this LWOP[E] policy, the employee will be required to pay for all fringe benefits on a prorated basis just as he or she is required to do when on Medical or Emergency leave. Vacation and sick leave benefits will not accrue and PERS benefit payments will not be paid. The time entry system shall reflect the leave status for payroll records.

23.7.3 Donation of Unused Sick Leave/Vacation

Employees with unused combined sick leave and vacation balances of more than 172 hours may donate hours in four (4) hour increments to an employee who has exhausted all sick leave and vacation and is out on an approved Family Care or Medical Leave. Those employees donating unused sick leave hours may not allow their combined sick leave and vacation balances to drop below 172 hours as the employee donating the time might need those hours if an accident or illness requires him or her to go out on disability.

The employee receiving donated sick leave/vacation may receive no more than 172 hours or the amount required for the employee to qualify for short-term disability benefits.

Donation of hours will be on an hour-for-hour basis and not a dollar-for-dollar basis.
Those employees donating sick leave with a base of at least 240 hours plus the annual accrual will not have the donated hours considered as “sick leave used” for purposes of the annual sick leave payout. If, by the date for the annual sick leave payout, the donation, usage and payout reduces the sick leave accrued below 240 hours, the employee will only be eligible for any of the remaining unused sick leave hours above the minimum 240 hours but in no case more than what was earned since the last annual payout as described in Article 25.1(c).

ARTICLE 24

RETIREMENT

Employees are eligible to retire from Padre Dam with full retirement benefits after the age of 50 with no less than five (5) years of service and whose age combined with years of service with Padre Dam equals 65 or more. “Full retirement benefits” include: (1) Picture of the Padre Dam; (2) check for $250; (3) in-house reception or party for the retiree and family, which shall be scheduled at a time determined by the Department Head if the party is on a weekday. Padre Dam will contribute an amount up to $500 for the reception/party, as determined by the General Manager or designee; (4) resolution from the Board of Directors; and (5) other benefits as described in Article 24.3 if eligible. In addition, employees may be eligible for insurance benefits as described in Articles 27.11, 27.12 and 27.13 and sick leave payout as described in Article 25.

24.1 Public Employee’s Retirement System

24.1.1 Membership. Padre Dam is a member of the Public Employee’s Retirement System of the State of California and membership is compulsory for all employees except those specifically excluded. Exclusions include: (1) special contract exclusions; (2) employees who work less than half time; (3) employees who work half time or more but who will work six months or less; and (4) temporary or seasonal full-time employees who will work six months or less.

24.1.2 Service Retirement. For employees hired before June 26, 2010, the basic benefit will be three percent (3%) of “final compensation” for each year of credited service upon retirement at age 60. For employees hired between June 26, 2010, and December 31, 2012, and for classic members hired after January 1st, 2013, the basic benefit will be two and one-half percent (2.5%) of “final compensation” for each year of credited service upon retirement at age 55. For employees, (new CalPERS members) hired on or after January 1st, 2013, the basic benefit will be two percent (2%) of final compensation for each year of credited service upon retirement at age 62. Benefits from the State system will be coordinated with benefits from Social Security.
24.1.3 Disability Retirement. An employee becoming disabled to the extent that he/she is incapable of performing his/her duties shall be eligible for disability retirement provided he/she has at least five (5) years of service. Details on disability retirements may be received by contacting CalPERS Member Services Division.

24.1.4 CalPERS Death Benefits.

Under the District’s Contract with CalPERS, an employee’s beneficiary (or estate) will receive death benefits from CalPERS depending on the election. CalPERS may be contacted for detailed information on the benefits.

24.1.5 Termination of Employment. Upon termination of employment, an employee with five (5) or more years of service may either leave his/her contributions with the System and receive, upon attaining retirement age, the retirement benefit he/she has earned, or he/she may withdraw his/her contributions (plus interest), thus terminating his/her membership in the System and receiving no retirement benefits. Except: (1) A member with less than five (5) years of service shall not have the privilege of leaving his/her contributions with the System, but shall automatically have his/her contributions plus interest, refunded upon termination of employment, and (2) A member who is transferring to employment with another agency which is covered under the System shall not have the right to withdraw his/her accumulated contributions.

24.1.6 Contributions. Each employee is required by CalPERS to contribute eight percent (8%) of the employee’s gross salary, exclusive of overtime minus $133.33.

All employees hired after January 1, 2013, that are classified as “new members” are required to pay 50% of the expected normal cost rounded to the nearest one quarter of a percent as their contribution. The normal cost is determined on an annual basis by CalPERS and is determined through an actuarial valuation of the plan.

Padre Dam also contributes additional sums (employer costs) toward the cost of the PERS benefits. In addition, Padre Dam bears the entire cost of prior service benefits. All District contribution rates are established and are subject to revision by the Board of Administration of CalPERS.

24.1.7 Military Service Credit as Public Service. Employees may elect to purchase up to four years of service credit for any continuous active military or merchant marine service prior to employment with Padre Dam. Interested employees may obtain cost information by contacting PERS Member Service Division. At the employee’s direction, payments may be made by payroll withholding.
24.2 Federal Social Security

Social Security Insurance (OASI) is required by law for every District employee under an arrangement with the State of California Public Employee’s Retirement System and the Federal Insurance Contribution Act. Costs are shared equally between Padre Dam and employees. The amount paid by the employee is the prevailing rate as prescribed by federal law.

24.3 Other Benefits

Retirees from Padre Dam may participate in established social functions of Padre Dam on the same basis as active employees. Retirees from Padre Dam may also utilize the recreational facilities of the Santee Lakes Recreation Preserve on the same basis as active employees. Park entry fees will be waived for District retirees and their immediate families. The fishing fee will be waived for District retirees only.

ARTICLE 25

SICK LEAVE

25.1 Accumulation

Beginning with the date of employment, for permanent and full-time limited term employees; sick leave at 3.70 hours per pay period shall be credited to the employee and bi-weekly pay records will reflect current sick leave accumulation.

Effective July 1, 2022 and beginning with date of employment, part-time, temporary, staff support and seasonal employees accrue sick leave at the rate of one hour of sick leave per thirty (30) hours worked and bi-weekly pay records will reflect current sick leave accumulation. Maximum accrual for part-time, temporary and seasonal employees is 48 hours.

An employee with no sick leave credit shall not receive compensation for days not worked.

Compensation for accumulated sick leave will be paid for as follows: Employees hired before July 1, 2012: Employees on Padre Dam’s payroll before July 1, 2012, will be eligible to receive sixty percent (60%) of their unused sick leave up to a maximum of the hours banked as of July 1, 2012, or 240 hours, whichever is greater at the time of retirement. Human Resources maintains a list of hours banked as of July 1, 2012.

Example A: If, on July 1, 2012, an employee has 145 hours banked, the employee will be eligible to receive 60% of the total hours banked up to 240 hours at time of retirement.
Example B: If, on July 1, 2012, an employee has 430 hours banked, the employee will be locked into that maximum and will be eligible to receive 60% of the total hours banked up to 430 hours at time of retirement.

