

MEMORANDUM OF UNDERSTANDING

between the

FALLBROOK PUBLIC UTILITY DISTRICT

and the

**FALLBROOK PUBLIC UTILITY DISTRICT
EMPLOYEES' ASSOCIATION**

July 1, 2019 through June 30, 2022

MOU BETWEEN FPUD AND FPUDEA

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ARTICLE 1. GENERAL

SECTION 1 - PURPOSE

This agreement recognizes the Fallbrook Public Utility District Employees' Association (FPUDEA) bargaining unit representatives as the majority representative of all regular, non-management, employees of the Fallbrook Public Utility District (FPUD) and represents the unit for matters within the scope of meet and confer. The bargaining unit representatives accept the duty of fair representation in meet and confer and under this agreement.

SECTION 2 – SCOPE

Meet and confer is limited to wages, hours, and other terms and conditions of employment, and shall not include any items not covered by this agreement or adopted by reference in this agreement or any subject preempted by federal or state law. Amendments to this agreement that are within the scope of meet and confer shall require prior meet and confer between the bargaining unit representatives and the District.

SECTION 3 – GENERAL PROVISIONS

A. ASSOCIATION RECOGNITION

1. FPUD formally recognizes FPUDEA as the representative for all employees in non-exempt classifications.
2. The Association may designate a maximum of 7 total representatives. The District will recognize as representatives only those persons designated on the most recent list furnished by the Association.
3. The District shall grant a representative reasonable release time when, at the request of an employee, the representative is investigating an alleged grievance and assisting in its written preparation and presentation.

B. CONSTRUCTION

In interpreting the language of this MOU, first the plain meaning of the language shall prevail. If the parties cannot agree on the plain meaning of the language, then the intent of the parties shall be considered; then the trade or industry usage of the language shall be considered.

C. DISTRICT RIGHTS

The rights of the District include, but are not limited to the exclusive right to determine the mission of its departments, commissions, committees, and boards; set standards of service;

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determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of operations; determine the methods, means and personnel by which operations are to be conducted; set work schedules; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

D. NEW EMPLOYEE NOTIFICATION

Pursuant to AB 119, the District will provide the Association with the name, job title, department, work location, personal email addresses, home address and work, home, and personal cell numbers of new employees within 30 days of hire or the first pay period of the month after hire.

The District will also provide the Association with this information for all employees it represents at least every 120 days; however, employees do have the ability to opt out, in writing, of the disclosure of their home address, home telephone number, personal cell number and personal email address on file.

Additionally, the District will provide the Association with 10 days' advance notice of any scheduled new-employee orientation.

ARTICLE 2. DURATION OF AGREEMENT

This MOU is entered into by Fallbrook Public Utility District (FPUD) and the Fallbrook Public Utility District Employees' Association (FPUDEA), as a mutual recommendation to the Board of Directors of FPUD of those wages, hours, and conditions of employment which are to be in effect at 12:00 a.m. on July 1, 2019 and will terminate at 11:59 p.m. on June 30, 2022.

At the expiration of this MOU, in whole or in part and in the absence of a new MOU, FPUDEA and the District agree to continue operating under the provisions of this MOU until such time as a new MOU is reached.

ARTICLE 3. WAGES

SECTION 1 – WAGE INCREASES

Wages shall increase by 2% effective the beginning of the pay period which includes July 1, 2019.

Wages shall increase by 2.5% effective the beginning of the pay period which includes July 1, 2020.

Wages shall increase by 3% effective the beginning of the pay period which includes July 1, 2021.

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SECTION 2 - ADJUSTMENTS

Effective the first pay period which includes July 1, 2019, each step within the pay range for the following positions will be increased an additional 3%: GIS Coordinator, Utility Technician, and Systems Operator I/II.

SECTION 3 - SALARY SURVEY

A salary survey will be conducted by a third-party consultant in fiscal year 2021/2022 and the results will be shared with bargaining unit representatives as soon as practicable, ahead of the start of negotiations for a successor MOU. The District agrees to work in good faith with Association representatives in establishing comparator agencies and benchmark positions to be used in the salary survey.

SECTION 4 - SALARY SCHEDULE

- A. The District's salary schedule includes 10 steps (A-J) within each range.
- B. Employees are eligible for their first salary step increase upon completion of 1 year of employment and an overall rating of at least a "meets requirements" on their first annual performance evaluation. Employees are eligible to receive subsequent step increases with each of their annual performance evaluations until they reach the top step of their position's range.
 - 1. An employee who receives an overall rating of "does not meets" on their annual performance evaluation is not eligible for a salary-step increase.
 - 2. An employee shall receive a one-step salary increase (e.g. A to B) for an overall annual performance evaluation rating of "meets requirements."
 - 3. A supervisor may recommend to the General Manager that an employee receive a two-step salary increase for an overall annual performance evaluation rating of "exceeds requirements."
 - 4. The General Manager is authorized to grant exceptions to the above step increase requirements for exceptional meritorious performance

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ARTICLE 4. SERVICE

SECTION 1 - FILLING OF VACANT POSITIONS

Whenever a vacancy in a new or existing position occurs, preference in filling it shall be given to existing qualified District employees whenever possible.

- A. An employee promoted to a position with a higher pay range, but not within a position series (i.e., designated by "I/II/III", such as utility worker I/II)) shall be placed at the salary step within the higher pay range that results in the employee receiving no less than a 5% increase in the employee's base hourly rate.

- 1. For example, an employee promoted from a position at pay range 30, step B, to a position at pay range 31, shall be placed at step C of pay range 31, which is a 5% increase.

- B. An employee is eligible for promotion within a position series (e.g. utility worker I to utility worker II) upon achieving the necessary certification/education/experience requirements as stated in the position's job description.

- 1. These types of promotions occur with an employee's annual performance evaluation and their placement in the higher pay range shall be granted as described in Article 3. Section 4-B.

SECTION 2 - PROBATIONARY PERIOD

- A. All new-hires shall serve an initial probationary period of 6 months; however, a supervisor may, with approval of the General Manager, require an extension of an employee's initial or promotional probationary period not to exceed 12 months total.
- B. During the initial probationary period, the employee may be rejected at any time, without the right to appeal. Upon successfully completing the initial probationary period, employees achieve regular employment status.
- C. Current District employees promoted to another position outside of their current position series (i.e., promotion to a different position altogether, not from a I to II level in the same position, such as a utility worker I to utility worker II) shall serve a promotional probationary period of not less than 6 months. A promoted employee rejected during their promotional probationary period shall be reinstated to the position from which he/she was promoted, unless he/she is terminated for cause from the District.

