

MEMORANDUM OF UNDERSTANDING

Between

El Dorado County Water Agency

And

**El Dorado County Employees' Association, Local 1
AFSCME Council 57
Representing the
El Dorado County Water Agency General Unit**

January 1, 2021 – December 31, 2023

MEMORANDUM OF UNDERSTANDING

Between El Dorado County Water Agency and
EDCEA Local 1 AFSCME Council 57 Representing EDCWA General Unit

January 1, 2021 – December 31, 2023

TABLE OF CONTENTS

ARTICLE 1	TERMS AND CONDITIONS.....	1
Section 1	Negotiation and Ratification.....	1
Section 2	Other MOUs and Policies.....	1
Section 3	Problem Solving Approach	1
ARTICLE 2	AUTHORIZED AGENTS AND RECOGNITION	2
Section 1	Authorized Agents	2
Section 2	Recognition.....	2
ARTICLE 3	AGENCY RIGHTS.....	2
Section 1	Agency Rights - General.....	2
Section 2	Post-Agreement Rights.....	3
Section 3	Contracting Out Services	3
ARTICLE 4	LOCAL 1 RIGHTS.....	3
Section 1	Fair Share Fee Agreement	3
Section 2	Communications with Employees	4
ARTICLE 5	NON-DISCRIMINATION	4
ARTICLE 6	PERFORMANCE EVALUATION, COMPENSATION AND RELATED ISSUES	4
Section 1	Performance Evaluation	4
Section 2	Compensation Administration	5
Section 3	Salary Review Date	6
Section 4	Temporary Job Assignments.....	6
Section 5	Leave Without Pay.....	6
ARTICLE 7	HOURS OF WORK.....	6
Section 1	Rest Periods; Lunch	7
Section 2	Emergency Office Closure	7
Section 3	Attendance	7
Section 4	Overtime.....	7

Section 5	Compensatory Time Off	8
ARTICLE 8	EMPLOYEE BENEFITS AND RETIREMENT	8
Section 1	Health Plans (Medical/Dental/Vision)	8
Section 2	Life Insurance.....	11
Section 3	Long Term Disability	11
Section 4	State Disability Insurance (SDI).....	11
Section 5	Plan Documents or Contracts Controlling	12
Section 6	Employee Assistance Program	12
Section 7	IRC 125 Plan.....	12
Section 8	Retirement Benefits.....	12
Section 9	Longevity Pay.....	13
Section 10	Miscellaneous Programs.....	14
Section 11	Injury or Illness Leave Time	14
ARTICLE 9	PAID LEAVES	14
Section 1	Holidays	15
Section 2	Vacation.....	15
Section 3	Sick Leave.....	16
ARTICLE 10	FITNESS FOR DUTY.....	19
ARTICLE 11	AT-WILL EMPLOYMENT, EMPLOYEE CONDUCT, AND DISCIPLINE.....	19
Section 1	At-Will Employment	19
Section 2	General Rules of Conduct.....	19
Section 3	At-Will Employment; Disciplinary Actions.....	20
ARTICLE 12	LAYOFF AND RESIGNATION	20
Section 1	Layoff and Recall.....	20
Section 2	Resignation	20
Section 3	Job Abandonment/Voluntary Termination	21
ARTICLE 13	PEACEFUL PERFORMANCE.....	21
ARTICLE 14	FULL UNDERSTANDING, MODIFICATION, WAIVER.....	21
ARTICLE 15	SEVERABILITY.....	22
ARTICLE 16	SUCCESSOR AGREEMENT	22

**Between El Dorado County Water Agency
and
El Dorado County Employees' Association, Local 1 AFSCME Council 57
Representing the
El Dorado County Water Agency General Unit**

ARTICLE 1 TERMS AND CONDITIONS

Section 1 Negotiation and Ratification

El Dorado County Employees' Association, Public Employees Union, Local 1, affiliate of AFSCME **Council 57** (herein referenced as "Local 1") and representatives of El Dorado County Water Agency (herein referenced as "Agency") have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the El Dorado County Water Agency General Unit (hereinafter referenced as "EDCWA General Unit"), have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees. Local 1 and the Agency are referred to collectively as the "parties" and individually as a "party."

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code sections 3500-3510), and has been jointly prepared by the parties.

This Memorandum of Understanding ("MOU" or "Agreement") is for the period commencing on January 1, 2021 through and including December 31, 2023 ("Term"), and it shall become effective upon approval of the Agency Board of Directors. Nothing herein shall be applied on a retroactive basis unless specifically indicated in writing within the Agreement.

