

MEMORANDUM OF AGREEMENT

TERMS AND CONDITIONS OF EMPLOYMENT FOR GENERAL EMPLOYEES OF THE YUCAIPA VALLEY WATER DISTRICT

The following are the terms and conditions of employment for General Employees of the Yucaipa Valley Water District ("District" or "YVWD") contract period **July 1, 2016 through June 30, 2019**. Each may be referred to herein as a "Party" and jointly as the "Parties".

1.0 Application. These Terms and Conditions of Employment ("Terms and Conditions") apply to the IBEW Local Union 1436 – YVWD Unit ("General Employees") of the District pursuant to Resolution No. 04-2007, adopted on January 17, 2007.

2.0 Term. This Memorandum of Agreement ("Agreement") shall have a three-year term and continue in effect until June 30, 2019. This Agreement is entered into between the YVWD and the General Employees pursuant to the provisions of the Myer-Milias-Brown Act, and thereafter shall continue in effect fiscal year by fiscal year unless either one of the Parties appropriately notifies the other Party, in writing, of its request to modify, amend or terminate the Agreement. Requests to modify the Agreement shall be submitted to the other Party during the forty-five (45) calendar day period commencing January 1, 2019.

3.0 Salary Increase. All unit members shall receive a seven percent (7%) base salary increase, effective the first feasible pay period following full ratification of the tentative agreement (presently estimated to be February 26, 2018).

4.0 Salary Schedule.

4.1 The salary schedule shall be increased by seven percent (7%) for all ranges effective the first feasible pay period following full ratification of the tentative agreement (presently estimated to be February 26, 2018).

4.2 Effective July 1, 2018, all General Employee salary schedules shall be increased by three percent (3%) for all ranges.

5.0 PERS Retirement Contribution. Classic PERS unit members shall be responsible for paying the employee portion of the PERS retirement contribution (currently seven percent (7%)), effective the first feasible pay period following full ratification of the tentative agreement (presently estimated to be February 26, 2018).

6.0 Merit Salary System. The merit salary increases shall be established at zero percent (0%) to six percent (6%) for this contract period. In accordance with established negotiated practice, evaluations will be completed in March of each contract year and any merit increases based thereon shall be effective April 1 of each contract year.

7.0 Medical Insurance Provisions. The District shall contribute a monthly amount equal to the average of the single employee, employee plus spouse, employee plus family plans. Employees in the General Employee bargaining unit shall be responsible for any cost above the fixed monthly contribution by the District through regular payroll deduction.

Below are the current premiums for the 2018 calendar year:

2018 Calendar Year Health Benefit Contribution	
Single	\$843
Employee +1	\$1,294
Family	\$1,682

8.0 Personnel Manual Changes. The following sections of the Yucaipa Valley Water District's Personnel Manual shall be modified:

A. Rules and Regulations - Work Boots.

It is the responsibility of each employee (administrative and non-administrative) to purchase and have available at work steel toe work boots ("Work Boots"). Work boots are worn on a regular basis by all non-administrative employees including but not limited to employees in the water, sewer, and recycled water divisions. All other employees may be required to wear Work Boots in the event of emergency or hazardous conditions.

All Work boots shall meet the following minimum criteria:

- made of leather construction;
- required to have steel toe protection with an American National Standard Institute (ANSI) rating of no less than C-75;
- have a height of no less than six (6) inches in order to cover the ankle and provide support; and
- may be a style which is either a slip-on or have laces depending on the job requirement.

The District will provide an allowance of \$300.00 per employee for safety steel toe work boots in July of each fiscal year (July 1 to June 30). Any purchase or series of purchases, within a one-year period that exceeds this amount will be the responsibility of the employee.

B. Time Off - Bereavement Leave.

Employees are eligible to receive up to five days of paid leave for the death of a spouse/partner, parent, child, sibling, grandparent, grandchild, or spouse/partner's parent to attend services or assist in arrangements relative to the event in accordance with the applicable rules and regulations pertaining hereto.

C. Time Off - Catastrophic Leave.

Catastrophic illness/injury shall be defined as those categories (exclusive of stress) generally accepted by medical insurance carriers. Employees of the District who suffer a catastrophic injury/illness in which the employee is expected to be incapacitated for an extended period of time, the time to be determined on a case by case basis by the Catastrophic Sick Leave Plan Committee as specified below, shall become eligible to use this Catastrophic Sick Leave Plan ("Plan") subject to the restrictions and conditions outlined below:

- a. An employee may elect to enroll in the plan at any time. To enroll as a member of the Plan, the employee must donate a minimum of 24 hours at the time the employee elects to join the Plan.
- b. An employee may elect to join the Plan upon the first day of employment with the District. At that time, as the employee will not currently have any accrued sick leave, 2.78 hours per pay period (equal to seventy-five percent (75%) of the total pay period accrual) will be donated into the Plan and the employee will accrue the remaining sick leave of 0.92 hours per pay period (equal to twenty-five percent (25%) of the total pay period accrual) until 24 hours are contributed to the Plan. This mechanism is also available to existing employee's for all or a portion of the 24 hours required to contribute to the Plan.
- c. The employee must be an active participating member of this Plan in order to receive any form of benefit as described below.
- d. In the event of a catastrophic illness as described above, the following options shall be utilized in the following order: (a) employee's accumulated sick leave; and (b) authorized catastrophic leave.
- e. The employee to receive donated sick leave from the Plan must have exhausted all but 10 hours of sick leave and must be in a true catastrophic condition.
- f. In order for members to remain as participants, each person must maintain continued participation as defined below.