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SECTION 3 – NEPOTISM

The hiring of a current District employee's relative is not permitted without the approval of the General Manager. A relative may only be hired if they do not work in the same department, they are not under the direct or indirect supervision of the other, and neither occupies a position which has influence over the other's employment, promotions, or salary administration. A relative is defined as a spouse, parent, child, sibling, grandparent, aunt/uncle, niece/nephew, cousin, mother/father-in-law, brother/sister-in-law, and domestic partners.

SECTION 4 – PERFORMANCE EVALUATIONS

- A. New employees will receive their first performance evaluation at 6 months; the second at the completion of 1 year; and each year thereafter on their employment anniversary date.
- B. If an employee is promoted to a job outside of their current position series (i.e., promotion to a different position altogether, not from a I to II level in the same position, such as a utility worker I to utility worker II), their performance evaluation date will become the date of their promotion.
- C. An employee may appeal an overall performance rating of "does not meet requirements" to the General Manager. This appeal is not part of the grievance process and the decision of the General Manager is final.
- D. If an employee's performance evaluation is more than 30 days overdue, the employee's step increase, if applicable, shall be granted, retroactive to the date following the end of the evaluation rating period, pending their supervisor's completion of the performance evaluation; however, it is also the employee's responsibility to notify human resources if/when they do not receive their performance evaluation by the due date.
- E. The District agrees to work jointly, in good faith, with Association representatives in revising the performance evaluation form and process.

SECTION 5 - CERTIFICATIONS & PROFESSIONAL MEMBERSHIPS

A. REQUIRED CERTIFICATIONS

Certification requirements are shown at the end of each job description.

- 1. If an employee is initially hired at a "no certification" range as indicated in their job description, they will not be allowed to remain at the "no certification" range indefinitely.
 - a. Upon hire, an employee hired at a "no certification" range will be provided with an employment agreement that clearly outlines the specific certification requirements of their position.

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- b. The employee's supervisor shall provide the employee with the information and training to prepare for the necessary certification exam/s.
 - c. If the employee does not successfully achieve the minimum level of certification, beyond the "no certification" range, as required of their position, they will be subject to disciplinary action.
2. Once an employee receives a required and/or "other" certification of a higher range, as indicated in their job description, they will be moved to their same step within the higher range, resulting in a 2.5% increase.
 - a. For example, an employee who is at range 16, step A, of the utility worker I position currently possesses a D1 certification, as required for range 16. Once this employee receives a class A driver's license, as required, along with a D1 certification, for range 17, they will be moved to step A of range 17.
 3. If an employee fails to maintain the required certification/s for their position, they will be subject to disciplinary action.
 4. The District will reimburse employees for the cost of exams for certifications required of their position, as specifically stated in their job description.
 5. The District will reimburse employees for the cost of exam for certifications that are not required of their but are determined by the General Manager to be relative to their job duties/responsibilities.
 6. If an employee does not successfully pass a certification exam within the first 2 attempts, the employee will be responsible for covering the cost/s for any additional attempts at passing the exam.
 7. Certification renewal fees will be paid by the District; however, employees are responsible for any late fees incurred.

B. OPTIONAL CERTIFICATIONS

Employees in positions that do not require specific or "other" certification/s as listed in their job description, are eligible, upon the General Manager's approval, to receive an additional 2.5% certification pay for as long as they possess a valid certification.

1. Employees are only eligible for 2.5% certification pay, whether they have one or more optional certifications.

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- C. Membership fees for certification and/or professional associations, as approved by the General Manager, will be paid by the District.
- D. Continuing education unit fees will be paid by the District and District time will be made available for the training of employees whose classifications require distribution and treatment certification. In-house training required by the State for continuing education units will be on District time and paid by the District for all certifications.
- E. District approved training required by the State for continuing education units will be on District time and paid by the District for required certifications (e.g., D1 or D2), as stated specifically in their job descriptions or as determined by the General Manager to be related to their job duties/responsibilities.
- F. DRIVER'S LICENSE REQUIREMENT

The District shall reimburse employees for the difference in cost between a Class A or Class B driver's license and a Class C driver's license which the employee is required to obtain or renew during his/her term of employment.

The District will provide reasonable time to train for and obtain a Class A or Class B driver's license which is over and above what is necessary to obtain a Class C license.

Failure to pass a required Class A or Class B driver's license examination may result in reclassification, or if no other position is available, termination. The District shall also pay for the cost of mandatory physicals which are an employment requirement.

SECTION 6 - LONGEVITY MERIT BONUS

The General Manager is authorized to award a longevity merit bonus of 2.5% of current gross annual pay to an employee who meets the following eligibility requirements:

- Receives an overall "exceeds requirements" on their annual performance evaluation;
- Has completed ten years of uninterrupted employment with the District; and
- Is currently at step J of their pay range or, if applicable, is at the highest pay range and step within their current position series (e.g. Range 21, step J of Utility Worker II of the Utility Worker I/II position series).

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SECTION 7 - OUT-OF-CLASS (OOC) PAY

When a supervisor/manager is going to be away from the office and unavailable for more than one day, he or she may request approval from the General Manager to have a qualified employee serve in an out-of-class assignment in the supervisor's/manager's absence.

The employee approved for an OOC assignment shall receive an additional 15% out-of-class pay.

Out-of-Class pay is only provided for time actually worked. Employees will not receive out-of-class while on paid time off (e.g. vacation or sick leave) and/or for a District-observed paid holiday, unless they are called into work on a District-observed paid holiday.

ARTICLE 5. HOURS OF WORK

SECTION 1 – 9/80 SCHEDULE

The District's 9/80 work schedule has two alternating teams, "blue" and "gold" Supervisors will assign the employee to the team. All team changes will be approved by the General Manager.

Under the 9/80 schedule, assigned staff shall work, in any two week pay period, 8 weekdays (Monday - Thursday) for 9 hours each day, and 1 day (Friday) for 8 hours and off on the alternate Friday.

Some employees may not be eligible for the 9/80 work schedule due to District operational considerations, as determined by the supervisor and approved by the General Manager.

An alternate work schedule may be considered by the General Manager for employees who prefer not to work the 9/80 schedule.

SECTION 2 - HOURS OF WORK

- A. Employee time from 1 to 7 minutes shall be rounded down, and thus not counted as hours worked, but employee time from 8 to 14 minutes must be rounded up and counted as a quarter hour of work time.
- B. Customer service (i.e. front counter) will be staffed accordingly to accommodate the hours open to the public, Monday through Friday, 8:00 a.m. - 5:00 p.m.

SECTION 3 - OVERTIME

- A. No employee may work non-emergency overtime without advance approval from their supervisor.