An employee hired by June 30, 2012, will be paid an additional one percent (1%) per year for each full year worked after 20 years of continuous service.

If the employee has a minimum accumulation of 240 hours (30 days) of unused sick leave, and if the employee so requests, he/she shall be paid annually, for any unused sick leave earned since the last annual payout.

Employees hired on or after July 1, 2012: Employees on Padre Dam’s payroll as of July 1, 2012 or after will be eligible to receive sixty percent (60%) of their unused sick leave up to a maximum of 240 hours upon retirement.

If he or she has a minimum accumulation of 240 hours (30 days) of unused sick leave, and if the employee so requests, he/she shall be paid annually, for any unused sick leave earned since the last annual payout up to a maximum of forty (40) hours.

25.2 Uses

Sick leave may be used for the diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee’s eligible family member or for an employee who is a victim of domestic violence, sexual assault, or stalking, for the purposes described in subdivision (c) of Labor Code section 230 and subdivision (a) of Labor Code 230.1 (including to seek medical attention, counseling, social services, or obtain any court relief). “Family member” means any of the following: a child, meaning a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis (this definition of a child is applicable regardless of age or dependency status). A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner, a grandparent; a grandchild; or a sibling,

In accordance with Padre Dam values, employees should use sick leave in a responsible manner. Written proof of illness may be required for absences exceeding three (3) consecutive work days, or for suspected sick leave abuse. Sick leave abuse could also result in referral to the Employee Assistance Program or disciplinary action up to and including termination. If sick leave abuse is suspected, the employee will be notified that he/she will be required to bring in a doctor’s statement for future absences.
Approved sick leave must be recorded as such within the time entry system. Padre Dam will not compensate employees for absences which are covered by Workers' Compensation payments, except to the extent employees are allowed to use their accrued leave to make up the difference between these payments and the employee's regular bi-weekly salary.

Social Security taxes will be withheld when sick leave is used for any purpose. Only when an employee is absent from work due to illness for more than six months will sick leave become exempt from Social Security tax withholding.

ARTICLE 26

ANTI-DISCRIMINATION CLAUSES

26.1 Equal Employment Opportunity

Padre Dam and PDEA believe that all persons are entitled to equal employment opportunity and do not discriminate against its employees or applicants because of race, color, religion, sex, sexual orientation, gender identity, pregnancy, national origin, ancestry, age, marital status, physical or mental disability or medical condition. Equal employment opportunity will be extended to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall and termination.

26.2 Americans with Disabilities Act

Padre Dam and PDEA recognize that the Americans with Disabilities Act has been adopted by the Federal Government requiring compliance with the Act in July 1992. Both parties agree to fully comply with the Act and all obligations required thereunder.

ARTICLE 27

INSURANCE

27.1 Group Health Insurance

Full-time regular employees and dependents and/or domestic partners (as defined by California Family Code §297) are covered by a group health insurance plan. Eligibility for participation begins on the first of the calendar month following commencement of regular employment with Padre Dam. "Dependents" means any child under the age of 26 whether they are married or unmarried, live with the parent or not, regardless of earnings level or full-time student status or are claimed on the employee's tax return in accordance with Federal law.
An employee may choose to be covered under any insurance program offered by Padre Dam. If an employee would like group health insurance, the employee must select a health insurance plan prior to the end of his/her eligibility period.

Cost Sharing is as follows:

<table>
<thead>
<tr>
<th></th>
<th>HMO</th>
<th>PPO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>Employee Pays 0%</td>
<td>Employee Pays difference between PPO and Kaiser HMO Rate</td>
</tr>
<tr>
<td>Employee + One Dependent</td>
<td>Employee Pays 10%</td>
<td>Employee Pays difference between PPO and Kaiser HMO Rate + 10% for dependents</td>
</tr>
<tr>
<td>Employee + Family</td>
<td>Employee Pays 10%</td>
<td>Employee Pays difference between PPO and Kaiser HMO Rate + 10% for dependents</td>
</tr>
</tbody>
</table>

Anyone who retires after July 1, 2007, under Article 27.11.2 and enrolled in the PPO plan after July 1, 2008, shall pay the same amount as active employees.

Details of all plans are explained in the annual Employee Benefit Information Guide (BIG) which is provided to each employee during open enrollment every year. Employees are encouraged to review all options before his/her decision is made.

It is mandatory that each employee notify the Human Resources Department whenever any additions or deletions occur in his/her dependent status.

Active full-time employees and their dependent spouses age 65 or older have the option of selecting either Padre Dam's group health plan(s) (on the same conditions offered to employees under age 65) or Medicare as primary coverage. Employees will be notified at least 30 days prior to their 65th birthday and selection must be exercised in writing at that time.

November of each year is designated as an "open enrollment" period. It is only during this period that an employee may elect to change his/her coverage from one plan to the other. Any changes made during this period will become effective on January 1st of the following year. Employees electing domestic partner coverage must comply with the requirements of California Family Code §297. Padre Dam retains the right to require verification of the relationship.

27.1.1 Maintenance of Health Insurance Benefits. The District will ensure that the medical and dental benefits are maintained as is. This includes plan content, design, and co-pays. If advised by our insurance carriers that a change is required; or if requested by employees; parties agree to bring the Benefits Task Force Lateral together; including members of PDEA and Management, to consider recommended revisions. The Benefits Task Force Lateral will make recommendations to the District and the PDEA for their consideration during the associated meet and confer to address revisions to the Health Insurance Benefits.
In the event the State and/or Federal Government implements a healthcare system which requires employer and/or employee contributions and which provides healthcare services which would duplicate, conflict with, or overlap with all, or a portion of, the healthcare benefits provided under this MOU, the parties agree to reopen for meet and confer the affected provisions of this MOU to address implementation of the new State and/or Federal healthcare system. If during the term of the MOU, Federal or State laws or regulations will impose a tax, fee or penalty on the District based on the level of healthcare benefits provided to employee’s (commonly referred to as the “Cadillac Tax”), the parties agree to reopen for meet and confer the healthcare benefits provided by the District prior to the application of the tax, fee or penalty.

27.2 Waiving Health Coverage

Every year at open enrollment, employees may choose to waive coverage of health insurance; upon completion of a waiver proving other ACA eligible coverage is available. Padre Dam and the employee will evenly share in the savings. The cost savings will be paid out monthly via payroll. Employees may re-enroll in health insurance upon a change of status or during open enrollment.

In the event of an emergency, employees may reinstate family members prior to open enrollment. “Emergency” is defined as loss of coverage for any reason.

27.3 Group Life Insurance

Full-time regular employees and their eligible dependents are covered by a group life insurance program paid for by Padre Dam. Eligibility begins on the first of the calendar month following hire date. Benefits are as follows:

Active Employees - Life and AD&D (Accidental Death and Dismemberment) benefits equal to 1-1/2 times basic annual salary with a maximum of $250,000. Minimum Life and AD&D benefit payable is $20,000. Coverage reduces to 50 percent at age 70.