Section 2 Other MOUs and Policies

This MOU cancels any previous MOUs and side letters with respect to the EDCWA General Unit. The El Dorado County Water Agency Employee Handbook ("Employee Handbook"), and related administrative policies and procedures, shall remain in force and effect other than where superseded by specific provisions of this MOU.

Any reference herein to benefits or programs provided by El Dorado County to its employees is a reference to benefits or programs provided under the Memorandum of Understanding, effective July 1, 2018 through June 30, 2020 and any successor MOU, between the County of El Dorado and the El Dorado County Local 1 General, Professional and Supervisory Bargaining Units.

Section 3 Problem Solving Approach

The parties affirm their commitment to an interest-based problem solving approach to issues and disputes which arise during the term of this Memorandum of Understanding.

ARTICLE 2 AUTHORIZED AGENTS AND RECOGNITION

Section 1 Authorized Agents

For the purpose of administering the terms and provisions of this MOU, the following authorized agents have been designated:

El Dorado County Water Agency

General Manager
4330 Golden Center Drive, Suite C
Placerville, CA 95667

El Dorado County Employees' Association

Public Employees Union, Local 1 AFSCME Council 57
Executive Director
2864 Ray Lawyer Drive, Suite 202
Placerville, CA 95667

Each party shall be responsible for providing, in writing, to the other party the current title, address and telephone number of the designated representative and a list of persons authorized to act on its behalf or receive service in its name.

Section 2 Recognition

- A. Agency recognition - The General Manager is the representative of the El Dorado County Water Agency in matters related to employer-employee relations.
- B. The El Dorado County Employees Association, Public Employees Union, Local 1 AFSCME Council 57, is the exclusively recognized employee organization for the EDCWA General Unit. Represented classifications in the EDCWA General Unit are listed in Appendix "A", attached hereto.

ARTICLE 3 AGENCY RIGHTS

Section 1 Agency Rights - General

The Agency retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this MOU, except as expressly limited by a specific provision of this MOU. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the Agency and not abridged herein, include, but are not limited to, the following: to manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of

conduct; to determine the type and scope of work to be performed by Agency employees and the services to be provided; to classify positions, to establish initial salaries of new classifications; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Section 2 Post-Agreement Rights

Nothing in this Article is intended to alter the post-agreement rights of the respective parties as established by law to meet and confer on changes which would affect the wages, hours, and other terms and conditions of employment, except, however that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

Section 3 Contracting Out Services

The Agency reserves the right to contract out services. In the event that the Agency is considering contracting out services or extending a contract for services which will directly result in the layoff of current employees, the Agency will notify Local 1 and meet and confer prior to the implementation of the action to the extent required by law. The parties agree that if the Agency intends to contract out work subject to this section the Agency will notify Local 1 and provide an opportunity for discussion prior to transmitting the item to the Agency Board of Directors.

ARTICLE 4 LOCAL 1 AFSCME COUNCIL 57 RIGHTS

Section 1 Fair Share Fee Agreement

A. Union Membership

1. Union membership is not a mandatory condition of employment for any employee covered under this Agreement. However, as provided by Government Code Sections 1157.3 and 1157.12, the Agency will comply with requests for membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the Union.
2. Payment may be requested by the Union pursuant to an employee's authorization for such deductions. The Agency will rely on a certification from the Union that it has and will maintain an authorization for such deductions signed by the affected employee. The Union shall not be required to provide a copy of such authorization to the Agency unless a dispute arises about the existence or terms of the authorization.
3. The Agency shall direct employee requests to cancel or change deductions to the Union. As provided by Government Code Section 1157.3(b), the revocability of such authorizations shall be determined by the terms of the authorizations. The Agency will rely on information provided by the Union regarding whether deduction authorization was properly cancelled or changed by an employee.

4. As provided by Government Code Sections 1157.12(a) and (b), the Union shall indemnify the Agency for any claim made by an employee for deductions made in reliance on the Union's certification that it possesses an employee's deduction authorization or the Union's information regarding whether an employee's authorization had been changed or cancelled.

B. Employee Rights

Local 1 agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in the EDCWA General Unit, regardless of whether or not they are members of Local 1.