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- B. Employees shall be paid one and one half times (1.5) their hourly rate of pay for all hours worked beyond their regularly scheduled hours in one work day.
 - 1. For example, an employee on a standard 9/80 schedule will receive overtime for hours worked beyond their regularly scheduled 9 hours on Monday through Thursday.
- C. An employee **not on standby** that is required to report to work to assist in emergency repairs after their regularly scheduled work hours shall receive a minimum of 3 hours of pay at 1.5 their hourly rate.
- D. An employee who is **not on standby** and is contacted by telephone for assistance between 6:00 a.m. and 9:00 p.m. shall be eligible for a minimum of 15 minutes or the actual length of the telephone call of overtime pay for each response. If the employee called is required to physically respond, there will be no compensation for the telephone call and regular call-out overtime rules shall apply.
- E. An employee who is **not on standby** and is contacted by telephone for assistance between 9 p.m. and 6 a.m. shall be eligible for a minimum of 30 minutes or the actual length of the telephone call of overtime pay for each response. If the employee called is required to physically respond, there will be no compensation for the telephone call and regular call-out overtime rules shall apply.
- F. Employee time from 1 to 7 minutes shall be rounded down, and thus not counted as hours worked, but employee time from 8 to 14 minutes must be rounded up and counted as a quarter hour of work time.
- G. Vacation time, compensatory time (comp. time) and sick leave shall be included as time worked for the purpose of calculating overtime pay.
- H. An employee's time on "rest leave" does not count as time worked for the purpose of calculating overtime pay.

SECTION 4 – DOUBLE TIME

- A. An employee, required to report to work to assist in emergency repairs on an actual holiday date, as listed in **Article 8.A HOLIDAYS**, shall receive a minimum of 2 hours of double time.
- B. An employee will be paid at a rate of double their regular rate of pay for all authorized hours worked in excess of twelve hours per day or in excess of eight hours on the seventh straight day in any given week.
 - 1. An employee will receive double time for hours worked over 12, which do not need to be worked consecutively within a 24-hour period.

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- a. For example, if an employee that is **not on standby** works their normal 9-hour day on Wednesday and is called back at midnight for an emergency and works until 9:30 a.m. Thursday:
 - o Employee receives regular overtime (1.5) for 3 hours (midnight-3 a.m.), pursuant to section 3.C Overtime; and
 - o Employee receives double time for 6.5 hours (3 a.m. to 9:30 a.m.)

SECTION 5 - COMPENSATORY TIME (COMP. TIME)

- A. When an employee works overtime, the employee may elect to accrue comp. time in lieu of receiving overtime payment at a rate of 1.5 hours for each overtime hour worked.
- B. Comp. time may accrue up to a maximum of 40 hours.
- C. Comp. time usage shall not be reasonably denied if operations will not be adversely affected.
- D. Upon separation from the District, employees shall be paid 100% of their accrued comp. time balance at their then base hourly rate of pay.

ARTICLE 6. SPECIAL PAY

SECTION 1 - ON-CALL/STANDBY

- A. An employee on standby shall be compensated at a flat daily amount of \$35, Monday-Friday, or \$50 for Saturdays, Sundays and actual holiday date as listed in **Article 8.A HOLIDAYS**.
 - 1. In addition to the flat daily amount, when an employee on standby duty is called to report to work, he will receive a minimum of 2 hours of overtime pay at 1.5 their hourly rate.
 - 2. In addition to the flat daily amount, an employee on standby duty that is called to work on an actual holiday date, as listed in **Article 8.A HOLIDAYS**, shall be paid double time for all hours worked.
 - 3. An employee who is out on a work-related or personal injury/illness is not eligible to receive the flat daily amount of standby duty pay.
- B. Hours spent on standby shall not be considered hours worked.
- C. Employees serving on standby duty are bound by the District's Drug-Free Workplace Policy while on standby duty.
- D. An employee assigned to standby duty who fails, refuses, or is unable to respond to an emergency call is subject to disciplinary action.

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- E. An employee assigned to standby duty may arrange to be replaced by a substitute, provided he/she receives approval from department supervision before the standby duty is scheduled to begin.
- F. The District will work with Association representatives to develop specific On-Call/Stand-by Agreements that more specifically explain the requirements for the different positions.

SECTION 2 – TRAVEL TIME PAY

The District agrees to pay non-exempt employees for travel time in accordance with the Fair Labor Standards Act (FLSA).

A. Travel Time – To/From Home and Work

Normal travel to/from home and work is not considered hours worked.

B. Single-Day Travel

Time spent by the employee in travel as part of his or her normal work activities – such as travel from the job site to an off-site training/seminar during regular working hours is considered hours worked.

If the employee is required to travel to another city and return home the same day, the travel time to and from the other city is considered hours worked. If the employee takes a lunch break, it is not considered hours worked. If the employee uses public transportation, the travel time between the employee’s home and the point (i.e. bus station, airport, etc.) where he or she obtains this transportation is not considered hours worked.

| Regular Work Hours | Single Travel Day | Travel Time | Travel Time Paid |
|--------------------------------------|-------------------|--|--|
| 8 a.m. to 5 p.m., Monday - Friday | Friday | Leave at 6:30 a.m. - arrive at 8:30 a.m. Attend seminar. Take an hour lunch. Leave at 4:30 p.m. - arrive back at 6:30 p.m. | Employee is paid for 11 hours, with hours in excess of their regular work day paid as overtime. Not paid for lunch hour. |
| 8 a.m. to 5 p.m., Monday - Friday | Sunday | Leave at 2:00 p.m. – arrive at 6 p.m. | Employee is paid for 4 hours. |
| 11:00 a.m. to 8 p.m. Monday – Friday | Wednesday | Leave at 9 a.m. - arrive at noon. | Employee is paid for 3 hours – since the travel is in the same day. |

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C. Travel Away From Home Overnight on a Regularly Scheduled Work Day

Travel time involving a required overnight stay is considered hours worked only when it is during the employee's regular workday. The employee is simply substituting travel for his or her regular work hours.