Retired Employees - Life and AD&D benefits are provided at 75 percent of pre-retirement salary with a maximum of $120,000.

Dependents - $5,000 Life insurance is provided for one or more dependents. “Dependents” includes spouse or domestic partner (as defined by California Family Code §297) and dependent children, six months to age 26. Dependent children from birth to six months (per insurance regulations) are covered at $500. Dependent coverage will continue until employee benefits are no longer in effect or dependent reaches age 26; whichever is sooner.
27.4 **Disability Insurance**

Full-time regular employees are covered by a short-term disability program that is partially paid for by Padre Dam. When a disability occurs, an employee must use sick leave and/or vacation leave to cover the 1st thirty (30) days of leave. From day 31 through day 90, Padre Dam will pay benefits based upon 66-2/3 percent of basic salary. Employees may offset the difference in their regular salary with sick leave and/or vacation time once sick leave is exhausted.

Full-time regular employees are also covered by a long-term disability program paid for by Padre Dam. Eligibility begins following 30 days of continuous employment with Padre Dam but benefits are not payable until the 91st day of disability. Monthly benefits are based upon 66-2/3 percent of basic salary up to a maximum of $7,000 per month (Social Security benefits integrated). Benefits are payable from the 91st day of accident or sickness until age 64-70 dependent on commencement date of total disability.

Additional benefits and details of the plan will be provided to each employee when eligibility period has been satisfied.

27.5 **Worker’s Compensation Insurance**

Any employee injured on the job will be entitled to benefits under Padre Dam’s Workers’ Compensation Insurance coverage. Coverage begins with the fourth (4th) calendar day off the job and continues until the employee is considered able to return to work. The first week is paid if the employee is hospitalized overnight or cannot work for more than 14 days.

Sick leave may be used for time off work due to a work-related injury or illness. The first day off work is the next regular work day immediately following the day the injury/illness occurs. Time paid to go to Worker’s Compensation doctor appointments; physical therapy, etc. shall not be counted towards overtime, except for the day of the injury.

If workers’ compensation benefits are paid for each day off work, sick leave will be reduced so that the combination of benefits received will not exceed the employee’s established rate of pay.

When an employee’s sick leave balance is completely utilized, vacation credits may be used.

Padre Dam will coordinate workers’ compensation benefits with sick leave/vacation benefits if the employee so elects. In addition, an employee may elect to coordinate the workers’ compensation benefits with their compensatory time.
off account. An employee elects to coordinate benefits if he/she takes sick leave or vacation. Payments received from workers’ compensation benefits will be coordinated with an employee’s sick leave accruals. To elect not to coordinate benefits, the employee must be on a Medical Leave without pay, in accordance with Article 23.5.

If an employee elects, or is unable to coordinate accumulated sick leave/vacation credits with workers' compensation benefits, Padre Dam will continue to pay group health, life, dental and long-term disability insurance for a work related injury for a period of 90 days. Such period shall begin with the first day off work. Seniority rights pertaining to retirement benefits will not accrue during the period that full compensation is not received. Sick leave and vacation credits will continue to accrue for the 90 day calendar period. An employee receiving only workers' compensation benefits will be placed on Medical Leave in accordance with Section 23, except for the foregoing condition. CalPERS benefits will accrue at a reduced rate if the employee is unable to coordinate accumulated sick leave/vacation credits with workers compensation benefits.

Under no condition shall the compensation of benefits provided by workers’ compensation, sick leave or vacation exceed the normal pay an employee could earn while working.

It is each employee's responsibility to report immediately to his/her supervisor any injuries, regardless of severity, and to complete an injury report.

27.6 Unemployment Insurance

Unemployment Insurance is provided by the State of California’s Employment Development Department. To apply for benefits or to determine eligibility, employees should contact their nearest Employment Development Department office.

27.7 Cancer/Accident Insurance

A voluntary group cancer/accident insurance plan paid for by the employee is available at the employee's option. Information about this plan can be found in the Benefits Information Guide (BIG) provided to employees each year at open enrollment.

27.8 Dental Insurance

Full-time regular employees and their eligible dependents are covered under a dental plan which is fully paid for by Padre Dam. Eligibility for participation begins on the first of the calendar month following hire date.
It is mandatory that each employee notify the Human Resources Department whenever any change occurs in his/her dependent status.

27.9 Section 125 Reimbursement Plan

Full-time regular employees may elect annually to set aside pre-tax dollars for reimbursement of unpaid medical costs and for dependent care reimbursement.

27.10 Insurance Benefits for Retirees

27.10.1 Retiree Medical Benefits for District Employees Hired Before August 27, 2002 (Tier 1)

Employees hired before August 27, 2002 shall have the option of retiring under either:

A. With fully paid medical benefits for themselves and their spouses or domestic partners (as defined by California Family Code §297) if they are at least 50 years of age and have at least five years of service with Padre Dam, and their age plus years of service equal 65 OR

B. The employee may opt into Tier 2.

Health insurance coverage for the retiree employee and his/her spouse/domestic partner (as defined by California Family Code §297) will be coordinated with Medicare and other benefits provided by federal and state law, and will be reduced when retiree employee and/or his/her spouse/domestic partner (as defined by California Family Code §297) qualifies for those benefits. Retirees will be reimbursed for Medicare Part B at the “standard” premium and not on the income adjusted portion. In addition, retirees will not be reimbursed for any Medicare Part D premium.

27.10.2 Retiree Medical Benefits for District Employees Hired After August 27, 2002 and before August 8, 2006. (Tier 2)

For all employees hired after August 27, 2002, Padre Dam will continue to pay premiums upon existing life insurance and health insurance provided for District employees, and at the same percentage as paid for District employees, for any employee and his/her spouse/domestic partner (as defined by California Family Code §297) who has voluntarily retired from Padre Dam and meets the following age and years of service requirements:
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<thead>
<tr>
<th>Age</th>
<th>Minimum Years of Service</th>
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<tr>
<td>50</td>
<td>20</td>
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<td>51</td>
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<td>54</td>
<td>16</td>
</tr>
<tr>
<td>55 and older</td>
<td>15</td>
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</tbody>
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Any employee who voluntarily retires from Padre Dam and does not meet the above age and years of service requirements may optionally purchase health insurance based on the following formula:

<table>
<thead>
<tr>
<th>Age</th>
<th>Years of Service</th>
<th>Retiree Pays</th>
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</thead>
<tbody>
<tr>
<td>50</td>
<td>19</td>
<td>10% of Monthly Premium</td>
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<tr>
<td>50</td>
<td>18</td>
<td>15% of Monthly Premium</td>
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<tr>
<td>50</td>
<td>17</td>
<td>20% of Monthly Premium</td>
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<tr>
<td>50</td>
<td>16</td>
<td>25% of Monthly Premium</td>
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<tr>
<td>50</td>
<td>15</td>
<td>30% of Monthly Premium</td>
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<td>30% of Monthly Premium</td>
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<td>11</td>
<td>25% of Monthly Premium</td>
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<td>12</td>
<td>20% of Monthly Premium</td>
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<tr>
<td>55</td>
<td>13</td>
<td>15% of Monthly Premium</td>
</tr>
<tr>
<td>55 and older</td>
<td>14</td>
<td>10% of Monthly Premium</td>
</tr>
</tbody>
</table>

The amount the retiree is required to pay is the percentage listed under “Retiree Pays”, in addition to the contribution required based on the same percentage that current District employees pay.