The donation of sick leave time to the Plan shall be irrevocable. The member shall file an irrevocable "Catastrophic Sick Leave Plan Deposit Form" with Payroll. A donation to the Plan shall be a general donation and from prior years' accumulations, or future accrued sick leave as provided above, and shall not be donated to a specific employee for his or her exclusive use.

There is no limit to the number of sick leave days a member may donate to the Plan, so long as after the initial 24 hours of donation: (1) the minimum number of accumulated sick leave days available in the employee's account does not fall below eighty (80) hours.

A contribution of 8 hours will be required of all participants if the number of hours in the Plan falls below 400 hours. This assessment will occur automatically with notification sent to all participating members that an additional contribution was made from your sick leave. Members who are drawing from the Plan at the time of the assessment will not be required to contribute to remain eligible to draw from the Plan. If a participant has ten (10) or less days (80 hours) of remaining sick

leave at the time of the assessment, they need not contribute the additional day to remain a participant in the Plan.

In the event, the accrued catastrophic leave fund balance exceeds the amount of \$250,000, each active member in the Plan will receive eight (8) hours of sick leave returned to their personal sick leave accruals and the fund balance of the catastrophic leave will be reduced proportionately. Employees will receive written notification of this disbursement from the Plan.

Leave from the Plan may not be used for illness or disability which qualifies the employee for Worker's Compensation benefits; however, this plan may augment other benefits. When the employee may reasonably be presumed to be eligible for disability retirement or, if applicable, Social Security, he / she may be requested to apply for such retirement. Failure of the employee to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) working days will disqualify the member from further Catastrophic Sick Leave Plan payments.

Cancellation of membership in the Plan occurs automatically whenever a member fails to make his or her contribution as defined above. The employee shall not be eligible to draw from the Plan as of the effective date of cancellation. Sick leave previously authorized for contribution to the Plan shall not be returned if the member elects or causes cancellation.

A member wishing to use this Catastrophic Sick Leave Plan shall submit a "Catastrophic Sick Leave Plan Request for Withdrawal Form". This form shall be submitted to the General Manager. The request shall clearly state the details of the catastrophe and the amount of sick leave requested.

Appropriate written verification of the catastrophic illness or injury must be included with the request. The member should be prepared to provide additional documentation on the nature and severity of the illness or injury, if requested.

The Catastrophic Sick Leave Plan Committee ("Committee") shall consider each disbursement request by members of the Plan. The committee shall consist of the following:

- One active employee assigned by a majority of the Exempt Employee Bargaining Group:
- One active employee assigned by a majority of the Supervisory Employee Bargaining Group:
- One active employee assigned by IBEW from the General Employee Bargaining Group.

The Committee may grant, reject or partially grant a request based on a number of factors, including but not limited to the degree of illness, other forms of leave available, and other factors deemed by the Committee to be relevant to the particular situation. The members of the Committee shall not disclose the medical conditions of the employee requesting Catastrophic Sick Leave under the Plan. The action by the Committee is final.

In the event that an employee does not qualify for Catastrophic Sick Leave they may request approval from the General Manager to obtain individual donations of sick time from District employees.

The maximum number of duty days allowed to be utilized by one member for a single catastrophic injury/illness shall not exceed thirty days (240 hours) per request. A member may request a specific number of days on one "Catastrophic Sick Leave Plan Request for Withdrawal Form". The member may request additional days after the use of twenty (20) duty days (or 160 hours) by filing an additional request for consideration to the Committee.

Any days approved that are unused by the member shall be returned to the Catastrophic Sick Leave Plan for future withdrawals by a Plan participant upon approval.

If a Plan member receives hours from the Plan, the member will receive those Plan hours at the same rate of pay currently received by the employee. No distinction shall be made as to the differing pay rates of the donors or recipients.

IBEW Local Union 1436 - YVWD Unit:

<u>/S/ Sean Trost</u>	_____
Authorized Representative – Sean Trost	Date

<u>/S/Kyle Westerlin</u>	_____
Authorized Representative – Kyle Westerlin	Date

Yucaipa Valley Water District:

<u>/S/ Allison M. Edmisten</u>	_____
Allison M. Edmisten, Chief Financial Officer	Date