Travel time that is outside of normal work hours is not considered hours worked.

| Regular Work Hours | Overnight Travel | Travel Time | Travel Time Paid |
|---------------------------------------|------------------|---|--|
| 8 a.m. to 5 p.m., Monday - Friday | Friday | Leave at 7 a.m. – arrive at 1:00 p.m. Took an hour lunch. | Employee is paid for 4 hours – not paid for time outside regular hours or for lunch. |
| 8 a.m. to 5 p.m., Monday - Friday | Sunday | Leave at 2:00 p.m. – arrive at 6 p.m. | Employee is paid for 3 hours – not paid for time outside of regular hours. |
| 11:00 a.m. to 8 p.m., Monday – Friday | Wednesday | Leave at 11:00 a.m. – arrive at 2 p.m. Took an hour lunch. | Employee is paid 2 hours. Not paid for lunch. |
| 11:00 a.m. to 8 p.m., Monday – Friday | Sunday | Leave at 10:00 a.m. – arrive at 3:00 p.m. Took an hour lunch. | Employee is paid 3 hours. – not paid for the time outside of regular hours or for lunch. |

D. Travel on a Non-Work Day

If the employee regularly works from 8 a.m. to 5 p.m., Monday through Friday, traveling during the same hours on Saturday and/or Sunday is considered hours worked; however, the employee's usual lunch break is not considered hours worked.

Time spent in travel away from home outside of regular work hours is not considered hours worked.

Any work that the employee performs while traveling is considered hours worked even if these hours are outside his or her normal work schedule.

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SECTION 3 – RESIGNATIONS & RETIREMENTS

A. NOTIFICATION

An employee wishing to resign or retire in good standing shall submit a written resignation at least 2 weeks prior to the effective date of resignation. The District will pay an employee for all hours worked and any applicable and available leave balances on the next regular payday following their resignation/retirement.

B. RETIREMENT BONUS

All employees having 10 or more years of continuous service with the District, upon retirement after age 62, shall be granted an additional one month's pay.

ARTICLE 7. LEAVES

SECTION 1 - VACATION

A. Each regular and probationary employee will accrue vacation leave as follows:

1 through 5 years = 4.00 hours per pay period

After 5 years = 4.62 hours per pay period effective on 5th anniversary

After 10 years = 6.15 hours per pay period effective on 10th anniversary

After 15 years = 7.69 hours per pay period effective on 15th anniversary

After 19 years = 8.00 hours per pay period effective on the 20th anniversary

B. If an employee's last day of employment with the District falls within the middle of a pay period, their vacation leave hours accrued for that pay period will be prorated accordingly.

C. Employees are allowed to accrue vacation leave up to a maximum of 248 hours.

1. On December 31 of each year, an employee with vacation hour balance that exceeds 248 hours will stop accruing until vacation leave is used and their balance is below 248 hours.

2. When circumstances created by the District are beyond the control of the employee and make it impossible for the employee to use vacation leave as described above to reduce their maximum accrued vacation hours, the General Manager may grant an extension to the maximum accrued hours allowed until such time that the employee is able to take the necessary vacation time off to reduce their balance.

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D. Use of Vacation Time

Any planned leave (vacation or comp time off) must be requested with as much notice as possible. Supervisors will grant requests based on the needs of the District. Requests shall not unreasonably be withheld or denied.

An employee may elect to use accrued vacation for scheduled medical, dental or vision appointments, evaluations or associated activities if they have exhausted their sick leave balance.

E. Payout of Vacation Leave

Employees who terminate their employment with the District shall be paid for all accrued and available vacation leave.

F. Sell Back of Unused Vacation Leave Hours

Employees may sell back unused vacation time under the following conditions:

1. A minimum of 40 hours can be requested;
2. The maximum of 80 hours can be requested;
3. The employee must have taken at least 80 hours of vacation (the use of comp. time counts toward this requirement);
4. The employee must have a remaining balance of at least 80 hours of accrued vacation time after the sell back; and
5. Employees must complete and submit to human resources a vacation leave sell back request form by the December deadline as established by human resources each year.
 - The sell back will occur in the following December.
 - Once an employee submits a request form, it cannot be modified for revoked, per the IRS regulations.

SECTION 2 - SICK LEAVE

A. Sick Leave Accrual

Regular and probationary employees will accrue 3.69 hours of sick leave per pay period.

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B. Sick Leave Use

Sick leave usage shall be allowed for the following qualifying reasons:

1. For the employee's own illness or injury.
2. For the employee's own diagnosis, care, or treatment of an existing health condition; or preventative care, including medical and dental appointments.
3. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including: parent, parent-in-law, child, spouse, domestic partner, grandparent, grandchild, or sibling.
4. To obtain relief or services related to being the victim of domestic violence, sexual assault, or stalking, including the following, with appropriate certification of the need for such services:
 - A temporary restraining order or restraining order.
 - Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
 - To seek medical attention for injuries caused by domestic violence, sexual assault or stalking.
 - To obtain services from a domestic violence shelter, program, or rape crisis center as the result of an act of domestic violence, sexual assault, or stalking.
 - To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - To participate in safety planning and other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
5. In accordance with California Kin Care Law, regular full-time employees may use up to ½ of their annual accrued total sick leave to care for a family member.
6. Employees who terminate their employment with the District will be paid for 50% of unused sick leave, not to exceed payment for the following number of hours:
 - 600 hours – Effective July 1, 2019 - June 30, 2020
 - 500 hours – Effective July 1, 2020 – June 30, 2021
 - 400 hours – Effective July 1, 2021 – June 30, 2022
7. If an employee's sick leave balance is exhausted, another paid leave (e.g. vacation, comp. time) will be used.

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8. A sick leave absence of more than 40 hours resulting from an employee's non-work-related injury or illness will require that the employee submit a doctor's note to human resources upon their return to work.

9. Any suspected abuse of sick leave usage is subject to discipline, up to and including termination.

C. Worker's Compensation Illness or Injury

1. Beyond the date of injury, sick leave shall be used for on-duty hours used for medical evaluations, treatments, or other medical related activities associated with a worker's compensation illness or injury. If the employee's sick leave balance is exhausted, another paid leave (e.g., vacation, comp. time) will be used.

2. When an employee is injured on the job and, according to their physician, is able to return to work with temporary modifications to their job duties, the District will make every effort to place the employee in a modified assignment until he or she is released back to full duty. The nature of the assignment will depend on the physical restrictions of the employee as stated by the treating physician and the availability of a modified position in the employee's normal department or another department that is consistent with the physical restrictions. An employee's acceptance of a modified duty assignment, if available, will be mandatory.

SECTION 3 - REST LEAVE

A. If an employee has to work between the hours of 10:00 p.m. and 7:00 a.m. for a minimum of three hours, after having already worked their regularly scheduled workday, the employee will receive one hour of paid rest leave for each hour worked between 10:00 p.m. and 7:00 a.m., providing the next day is a regularly scheduled work day.

1. If an employee works beyond their regular start time the next day, he shall be allowed to leave work early, by the amount of rest-leave hours earned.

a. For example, an employee begins work at 3 a.m. and finishes work at 7 a.m. and earns 4 hours of rest leave for the next day, providing the next day is a regularly scheduled workday. The employee would continue to work and leave work 4 hours earlier than their regular quitting time.