Retirees under this section may purchase dental and vision (if available) insurance at 100% of the premium cost to Padre Dam. Retirees must pay their share of the monthly premiums at least on a quarterly basis. It is the responsibility of the retiree to pay their obligation on a timely basis. No statements will be sent from Padre Dam to the retiree reminding him/her of the obligation. Any monies not received by the 15th of the month in which the payment is due will disqualify the retiree from continuing the dental and/or vision insurance and may not be reinstated in the future.

Health insurance coverage for the retiree employee and his/her spouse/domestic partner (as defined by California Family Code §297) will be coordinated with Medicare and other benefits provided by federal and state law, and will be reduced when retiree employee and/or his/her spouse/domestic partner (as defined by
California Family Code §297) qualifies for those benefits. Retirees will be reimbursed for Medicare Part B at the “standard” premium and not on the income adjusted portion. In addition, retirees will not be reimbursed for any Medicare Part D premium.

27.10.3. **Retiree Medical Benefits for Padre Dam Employees Hired After August 8, 2006.** (Tier 3)

Option 1: For all employees hired after August 8, 2006, Padre Dam will contribute up to $600 per month toward the existing health insurance program provided for Padre Dam employees, and paid by Padre Dam toward current employee health insurance, as it may be amended by meet and confer, for both the employee and his/her spouse/domestic partner (as defined by California Family Code §297), at time of retirement, based on the following schedule. Retirees must pay their share of the monthly premiums at least on a quarterly basis. It is the responsibility of the retiree to pay their obligation on a timely basis. No statements will be sent from Padre Dam to the retiree reminding him/her of the obligation. Any monies not received by the 15th of the month in which the payment is due will disqualify the retiree from continuing the medical benefits and may not be reinstated in the future.

This applies to employees who voluntarily retire, based on the following age and years of service requirements:

<table>
<thead>
<tr>
<th>Age</th>
<th>Minimum Years of Service</th>
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<tr>
<td>50</td>
<td>20</td>
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<td>54</td>
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<tr>
<td>55 and older</td>
<td>15</td>
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</table>

Option 2: For those employees who reach the age of 60 prior to voluntarily retiring, with at least 15 years of service with Padre Dam, Padre Dam will contribute on behalf of the retiree and spouse or surviving spouse/domestic partner up to the maximum paid for the highest cost HMO Plan.

Said payments for retiree and spouse/domestic partner (as defined by California Family Code §297) shall cease upon the retiree becoming Medicare eligible, regardless of the age of the spouse/domestic partner (as defined by California Family Code §297).

In Tier 3, If an employee does not have fifteen (15) years of service with Padre Dam upon retirement, there are no retiree medical benefits.

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*No changes may be made to this document without written approval from PDEA and PDMWD*
Surviving Spouse Benefit: If a retiree dies between ages 55 and Medicare eligibility, the surviving spouse/domestic partner (as defined by California Family Code §297) will continue to receive up to $300 per month for payment of healthcare insurance until reaching Medicare eligibility or for a maximum of 10 years, whichever occurs first under the same conditions as defined above, at which time all coverage shall cease.

Retirees under this section may purchase dental and vision (if available) insurance at 100% of the premium cost to the District. Retirees must pay their share of the monthly premiums at least on a quarterly basis. It is the responsibility of the retiree to pay their obligation on a timely basis. No statements will be sent from the District to the retiree reminding him/her of the obligation. Any monies not received by the 15th of the month in which the payment is due will disqualify the retiree from continuing the dental and/or vision insurance and may not be reinstated in the future.

27.11 Insurance Benefits for Spouses or Domestic Partners of Retired Employees

Padre Dam will continue to pay, after retirement of an employee, under the same terms and conditions set forth in Article 27.11, the premiums upon existing health insurance provided the spouses or domestic partners of said employees at the time of retirement.

Health insurance coverage for the spouse or domestic partner of a Padre Dam retiree will be coordinated with Medicare and other benefits provided by federal and state law, and will thereby be reduced when the spouse or domestic partner qualifies for those benefits.

Upon the death of a Padre Dam retiree, health insurance coverage for the spouse or domestic partner will be continued, provided the spouse or domestic partner keeps Padre Dam informed of his/her name, address and marital status. In the event such spouse or domestic partner remarries, his or her eligibility for such coverage ceases immediately and shall be terminated. This section is subject to the limitations defined in Article 27.11.3.

As used herein, "spouse" shall mean the spouse of the employee at the time of the employee's retirement and "domestic partner" shall mean those individuals as defined by California Family Code §297 at the time of the employee's retirement.

The surviving spouse or domestic partner of an employee who dies prior to retiring and who has met the terms and conditions necessary for retirement and health coverage provided in Article 27.11 and 27.12, respectively, shall be provided the same coverage for the surviving spouses or domestic partner's lifetime as though the death had occurred after retirement of the employee, subject to the limitations defined in Section 27.11.3.
27.12 Insurance Benefits for Dependents (Tier 2 & 3)

Employees who retire after August 27, 2002 may, at the time of retirement, purchase health, dental and vision (if available) insurance for any additional dependents at the same premium which Padre Dam pays its providers. Retirees must pay the monthly premiums at least on a quarterly basis. It is the responsibility of the retiree to pay the premiums on a timely basis. No statements will be sent from Padre Dam to the retiree reminding him/her of the obligation. Any premium not received by the 15th of the month in which the payment is due will disqualify the retiree from continuing the dependent insurance and may not be reinstated in the future.

Upon the death of a retired employee, health, dental and vision (if available) insurance coverage for the dependents will be continued, under the same terms and conditions allowed by the insurance provider, provided the dependents keep Padre Dam informed of his/her name, address and dependent status and meet the obligations set forth above. In the event other coverage is available to dependents due to the remarriage of the surviving parent, his or her eligibility for such coverage ceases immediately and shall be terminated.

As used herein, "dependent" shall mean the dependent children (as defined by the insurance provider) of the employee at the time of the employee’s retirement.

The dependents of an employee who dies prior to retiring and who has met the terms and conditions necessary for retirement and health coverage provided in Article 27.11 and 27.12, respectively, shall be provided the same coverage for the dependent as though the death had occurred after retirement of the employee. The terms and conditions provided in Article 27.11 shall apply to the dependents.

27.13 Insurance Benefits for Out of Area Retirees

Should a retiree or surviving spouse/domestic partner of a retiree move outside the service area of any insurance plan offered by Padre Dam, Padre Dam will reimburse the retiree or surviving spouse/domestic partner, upon proof of insurance and premium payment, up to the maximum paid for the highest cost HMO Plan for non-Medicare eligible recipients or the highest cost Medicare Supplement Plan or Medicare eligible recipients, whichever of these two plans is higher. This Article is subject to the limitations contained in Article 27.11.3.

27.14 Voluntary Elimination of Retiree Coverage

Retirees who reside out of the state of California, and are unable to utilize benefits under the coverage programs of the District may waive all coverage under those benefits. The District and the retiree will evenly share in any resulting premium cost savings to the District. The savings will be distributed quarterly, and will be taxable to the retiree. If the retiree returns to the area and desires to be
reinstated to a program offered by Padre Dam, they will be reinstated so long as the insurance company allows the reinstatement. If the insurance company does not allow reinstatement, the retiree may purchase insurance and be reimbursed by Padre Dam as provided in Article 27.14.

27.15 Continuation of Coverage

Upon expiration of current insurance policies, Padre Dam shall have the right to select different insurance carriers. Padre Dam agrees to meet and confer with PDEA and affected employees prior to any changes in coverage.

ARTICLE 28

EMPLOYEE ASSISTANCE PROGRAM

Full-time regular employees and their dependents are covered by an Employee Assistance Program paid for by Padre Dam. This program is available to assist employees who are experiencing personal problems which may be affecting their job performance. This program is available on a self-referral basis.

ARTICLE 29

PERSONNEL FILES

Each employee shall, during normal business hours, and upon reasonable advance notice, have the right to review and inspect his/her own personnel file in the Human Resources Department. The employee shall retain the right to respond in writing to any item placed in his/her personnel file and have that response made a permanent part of said file. In addition, should any employee so request, one copy will be made available to the employee of any document which the employee has signed. The employee may also, at his/her own expense, copy any other item from his/her personnel file.

The only other persons permitted to have access to the contents of the employee’s personnel file are a designated representative of the employee having the employee’s signed authorization, Padre Dam’s authorized staff, and any persons so designated in a court issued subpoena duces tecum.

Employees shall receive a copy of any disciplinary action or adverse material related to job performance which is placed in an employee’s personnel file at the same time that it is placed in the personnel file.
ARTICLE 30

EMPLOYEE TRAVEL

Employees are eligible for reimbursement for travel/expenses incurred by employees on behalf of Padre Dam. Prior approval must be obtained from the General Manager, or designee, prior to incurring such expenses. Padre Dam Standard Practices and Policies Manual contains details of allowable expenses and instructions for completing expense/travel forms.

ARTICLE 31

VEHICLE USE

When a District vehicle is not available for use by an employee engaged in District business, permission for use of a privately owned vehicle may be obtained from the appropriate supervisor. Reimbursement to the employee will be paid at the prevailing rate per mile as established by Standard Practices Section 11.7.12.4(D), upon completion of time entry) or an approved expense report.

31.1 Insurability

Certain District positions require possession of a valid California driver’s license. Details of these requirements are found in Standard Practices & Policies, Section 11.15.2, “District Vehicles.”

ARTICLE 32

WAGES AND SALARY

32.1 Paydays

All employees will be paid bi-weekly on Friday, except when these dates fall on a holiday, at which time payment is on the preceding business day. The bi-weekly payroll covers work performed during the two weeks ended on the preceding Friday.

32.2 Salary Adjustments

On the first pay period of each fiscal year covered by this agreement, all employees shall have their wages adjusted by 3.25%. The entire salary range for each position on the job classification schedule will also be adjusted each year of the contract as described herein.

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No changes may be made to this document without written approval from PDEA and PDMWD
32.3 Y-Rating Defined

Y-rating is defined as a cap on an individual’s salary/wages, with the employee ineligible for salary adjustments as described in Article 32.2 above. Any employee y-rated as a result of reorganization, salary survey or transfer to a new job classification will remain y-rated until the salary range equals or exceeds the current rate of pay, or the employee promotes into a higher paid position. At that time the employee will be eligible for future salary adjustments. Should a salary adjustment result in the removal of the y-rating, the employee will receive any portion of the salary adjustment which would bring the employee up to the maximum rate of pay for the salary range.

The following situations may create the use of y-rating:

Reorganization - When a new job specification is written and approved for an individual’s current job position, and a market salary has been determined for the new description, an employee may be y-rated due to salary variance. The employee will have the option of taking a decrease in pay or being y-rated as defined above.

Salary Survey - Should the results of a salary survey indicate a lower salary range for an existing job classification, and an individual within that job classification is paid more than the maximum, the employee will be y-rated.

Transfer to a New Job Classification - Should an individual request to transfer to a new job classification that has a lower salary grade, the employee will have the option of taking a decrease in pay or being y-rated as defined above.

Discipline - In the event that the outcome of a discipline process determines that the freezing of an individual’s salary is appropriate, that individual’s salary will be considered y-rated.

32.4 Payroll Deductions

Payroll deductions may be authorized by an employee for purposes approved by Padre Dam. Payroll reductions may be authorized for employees who elect participation in the deferred compensation plan and the Section 125 Reimbursement Plan of Padre Dam or any other approved salary reduction program.

32.5 Salary Verification

Padre Dam will not provide individual employee salary information unless required to do so by law or if an employee so authorizes in writing.
32.6 Performance Rating/Salary Review

Employees will be reviewed at least annually on their review date. Reviews are to be based upon two components: (1) specific job standards created in each department by Laterals or labor-management representatives; and (2) actions in accordance with District Mission, Vision and Values. Employees may receive increases based upon meeting these components.

Any salary changes will be effective on the beginning of the pay period that the review due date falls in.

32.7 Compensation Policy

The purpose of Padre Dam’s personnel classification and compensation system is to support the recruitment, motivation and retention of highly qualified and productive employees and to reward activities that are positive in nature, cost effective and provide a high level of service to Padre Dam’s customers and service recipients.

The classification system reflects meaningful and measurable differences in the type, level of work performed and market compensation.

Pay grade maximums are to be approximately the 65th percentile of the average of the top of the salary ranges paid to positions in the relevant labor market as reported in salary survey results. Pay range minimums and maximums are to be established from those survey results. “Relevant labor market” will be defined prior to conducting salary surveys.

As it is one of the goals of Padre Dam’s compensation system to recruit highly qualified and productive individuals, new employees may be hired at a rate of pay that does not exceed the midpoint of the designated salary range for that classification. The hiring rate should be the minimum of the range for minimally acceptable qualified individuals. Individuals whose qualifications exceed the minimum may be appointed at a rate above the minimum, up to the midpoint, subject to the approval of the General Manager, or his designee.