2. Employees that complete their work prior to 6 a.m. will report to work later than their regular start time by the amount of rest hours earned.

a. For example, an employee begins work at 10 p.m. and finishes work at 2 a.m., earning 4 hours of rest leave for the following day, providing the next day is a regularly scheduled workday. The employee would report to work at 11 a.m. if their regularly scheduled start time is 7 a.m.

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- B. Rest leave will not count as time worked for the purposes of calculating overtime.
- C. In the event of an unexpected catastrophic emergency or natural disaster, the General Manager may, by necessity, suspend or modify the use or means of rest leave.
- D. The federal regulations pertaining to commercial drivers' working hour limits shall take precedence over this policy for District personnel using a commercial license.
- E. The District will either reimburse employees or provide a meal after twelve continuous hours of work. The District retains the right to provide meals in lieu of reimbursing employees for meals.

SECTION 4 - BEREAVEMENT LEAVE

In the event of a death in the family, regular and probationary employees shall be eligible for up to 3 working days off with pay to attend the funeral or make funeral arrangements, subject to the following provisions:

1. The relatives designated shall include child, parent, spouse, sibling, grandparent, grandchild, aunt/uncle, niece/nephew, cousin, and domestic partner. It shall also include "in-law" relatives and those relationships generally called "step."
2. Bereavement leave is not compensable for days falling outside an employee's regular work schedule.
3. All requests for bereavement leave shall be made in writing as soon as practical but in no event later than the first day back to work, and shall be subject to approval of the human resources manager.

SECTION 5 – JURY DUTY LEAVE

Employees shall be compensated at their base hourly rate of pay for serving jury duty during the employee's regularly scheduled work hours. In order to be compensated for jury duty leave, the employee must submit to human resources a copy of their jury duty summons, along with their time-in/time-out tracking sheet as provided by the court.

SECTION 6 - MILITARY LEAVE

The administration of military leave shall conform to both state and federal laws including, but not limited to, the requirements of the California Military & Veterans Code and the federal Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Such employee shall be entitled to the applicable leaves of absence and employment and reemployment rights and privileges provided by the Military & Veterans Code of the State of

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California and USERRA. The employee must provide reasonable advance notice of the need for Military Leave and must provide the District with a copy of all military orders.

An employee ordered to active duty for training purposes in the U.S. armed forces, will be paid the difference between their District salary and the basic pay received for active military duty for a maximum of 10 working days per year.

SECTION 7 - SCHOOL OR CHILD CARE PROVIDER ACTIVITIES LEAVE

School or child care provider activities leave is the allowable use of the employee's existing leave credits to attend school or child care provider activities; to enroll or reenroll a child in a school or with a licensed child care provider; or to address a school or child care provider emergency.

A regular employee who is a parent, guardian, stepparent, foster parent or grandparent with custody, or who stands in loco parentis, of a child enrolled in grades K through 12 of a public or private school, or in a licensed child day care facility, is eligible for school or child care provider activities leave.

An employee may use up to 40 hours of his/her existing vacation, sick leave, or compensatory time hours per calendar year, but not more than 8 hours in any single calendar month, regardless of the number of children the employee may have. The 8 hour per month limitation does not apply for leave to address a school or child care provider emergency.

A. If the employee does not have sufficient paid leave available, he/she shall be allowed to take unpaid personal leave.

B. Employees are required to give 48 hours advance notice, unless it is a school or child care provider emergency as indicated in below, of their desire to take school or child care provider activities leave. Advance notice of less than 48 hours may only be given with approval by the District.

C. The District may also require that the employee provide documentation verifying participation in school or child care provider activities.

D. An emergency means that an employee's child cannot remain in school or with a child care provider due to one of the following:

- The school or child care provider has requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child be picked up from the school or child care provider;
- Behavioral or discipline problems;
- Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; and/or
- A natural disaster, including, but not limited to, fire, earthquake or flood.

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SECTION 8 - FAILURE TO RETURN FROM LEAVE/JOB ABANDONMENT

Except as otherwise provided by law including, but not limited to, federal and state provisions related to return from military leave, failure by an employee to return to duty or notify the District of their intent to return to duty within 48 hours of the date he/she is scheduled to return from any type of leave shall be considered an automatic resignation and the employee shall be notified of his/her automatic resignation from District employment. The District will consider evidence of extenuating circumstances if it is submitted by the employee to the District within ten (10) calendar days of the postmark of the District notice.

ARTICLE 8. HOLIDAYS

A. ACTUAL HOLIDAY DATES

Following are the actual holiday dates, which may differ from the District's observed holiday date, as described below in "B":

New Year's Day - January 1
Martin Luther King, Jr. Day - 3rd Monday in January
Presidents' Birthday - 3rd Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - 1st Monday in September
Veterans Day - November 11
Thanksgiving Day - 4th Thursday in November
Day after Thanksgiving - 4th Friday in November
Christmas Eve - December 24
Christmas Day - December 25
New Year's Eve Day - December 31

B. DISTRICT OBSERVED HOLIDAYS

Any of the actual holiday dates listed in "A" above that fall on a Saturday shall be observed (i.e., District offices will be closed) on the preceding Friday. Any of the above holidays that fall on a Sunday shall be observed on the following Monday.

C. HOLIDAY PAY

An employee whose regularly scheduled work day falls on an actual holiday date as listed above in "A", **not** the date that a holiday is observed, shall be paid for their actual hours worked, plus holiday pay for their regular hours for that day.

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1. For example, an employee on a 9/80 work schedule will receive 9 hours of holiday pay for an actual holiday date that falls on a Monday through Thursday, or 8 hours of holiday pay an actual holiday date that falls on their working Friday. An employee that regularly works a 4/10 schedule shall receive 10 hours of holiday pay for an actual holiday date that falls on their regularly scheduled work day.
2. Plant Operators and Systems Operators required to work their regularly scheduled shift on an actual holiday, as listed in "A" above, shall be paid "holiday pay" for the number of hours they normally work and they shall be paid time and one-half pay for all hours actually worked.
3. An employee contacted outside of their regular work hours to assist in emergency repairs on an actual holiday, as listed in "A" above, shall be paid double-time for hours worked, with a guaranteed minimum of two hours of double time.
 - a. For example, if an employee only works for one hour they will receive 2 hours at double time. If an employee works for 4 hours, they will receive the full 4 hours at double time.
4. For an employee on a 9/80 work schedule, when a holiday falls on their regular Friday off, the holiday will be observed and the employee will have the following Monday off.
5. To be eligible for holiday pay, an employee must be in paid status in the in the pay period that includes the holiday.

ARTICLE 9. UNIFORMS

Uniform allowance as defined by the California Public Employees' Retirement System (CalPERS) is a form of compensation for "classic" CalPERS members for CalPERS purposes only. As such, any uniform allowance or the value of uniforms provided by the District will be reported to CalPERS as part of the employee's annual gross income for purposes of computing the employee's and District's CalPERS' contribution.

Under the California Public Employees' Pension Reform Act (PEPRA), a uniform allowance or the value of uniforms is not considered pensionable compensation for "new members" of CalPERS.

- A. All employees for whom uniforms are provided are required to wear a complete uniform when working unless otherwise authorized by their supervisor.
- B. Safety shoes shall be worn by employees as required by the District. The District will replace safety shoes on an as-needed basis.

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- C. Upon termination, all uniforms issued to an employee must be returned to the District. The cost of any uniforms not returned may be pursued through legal means.
- D. The District will work in good faith with Association representatives to develop an updated uniform program beyond what is provided in this section.

ARTICLE 10. BENEFITS

SECTION 1 - HEALTH/MEDICAL

A. ELIGIBILITY

New regular full-time employees are eligible for health, dental and vision benefits on the first day of the month following their date of hire and upon proper application and acceptance, as set forth in the agreement between the District and ACWA/JPIA for the benefit plan year that begins January 1 and ends December 31 of each year. For the purpose of these benefits, full-time is defined as an employee who works at least 24 work hours per workweek.

B. COVERAGE

The cost of coverage for each health plan offered is provided in a premium rate sheet that is updated ahead of the start of each benefit plan year and provided to all employees during open enrollment.

1. The District pays 100% of the Kaiser plus Chiropractic plan for each coverage level: employee only, employee plus one, employee plus family. The District also pays these same amounts towards the cost of any other plan and coverage level an employee selects.
 - a. For example, if the Kaiser plus Chiropractic plan for employee-only coverage is \$600 per month and an employee selects a PPO option for employee-only coverage at a monthly cost of \$900, the District would pay \$600 and the employee would be responsible for the additional \$300 per month.

C. WAIVER OF HEALTH/MEDICAL COVERAGE

Eligible employees who provide proof of coverage under another group health insurance plan may elect to waive District-provided health coverage and will receive \$250 per month in lieu of health coverage.

SECTION 2 - DENTAL & VISION

The District provides dental and vision insurance and pays the full amount of the monthly premiums for all regular full-time employees and their eligible dependents. All eligible employees

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are required to enroll in the dental and vision plans for employee-only coverage. For the purpose of these benefits, full-time is defined as an employee who works at least 24 work hours per workweek.

SECTION 3 - LIFE INSURANCE & ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)

The first day of the month following date of hire, an employee, upon proper application and acceptance by the insurance carrier, shall be covered under a group life insurance and AD&D plan. The District shall pay the full monthly premium costs for coverage.

- A. The benefit is equal to two times an employee's base annual salary, rounded to the next higher \$1,000, up to a maximum of \$300,000.
1. At age 65, but not age 70, benefit is 67% of the amount shown in "A" above.
 2. At age 70 or more, the amount of the insurance will be 45% of the amount shown in "A" above.

SECTION 4 - LONG TERM DISABILITY (LTD) INSURANCE

The District shall pay the full monthly premium costs for employees' LTD insurance coverage. Beginning on or as near to July 1, 2019 as is administratively possible and for the term of this agreement, the District-paid LTD benefit will change from a 66^{2/3} % pre-tax benefit to a 60% post-tax benefit, resulting in the District-paid monthly premiums being made after-tax and making the actual LTD benefit tax-free. To accomplish this, each employee's salary will be "grossed up" approximately 20% to off-set the amount of taxes the District will be paying for each employee.

SECTION 5 - FLEXIBLE SPENDING ACCOUNTS (FSA)

The District will maintain a voluntary FSA program in accordance with applicable IRS statutes to allow employees to pay for covered expenses using pre-tax dollars.

SECTION 6 - STATE DISABILITY INSURANCE (SDI) & PAID FAMILY LEAVE

Employees requested and the District implemented State Disability Insurance (SDI) at the employees' expense. Participation is mandatory. The coordination of SDI or PFL (Paid Family Leave) payments with sick leave cannot exceed the employee's regular weekly wage. Coordinating SDI payments with vacation leave does not affect your benefits. The District requires that employees use two weeks of vacation prior to receiving PFL.

SECTION 7 – DEFERRED COMPENSATION

Beginning on or as near to July 1, 2019 as is administratively possible and for the term of this agreement, FPUD will match .5% of each FPUDEA member's base salary to a District 401(a) plan

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as long as each FPUDEA member is contributing at least that percentage to their individual deferred compensation 457(b) plan.

SECTION 8 - RETIREMENT & SOCIAL SECURITY

A. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS)

The District participates in the California Public Employees' Retirement System (CalPERS).

1. Employees hired at the District before January 1, 2013 are considered "classic members" and contribute 8% of their salary, with the following provisions under the District's contract with CalPERS:
 - a. Pre-Retirement Option 2W Benefit;
 - b. Retirement Benefit Formula of 2.5% at age 55; and
 - c. Single Highest Year Final Compensation Option.

2. Employees hired on or after January 1, 2013 who are also "new members" will contribute 50% of the normal cost established by CalPERS pursuant to the Public Employees' Pension Reform Act (PEPRA), with the following provisions under the District's contract with CalPERS:
 - a. Pre-Retirement Option 2W Benefit;
 - b. Retirement Benefit Formula of 2% at age 62; and
 - c. Average of Three Highest Years' Compensation.

B. SOCIAL SECURITY

All employees of the District participate in the Federal Social Security Program. Payroll deductions are taken from each employee's pay and matching contributions are made by the District.

C. HEALTH REIMBURSEMENT ACCOUNT (HRA)

An employee retiring after age 50, with 10 or more years of continuous employment, has the option of continuing on the District's medical, dental and/or vision insurance plans using an HRA account that is funded with conversion of their sick leave hours as follows:

1. Using the current benefit plan year's premium rates and a 5% projection for possible cost increases in subsequent years, the District estimates the projected cost for the employee to pay 50% of the employee-only monthly premium for dental and/or vision coverage and 50% of the employee-only monthly medical premium/s, with the District paying the remaining 50% of the employee-only dental and/or vision and employee-only monthly medical premium/s.