Part-time employees at Santee Lakes, hired after July 1, 2022 shall be paid a minimum of $.50 above minimum wage per hour.

Merit increases are considered by the Department Head each year on the employee’s evaluation date. All merit increases are subject to final approval by the General Manager. Employees may earn a merit increase based on their individual performance. Merit increases are awarded as follows:
Needs Improvement  0% Merit Increase  
Meets Expectations  1-3% Merit Increase  
Exceeds Expectations  3-4% Merit Increase  

In lieu of a merit increase, employees at the top of their salary range may receive a non-persable lump sum annual bonus based on performance and at Management’s discretion.

32.8 Reclassification

An employee may be reclassified to a higher classification only upon evidence that he or she meets the requirements for the position and provided a vacancy and need exists in the higher classification.

Any reclassification resulting in a salary increase would change an employee’s anniversary date for merit increases and performance evaluations to the date of the reclassification.

32.9 Filling Vacancies

All new positions and vacancies will be posted so that all employees who wish to upgrade to fill such vacancies may submit an application for consideration. Any District employee who feels qualified for the open position may submit an application. It is the desire of Padre Dam to fill all new positions and vacancies with the most qualified individual available. Padre Dam, when making a selection to fill a vacancy, will include in its consideration the employee’s work history and knowledge of Padre Dam. Each District employee submitting a request to be considered will compete with outside applicants for job openings if the District determines it necessary to post positions to outside. District employees will be assured access to the entire recruitment process including testing and interviewing. Should a District employee not be selected for the position, the employee will be offered suggestions for further professional development to prepare for the next promotional opportunity.

If an employee is currently in a Limited Term Position and a permanent position for the same job becomes available, it will be at the discretion of the Department Head to determine if that employee meets the requirements for the permanent position. If there is only one limited term position and one permanent position, the Department Head can make the decision to promote the limited term employee without holding a full recruitment. If there is more than one limited term position for one permanent position, a full recruitment must be held to determine the most qualified person to fill the position.

Advancement through “job families” (broad classifications), may be handled as part of the annual performance review process and may not require posting of the opening. Advancement opportunities will be included in the annual budget.
32.10 Promotions

At the discretion of the department head, promotions may be made provided there is an opening, and an employee is qualified for the position, shows readiness, and evaluations meet or exceed standards. Employees may be placed on a 90-day trial basis for the new position.

Any promotion resulting in a salary increase would change an employee’s anniversary date for merit increases and performance evaluations to the date of the promotion.

Employees who receive a promotion will receive either the starting rate in the pay range for their new position or a minimum of five percent (5%) over their current rate of pay, whichever is greater.

ARTICLE 33

SKILL ENHANCEMENT PROGRAM

In order to promote educational incentives for District employees and assist them to become more effective in their positions, Padre Dam offers a Skill Enhancement Program. It is expected that by participating in this program, employees will be better prepared and more knowledgeable in performing their jobs and assisting Padre Dam in serving our customers. The Skill Enhancement Program encourages employees to seek out pre-approved job enhancing certifications and education, and will recognize and reward employees upon satisfactory completion of such certifications and educational courses.

Specific conditions to be met by a participating employee for the Skill Enhancement Program are as follows:

Eligibility:
1. Full-time regular employee;
2. Monetary awards for probationary employees will be paid upon successful completion of probation. Probationary employees may be reimbursed prior to successful completion of probation for Class A Permit and/or license and/or renewal.
3. Part-time regular employees who work a minimum of 20 hours per week will receive reimbursement at 50% of the amount given to full-time regular employees.

Criteria:
1. All certifications and educational courses must be pre-approved by the Department Head and General Manager for each employee;
2. Certifications and educational courses must be on the approved list. See Section 11.16 of Standard Practices & Policies Manual;

3. Certifications and educational courses are taken on the employee’s own time unless pre-approved by the Department Head;

4. Employees must provide evidence of satisfactory completion of certification or at least a “C” or “Pass” for educational courses through a record transcript from the institution;

5. All awards are one time only and may not be awarded as certifications are renewed;

6. Employees who receive more than one college degree are only entitled to a one-time bonus for the lower degree and the difference between the bonuses for a lower and higher degree.

**Program Monitoring.** Certifications and educational courses will be reevaluated annually. In addition, the program will be monitored annually for its effectiveness.

The Skill Enhancement Program shall be reevaluated annually. The program will be reviewed for effectiveness, changes in the certifications required, and relevant educational courses based upon new and/or changing technologies.

### 33.1 Tuition Reimbursement

Each fiscal year, Padre Dam will refund tuition fees spent by employees who take courses through recognized colleges, universities and on-line schools during that fiscal year, to a maximum of the annual full-time under-graduate tuition cost at San Diego State University. “Full-time tuition” is defined as the fall and spring semesters for under-graduate studies regardless of the level of studies being undertaken by the employee. Padre Dam will also reimburse, in full, all educational expenses required by the courses (i.e., books, fees, lab supplies, etc.) No tuition refund will be made later than three (3) months after the completion of the course. Reimbursement will apply to the Fiscal Year in which the class was started. Reimbursement may be in the form of payment to the employee or direct payment to the school attended.

Courses not specifically related to work performed at Padre Dam but required to obtain a pre-approved college degree that does relate to work performed at Padre Dam may be reimbursed as described above.

Course work and/or degrees not specifically related to the work currently performed at Padre Dam but related to other positions within Padre Dam may be reimbursed, upon prior approval by the Department Head and General Manager, at 50% of the rate indicated above. Part-time regular employees who work a minimum of 20 hours per week will receive reimbursement at 50% of the amount given to full-time regular employees.

Employees are required to submit applications to the Department Head before starting courses for which tuition refund is requested. However, if this is not possible
before enrollment, the application must be submitted no later than thirty (30) days following enrollment. In the case of on-line courses, it is a requirement that applications for a tuition refund be submitted and approved before the employee makes a commitment.

No tuition refund will be made later than three months after the completion of the course.

33.2 Certification Bonuses

Certain job classifications require that the employee possess a specific college degree and/or certification issued by a recognized certifying entity (e.g., Department of Health, AWWA, CWEA, State of California, etc.). In several additional classifications, certification is not a prerequisite but advancement within those classifications is dependent on obtaining certain specific levels of certification or education. Other courses and/or certifications provide knowledge for employees to perform their duties more efficiently and to improve District services. These are referred to as “job specific” certifications or trainings. Coursework that is reimbursed under Article 33.1 at 50% of the tuition reimbursement rate is considered “job enhancement.” The designation of “job specific” or “job enhancement” shall be at the discretion of the department head.

Padre Dam shall pay the cost of obtaining any required licensing or certifications. Cost for parking at the test site is not included in reimbursement from Padre Dam.

Padre Dam is interested in providing employees the opportunity to qualify for new classifications when openings are available and advance within their present classifications. For this reason, a one-time cash bonus plan for certification has been established for those interested employees. The list of approved certifications is located in the SP&I, Section 11.16.2. The bonus plan is subject to District needs and requires Department Head and General Manager approval, which approval shall not be unreasonably withheld. If an employee is denied a request for certification bonus, an appeal may be presented to PDEA for discussion and resolution.