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Following is an example of how the medical premium costs are shared between the retiree and District:

| | TOTAL MONTHLY PREMIUM FOR KAISER MEDICAL | RETIREE PAYS MONTHLY | DISTRICT PAYS MONTHLY |
|-----------------------|--|----------------------|-----------------------|
| RETIREE Only Coverage | \$ 623.16 | \$ 311.58 | \$ 311.58 |
| RETIREE + One | \$ 1,236.43 | \$ 924.85 | \$ 311.58 |
| RETIREE + Family | \$ 1,745.45 | \$ 1,433.87 | \$ 311.58 |

2. The full amount as calculated in "1" above is the amount that will be transferred from the employee's final sick leave balance to their HRA account, which will be used to make the monthly premium payments until the HRA account balance is depleted or the retiree or their covered spouse, if applicable, reaches Medicare eligibility.

The following is an HRA example for an employee that retires in 2019 at age 60 with 1500 hours of sick leave on the books and typical Medicare eligibility at age 65:

| | | |
|---|---------------------|--|
| 1. Value of Total 1500 Sick Leave Hours at Retirement | \$67,500 | 1500 Hours x \$45.00 (Employee's Hourly Wage) |
| 2. Premium Cost of Retiree + Spouse Coverage for Medical, Dental & Vision | | NOTE: Premium costs provided for example only, they do not represent actual rates |
| 2019 benefit year | \$10,000 | |
| +5% in 2020 | \$10,500 | |
| +5% in 2021 | \$11,025 | |
| +5% in 2022 | \$11,567.25 | |
| +5% in 2023 | \$12,155.06 | |
| 3. Amount Deposited to HRA | \$55,256.31 | Estimated total cost for coverage to Medicare eligibility in 2023 |
| 4. Amount of Sick Leave Remaining After Amount Deposited to HRA | \$12,243.69 | Calculation: \$67,500-\$55,256.31 |
| 5. Hours Equivalent of Remaining Sick Leave | 272.08 Hours | Calculation: \$12,243.69/\$45.00. *Eligible to cash out or convert to CalPERS service credit full remaining balance since less than 600 hours max. in effect for 7/1/19-6/30/20 |
| 6. Cash out value or amount to be converted to CalPERS service credit | \$12,243.60 | Calculation: 272.08*\$45.00 |

3. If a retiree's HRA account balance is depleted before they become eligible for Medicare, he/she can instead begin paying their share of the monthly premiums directly

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to the District in order to continue coverage under the District's medical, vision and/or dental insurance plans until the retiree or their spouse, if applicable, is eligible for Medicare.

4. Once a retiree and/or their covered spouse becomes eligible for Medicare, which makes them ineligible to continue on the District's medical coverage, they are also no longer eligible to continue on the District's dental and/or vision coverage. Instead, they will receive information on continuing their coverage/s using COBRA.

5. Actual premium rates to be deducted from each retiree's HRA will be updated as the actual rates are provided for each new plan year (January 1 – December 31).

6. If applicable, any balance in the account when the retiree becomes eligible for Medicare or if they should die prior to becoming eligible for Medicare, will be available for the same use to the retiree's covered eligible dependent(s) until they become eligible for Medicare or COBRA rights are exhausted, whichever comes first. If there is no covered eligible dependent(s), any unused balance shall be forfeited.

7. If an employee has sick leave hours remaining after the mandatory contribution to the HRA account as described above, OR if the employee chooses to not participate in the HRA, the employee has the choice of:

a. Cashing out half of their remaining sick leave hours balance, up to the maximum as outlined below, or all of their remaining balance, whichever is less; or

- 600 hours max. – Effective July 1, 2019 - June 30, 2020
- 500 hours max. – Effective July 1, 2020 – June 30, 2021
- 400 hours max. – Effective July 1, 2021 – June 30, 2022

b. Converting half of their remaining sick leave hours balance, up to the maximum as outlined above, to CalPERS service credit.

ARTICLE 11. EDUCATIONAL PLAN

On or as near to July 1, 2019 as is administratively possible, a combined sum of \$30,000 will be designated for continuing education for FPUDEA and FMEA employees. Any unused funds as of June 30, 2020 will roll over to the following year's education fund.

On or as near to July 1, 2020 as is administratively possible, a combined sum equal to the amount of \$30,000, not including funds rolled over from the previous year, will be designated for continuing education for FPUDEA and FMEA employees. Any unused funds as of June 30, 2021 will roll over to the following year's education fund.

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On or as near to July 1, 2021 as is administratively possible, a combined sum equal to the amount of \$30,000, not including funds rolled over from the previous year, will be designated for continuing education for FPUDEA and FMEA employees.

Unit members seeking participation in the educational plan must first obtain approval from the General Manager. The General Manager shall have the authorization to increase District contribution to the fund, at his/her discretion, throughout the remainder of the agreement.

If, at any time, the education fund is depleted, the District shall inform the Association immediately, in writing, that funds are no longer available, to help employees prepare for the following semester.

The funds set aside for the educational plan will not be used to replace existing funds for unit member certification and other job-related training.

An employee participating in the educational plan must receive a grade of "C" or better in each class in order to receive reimbursement.

ARTICLE 12. LAYOFF PROCEDURES

The District agrees to meet with the bargaining unit representatives at least 30 days prior to issuance of any layoff notices for the purpose of conferring over the impact and implementation of said layoffs and to discuss alternatives and options; however, the General Manager shall retain the final decision with respect to the classifications and number of employees to be laid off.

A. The layoff process shall be administered and employees selected for layoff as follows:

First: Temporary employees

Second: Probationary employees

Third: Part-time employees

Fourth: Regular employees

1. Regular employees in classifications identified to be laid off will be laid off in order of seniority, with the employee with the least seniority laid off first.
2. Whenever two or more employees have identical seniority in the affected classification, the order of layoff shall be determined by the General Manager on the basis of performance.

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3. In lieu of being laid off, regular employees have the right to demote to a lower vacant position with the District and for which the employee meets the minimum qualifications and is capable of performing the essential functions of the position.

ARTICLE 13. USE OF DISTRICT VEHICLES

Except as provided in this section, District vehicles may be used by employees only for conducting District business. Violations may result in disciplinary action, up to and including termination.

A. An employee who is assigned a District vehicle shall not allow any other individual, including District employees, to drive the vehicle for personal use.

B. An employee may be granted limited personal use of a District vehicle upon first receiving approval by the General Manager or his designee.

ARTICLE 14. DISCIPLINARY ACTION

Violations of FPUD'S Personnel Regulations, safety rules, criminal law, and/or actions which are insubordinate, flagrantly careless and/or incompetent, or otherwise prejudicial to the best interests of the District, will be subject to disciplinary action, up to and including termination.

While it is the District's intent to take a progressive approach to disciplinary matters, progressive discipline is not required depending on the severity of the employee's misconduct.