ARTICLE 34

EMPLOYEE BENEFIT GUIDE (BIG)

The employee benefits described in this Memorandum of Understanding are a general summary of benefits provided. The actual insurance policies and contracts define and govern the specific benefits and eligibility requirements. Employee benefit guides will be provided to each employee at time of hire and annually thereafter at no cost to employees.
ARTICLE 35

GRIEVANCE PROCEDURES

35.1 Definitions

A "grievance" is defined as an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Understanding.

A "grievant" is any employee of the bargaining unit adversely affected by an alleged violation of the specific provision of this Memorandum of Understanding, or PDEA. Unless PDEA is grieving Article 2, PDEA shall identify a bargaining unit member or members for each grievance filed.

A "day" is any day in which Padre Dam is open for business.

The "immediate supervisor" is the lowest level of supervision who has been designated to adjust grievances and who has authority over the grievant.

35.2 General Provisions

Every effort will be made by the parties to settle grievances at the lowest possible level.

All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

No party to a grievance shall take any reprisals against the other party to the grievance because the party participated in an orderly manner in the grievance procedure.

If Padre Dam fails to respond in writing to the grievance within the specified time limit, the grievant has the right to process the grievance at the next level. If the grievant does not process the appeal within the given time limits, the grievance shall be considered as settled and the grievant cannot thereafter grieve the specific incident again. The time limits specified at each level should be considered maximums, and every effort should be made to expedite the process. The time limits for a specific grievance, however, may be extended by a mutual written MOU.

Every effort will be made to schedule meetings for the processing of grievances at time which will not interfere with the regular work day of the participants.

Either Padre Dam or the grievant may be represented at any step of the grievance procedure by an individual of the party's choice.
Any unit member may at any time present grievances to Padre Dam and have such grievances adjusted without the intervention of PDEA. In such cases the grievant may provide a copy of the grievance and the proposed resolution to PDEA, in which case PDEA shall have the opportunity to file a response. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of PDEA.

Padre Dam and Association may agree to consolidate grievances at Level III and IV.

A grievance shall be null and void unless filed in writing within twenty (20) calendar days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. In no event shall a grievance include a claim for monetary relief for more than the twenty (20) day period plus such reasonable discovery period.

35.3 Level I -- Informal Resolution

Any PDEA member who believes he has a grievance shall present the grievance verbally to his immediate supervisor within ten (10) calendar days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The immediate supervisor shall hold discussions and attempt to resolve the matter within five (5) calendar days after the presentation of the grievance. It is the intent of this informal meeting that at least one (1) personal conference be held between the aggrieved PDEA member and the immediate supervisor.

Notwithstanding any of the foregoing paragraph, any unit member who believes he/she has a grievance may contact the Director of Human Resources in an attempt to resolve the issue. At the option of the Director of Human Resources, he/she may take appropriate steps as he/she deems necessary to resolve the matter. If the employee is not satisfied with the actions taken by the Director of Human Resources, or should the Director of Human Resources determine that the matter should be formalized, the formal procedure may be invoked with no prejudice to the employee.

35.4 Level II -- Formal Written Grievance

If the grievance is not settled during the informal conference and the grievant wishes to pursue the matter, the grievant shall present the grievance in writing to the immediate supervisor within ten (10) calendar days of the informal conference. In addition, a copy shall be presented by the grievant to the Director of Human Resources. The written information shall include:

(a) A description of the specific grounds of the grievance, including names, dates, places and facts necessary for a complete understanding of the grievance;
(b) A listing of the provisions of this Memorandum which are alleged to have been violated;

(c) A listing of the reasons why the immediate supervisor’s proposed resolution of the problem is unacceptable; and

(d) A listing of specific actions requested by the grievant of Padre Dam which will remedy the grievance.

The immediate supervisor shall communicate the decision to the grievant in writing within ten (10) calendar days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits, either party may request a personal conference.

35.5 Level III -- Appeal to Department Head

If the grievant is not satisfied with the decision at Level II, the grievant may, within ten (10) calendar days of the receipt of the decision at Level II, appeal the decision in writing to the department head. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal.

The department head shall communicate the decision to the grievant within ten (10) calendar days. If the department head does not respond within the time limits provided, the grievant may appeal to the next level.

Within the above time limits either party may request a personal conference.

35.6 Level IV -- Appeal to General Manager

If the grievant is not satisfied with the decision at Level III, the grievant may, within ten (10) calendar days of the receipt of the decision at Level III, appeal the decision to the General Manager or his designee. The appeal shall be in writing and shall include a copy of the original grievance, all decisions rendered and a clear and concise statement of the reasons for the appeal.

The General Manager or his designee shall respond to the grievance in writing within ten (10) calendar days of receipt of the written appeal. The decision of the General Manager or his designee shall be final and binding.
ARTICLE 36

HIRING, PROMOTION AND TRANSFER OF RELATIVES

In accordance with Padre Dam policy, employment decisions are based upon an individual's qualifications for the position being filled. Except as provided below, Padre Dam does not prohibit the employment of relatives. However, Padre Dam reserves the right to exercise discretion in cases where relatives (as defined below) work together, occupy positions which create morale or supervisory problems or have access to sensitive or confidential information.

A. For purposes of this policy, a relative is defined to be a spouse, father, mother, child, brother, sister, aunt, uncle, niece, nephew, grandparent, grandchild, in-laws, significant other (romantic relationship), domestic partner (as defined in California Family Code §297), step parents/children and half-brothers/sisters.

B. No relative of a candidate for employment shall make the final determination on the employment, appointment or promotion of that candidate.

C. No employee shall have a relative as a first-level supervisor.

D. The assignment of relatives to positions under the same first level supervisor is to be avoided.

E. Should a relative relationship evolve between employees (such as through marriage or a new dating relationship) that creates a situation as defined in “C” and “D” above, then either employee may apply for a job vacancy in another department for which the employee is qualified. The District shall make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security and morale. Employees are responsible to notify Human Resources of any working relationship which is prohibited by “C” or “D” above.

If after a six month period neither employee has transferred to another position, the two employees shall determine which one shall resign. Should no decision be made within fourteen (14) calendar days, the employee with the lesser seniority shall be terminated.

F. If termination of either party occurs, the employee terminated will be given priority recognition to return to employment, subject to this policy and the re-employment conditions contained in Article 11, “Personnel Reduction.”
ARTICLE 37

PADRE DAM “NO SMOKING FOR GOOD HEALTH” POLICY

Padre Dam is committed to a philosophy of good health and safety in the work environment. In keeping with this philosophy, it is essential that all indoor work places reflect Padre Dam’s concern for good health and safety. Therefore, smoking is not permitted in any buildings, facilities, vehicles, or any other indoor work area, under any circumstances. Employees who wish to smoke must limit such smoking to outside designated smoking areas where there is adequate ventilation to prevent smoke from entering non-smoking areas. This policy shall apply to both employees and non-employees alike.