SECTION 1 - DISCIPLINARY ACTIONS NOT SUBJECT TO NOTICE AND APPEAL PROCEDURES

A. The following disciplinary actions may be taken to address an employee's performance deficiencies and/or to address a violation as stated above:

1. Verbal counseling/warning
2. Written warning
3. Reassignment
4. Suspension without pay for up to 3 days

SECTION 2 - DISCIPLINARY ACTIONS SUBJECT TO NOTICE AND APPEAL PROCEDURES

A. The following disciplinary actions require that written notice of intent to discipline be given to the employee, with an opportunity for the employee to appeal the proposed discipline:

1. Suspension from duty without pay for 4 or more days

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2. Salary step reduction
3. Demotion
4. Termination from District employment

B. A written notice of intent to discipline shall be provided to the employee not less than 10 business days prior to the effective date of the proposed disciplinary action and shall contain:

1. Specific charges upon which action is based;
2. The reasons why such action is being taken;
3. Copies of the materials upon which the action is based;
4. Information essential to give the employee a fair opportunity to answer the charges made;
5. A time and date no less than 5 business days after the notice of intent to discipline was provided to the employee by which the employee must submit a written response, including their intent to appeal the proposed discipline either in writing or at a Skelly meeting with the General Manager; and
6. A tentative date and time for a Skelly meeting.

C. Failure of the employee to respond to the notice of intent to discipline shall constitute a waiver by the employee of any right to appeal the proposed discipline and will result in the discipline being imposed as originally presented.

D. If the employee or former employee is dissatisfied with the decision made by the General Manager or his designee, he may appeal in writing, to the President of the Board of Directors. This written notice of appeal shall be filed with the Secretary of the District no later than fifteen calendar days after the date of service of the notice of the General Manager's or his designee's decision, whichever is earlier. Either party may also request a no-cost mediation through the State Mediation and Conciliation Service prior to the appeal hearing. Such request must be made by the employee within the same fifteen calendar day period noted above, or by the District within 15 calendar days of receiving notice of the employee's written appeal.

1. The Secretary shall schedule a hearing within thirty calendar days of the date of filing of the notice of appeal, and the Secretary shall notify the employee of the time and date fixed for the hearing. This time can be extended for good cause.

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2. Upon conclusion of the hearing, the Board of Directors shall inform the employee, in writing, of their determination within 5 business days. This time can be extended for good cause.
3. The Board of Directors has the power to reinstate a discharged employee and/or to impose less severe discipline on the employee. The decision of the Board of Directors is final and cannot be appealed.

ARTICLE 15. GRIEVANCE PROCEDURE

A grievance shall be considered as any matter for which appeal is not elsewhere provided for concerning a dispute about the interpretation or application of the terms or conditions contained in this MOU, the Personnel Regulations, or a District policy or procedure regarding the same.

SECTION 1 – PURPOSE

A. To provide employees, either individually or through the Association representatives, with a means of obtaining further consideration of a complaint or issue after every reasonable effort has failed to resolve them through less formal discussion.

SECTION 2 – PROCEDURE

A. First Level of Review - Immediate Supervisor

An employee should first try to get their complaint/issue settled informally through discussion with his/her immediate supervisor within 15 business days of the occurrence of the event resulting in the grievance. If the employee is not in agreement with the outcome of the discussion, he/she then has the right to file a formal grievance, in writing, to the Operations Manager or Human Resources Manager within 10 business days after receiving the informal decision of his/her immediate supervisor.

B. Second Level of Review – Operations Manager or Human Resources Manager

If an employee does not receive a satisfactory answer or resolution from his immediate supervisor, he will be allowed 10 business days to refer the grievance, in writing, to the Operations Manager, in the case of field personnel, or to the Human Resources Manager in the case of office personnel. The written grievance shall detail the facts upon which the grievance is based and be dated and signed by the employee. After receiving the written grievance, the Operations Manager or Human Resources Manager will promptly schedule a meeting to provide the employee an opportunity to present his appeal personally. The manager who met with the employee will provide a written response within 15 business days. If the employee does not agree with the decision reached, he/she may present the appeal in writing to the General Manager.

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C. Third Level of Review - General Manager

The General Manager or his/her designated representative should discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The General Manager may designate any person or persons to advise him/her concerning the appeal.

The General Manager shall render his/her decision and comments in writing and return them to the employee within 10 business days after receiving the appeal. The decision at this step shall be final and conclusive for all parties.

D. Grievance Against General Manager

A grievance in which the General Manager is a party may be submitted to the President of the Board of Directors. The written grievance shall detail the facts upon which the grievance is based and be dated and signed by the employee. The grievance shall be submitted to the President of the Board of Directors within 15 business days of the event resulting in the grievance. The Board of Directors will investigate the grievance and may hold a formal or informal hearing at its discretion, unless waived by the employee. The Board of Directors shall submit its written decision within 10 business days. The decision of the Board of Directors is final.

Timeframes, as set forth above, may be extended by mutual agreement between the parties.

E. Grievance Policy Exclusions

This grievance procedure shall not apply to:

1. The content of employee evaluations;
2. Verbal warnings or counseling;
3. Employee recognition programs; or
4. Any other subject unless covered in the expressed terms of this MOU.

ARTICLE 16. HOLIDAY PARTY

The District agrees to contribute \$4,000 toward each Association-sponsored annual holiday party in 2019, 2020 & 2021; however, the District is not liable for any damages that may result from an employee's voluntary attendance at the party.

ARTICLE 17. ENTIRE AGREEMENT & SIGNATURES

If any of this MOU is declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable provisions of Federal, State or Local laws or regulations, such part or provisions shall be suspended and superseded by such applicable law or regulations and the remainder of this MOU shall remain in full force and effect for the duration of this MOU.

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It is acknowledged that during negotiations which resulted in this MOU, FPUDEA had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects within the scope of representation. Therefore, for the term of this agreement, FPUDEA agrees that FPUD shall not be obligated to meet and confer with respect to any subject or matter not specifically referred to or covered in this MOU. All terms and conditions of employment not covered in this MOU shall continue to be subject to FPUD's direction and control.

Except as specifically restricted by an express provision of this MOU, FPUD retains and may exercise all management rights and prerogatives in its discretion.

The terms and conditions of this MOU shall remain in effect during negotiations if the negotiations extend beyond June 30, 2022 until a new MOU is agreed upon or impasse is reached, whichever occurs first.

It is agreed that the Personnel Regulations shall be changed to reflect the changes contained herein.



President, Board of Directors

JUN 18 2019

Date



FPUDEA

6-19-19

Date