ARTICLE 38

SUBSTANCE ABUSE TESTING POLICY

Padre Dam maintains a strict policy against being under the influence of, possession of, or the use of unlawful drugs while on duty, while on District premises, and while operating a District vehicle. To facilitate the administration and enforcement of this policy, Padre Dam may require or request employees to submit to alcohol or substance abuse testing under certain circumstances. Legally prescribed medications are excluded from this policy and permitted only to the extent that the use of such medications does not adversely affect an employee's work ability, job performance, or the safety of him/herself or others.

Supervisors will receive 2 hours of reasonable suspicion training every other year. In cases where a supervisor or other District superior has reasonable suspicion to believe that an employee possesses or is under the influence of drugs and/or alcohol and such use or influence may adversely affect his/her job performance, or his/her safety or that of co-workers, alcohol and/or drug screening may be ordered. Human Resources must be notified of the incident when it occurs and will coordinate the alcohol and/or drug screening. This suspicion must be based on objective symptoms, such as factors related to an employee's appearance, behavior, speech and/or other facts. If an employee is on medically prescribed medication which may adversely affect his/her work ability, job performance or safety of him/herself or others, it is his/her responsibility to advise his/her supervisor of this fact before he/she reports to work.

Testing may also be required if an employee is found to be in possession of physical evidence, i.e., drugs, alcohol or paraphernalia possibly connected with the use of illicit drugs. Testing may also be required if illicit drugs and/or alcohol are found in an employee's immediate work area. However, it should be emphasized that possession of drugs or alcohol is prohibited whether or not it is determined that an employee also used such substances.
Alcohol and/or drug screening may be required following any significant work-related accident or any significant violation of safety precautions or standards, whether or not an injury resulted from such accident or violation.

Violation of this policy or failure to cooperate fully with any request to test may result in disciplinary action up to and including termination. Padre Dam will pay the full cost of any testing that it has requested of an employee, including the reasonable cost of any transportation to and from the designated testing facility. To maintain the employee’s confidentiality, access to test results shall be restricted to the General Manager, or his designee, and supervisors within the employee’s chain of command.

38.1 Compliance with Department of Transportation Regulations

Padre Dam and PDEA agree to comply with the terms and conditions of the Department of Transportation Regulations regarding drug and alcohol testing for those classes of employees as defined in the regulations.

ARTICLE 39

STRIKES AND LOCKOUTS

PDEA agrees that there shall be no strikes, work stoppages or slowdowns, and Padre Dam agrees that there shall be no lockouts during the life of this MOU. Any disputes arising for any reason shall be settled through the Grievance Procedure, Article 35.

ARTICLE 40

COMPETITIVE PRICING OF SERVICES

Padre Dam seeks to be the “benchmark” in providing cost-effective and competitive services to its customers. Padre Dam and its employees agree to work together to achieve competitive pricing of services. Padre Dam agrees that during the term of this MOU there shall be no layoffs resulting from competitive pricing of services.

40.1 Contracting Out

Consistent with Padre Dam’s Workforce Partnership, each department shall be responsible for developing, through the Lateral process and with a report to the Basin, appropriate contracting out opportunities that help to achieve cost effective and competitive services.
ARTICLE 41

PADRE DAM STANDARD PRACTICES & POLICIES

PDEA agrees that all other policies and practices set forth in Padre Dam Standard Practices and Policies Manual, not specifically included herein, shall apply and the members of PDEA shall be bound by those standard practices and policies as if they were contained herein. It is understood and agreed that if a conflict should arise between this Memorandum of Understanding and Padre Dam Standard Practices and Policies Manual, this Memorandum of Understanding shall prevail.

Padre Dam agrees to meet and confer with PDEA prior to implementing any changes to the Standard Practices and Policies Manual regarding wages, hours and working conditions that are not specifically covered in this Memorandum of Understanding.

ARTICLE 42

SAVINGS CLAUSE

It is understood and agreed that all provisions of this MOU are subject to applicable laws, and if any provision of any article of this MOU is held or found to be in conflict therewith, said article shall be void and shall not bind either of the parties hereto. However, such invalidity shall not affect the remaining articles of this MOU. In the event that any provisions shall be held unlawful and unenforceable by any court of competent jurisdiction, the parties agree to meet forthwith for the purpose of renegotiating such provisions in an attempt to reach a valid MOU.

ARTICLE 43

ENTIRE MEMORANDUM OF UNDERSTANDING

Padre Dam and PDEA have created this MOU in recognition that circumstances and interests may change during the life of this agreement, and addressing issues in a timely manner will improve communication and build trust.

An MOU creates flexibility to solve problems and clarify areas of confusion in the MOU. All issues and articles within the MOU are subject to review by the negotiating team using the procedures outlined below, except that wages as defined in Article 32 are not subject to reconsideration for the duration of this MOU.

Procedure:

1. Either Padre Dam or PDEA can request a meeting of the negotiating team to discuss the specific issues or articles contained in the MOU.
The foregoing Memorandum of Understanding was approved by the Padre Dam Employees Association and Padre Dam Municipal Water District Board of Directors. Our signature below indicates our approval and support of the Memorandum of Understanding:

PDEA Board of Directors:

Brian Kirk
Travis Tomlin
Josh Oldenburg
Austin Darley
Jeremy Reifsneider
Cathy Sylvester

PDMWD Board of Directors:

William Pommering
Augie Caires
Douglas S. Wilson
Suzanne Till
James Peasley,
2. Notification by the General Manager and the PDEA President of the other party is required.

3. The notice shall be in writing and contain the issue(s) and interest(s).

4. Upon receiving the notification, both parties will schedule a meeting to occur within twenty (20) calendar days.

5. The negotiating team will utilize Interest-Based Problem Solving to address the issue and interests of both Padre Dam and PDEA.

6. All recommended changes must be agreed to by consensus and upon ratification by the PDEA and the Board of Directors, will be incorporated into the Memorandum of Understanding.

ARTICLE 44

DURATION

The term of this Memorandum of Understanding shall commence on July 1, 2022 and shall continue in full force and effect until June 30, 2027.

This Memorandum of Understanding shall be submitted to the Board of Directors of Padre Dam Municipal Water District in accordance with Section 12.18 of Padre Dam's Standard Practices and Policies Manual. This Memorandum of Understanding shall not be binding unless approved by the Board of Directors. If approved, it shall constitute a contract between Padre Dam and PDEA.

IN WITNESS WHEREOF, the undersigned agree to submit this Memorandum of Understanding to the appropriate bodies.

EMPLOYEE RELATIONS OFFICER
Padre Dam Municipal Water District

Dated: 3-9-22  by Allen Carlisle

PADRE DAM EMPLOYEES ASSOCIATION

Dated: 5/17/22  by Brian Kirk, President