Section 2 Communications with Employees

Local 1 shall be allowed by the Agency to use available bulletin board space to post notices of elections and results of elections, appointments, notices of meetings, and notices of recreational and social affairs. The posting of any other classes of notices or written or printed cards, pamphlets, or literature of any kind on Agency bulletin boards must receive prior approval from the Agency. All material posted shall 1) not be obscene, 2) shall not malign the Agency or its representatives and 3) shall not constitute harassment, discrimination or retaliation based on a legally protected status. Use of Agency bulletin boards shall not interfere with the legitimate needs of the Agency. The Agency General Manager or designee reserves the right to remove any material posted in violation of this section if Local 1 refuses to remove the material on its own.

The designated representative of Local 1 shall give notice to the Agency General Manager or designee when contacting Agency employees during the duty period of employees, provided that solicitation for membership or other internal employee organization business shall be conducted only during the non-duty hours of all employees concerned. Non-duty hours are defined as before or after work, lunch periods and rest break periods.

ARTICLE 5 NON-DISCRIMINATION

There shall be no discrimination in the implementation of this MOU because of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, gender identity, age or, participation or non-participation in Local 1 activities against any employee covered hereby by Local 1 or the Agency.

ARTICLE 6 PERFORMANCE EVALUATION, COMPENSATION AND RELATED ISSUES

Section 1 Performance Evaluation

Performance evaluations are conducted under the criteria in the Employee Handbook. The performance of a regular employee will normally be reviewed annually by the employee's immediate supervisor on or about the anniversary date of the employee's first performance review. At the time of the performance review, the employee's salary shall also be reviewed

(see Article 6, Section 3 below).

Section 2 Compensation Administration; Salary Schedules

The Agency General Manager may authorize advancements within the Agency-adopted personnel allocation and salary schedule in accordance with these criteria, up to and including the fifth step. Special merit increases of more than one step may be granted only upon recommendation of the General Manager and approval by the Agency Board of Directors. It is hereby agreed that during the Term of this Agreement, there shall be no adjustment to the salary schedules for covered positions adopted by the Agency in 2017.

A. First Step

The first step is the minimum rate and should normally be the hiring rate for a particular position.

B. Second Step

The second step is an incentive adjustment to encourage an employee to enhance his/her work performance. An employee may be eligible for consideration for a merit increase to the second step after six months of continuous service. Such merit increase shall be given only upon recommendation of the immediate supervisor and approval by the Agency General Manager. The Agency General Manager may, within his or her discretion, make the approval and effective date of the merit step increase retroactive to the date the employee was first eligible for the increase.

C. Third Step

The third step is the rate at which an employee may be paid after satisfactory performance in a given position with not less than one year's service at the second salary step. A merit increase to the third step shall be granted only upon approval by the Agency General Manager. The Agency General Manager may, within his or her discretion, make the approval and effective date of the merit step increase retroactive to the date the employee was first eligible for the increase.

D. Fourth Step

The fourth step may be granted only after the employee has served a minimum of one year at the third step and upon recommendation by the immediate supervisor that the employee's work is fully satisfactory, and upon approval of the Agency General Manager. The Agency General Manager may, within his or her discretion, make the approval and effective date of the merit step increase retroactive to the date the employee was first eligible for the increase.

E. Fifth Step

The fifth step is the rate for a qualified and experienced employee whose work performance is rated fully competent. An employee may be eligible for consideration to this step only after serving a minimum of one year at the fourth step and upon approval of the Agency General Manager. The Agency General Manager may, within his or her discretion, make the approval and effective date of the merit step increase retroactive to

the date the employee was first eligible for the increase.

F. Hiring Above First Step

An employee may be hired above the first step in the event that he/she possesses unusually high qualifications, and when such action clearly appears to be in the best interest of the Agency. An employee hired at any step above the first step shall be considered for the next step increase after not less than one year's service at the preceding step.

Section 3 Salary Review Date

An employee's salary rate shall generally be reviewed annually on the anniversary of his/her employment or promotion, pursuant to the Agency-adopted personnel allocation and salary schedule, and is generally at the same time as the employee's performance evaluation. In the event that the employee's first salary increase was in a six (6) month period, then the employee's salary review date will be one year from the increase. A change in an employee's salary review or performance evaluation date shall not affect the employee's date of hire for longevity pay or vacation accrual rates.

Section 4 Temporary Job Assignments

When an employee in a regular position is assigned in writing to perform all of the duties of a vacant position, which is at a higher pay range than the range the employee is normally assigned to, and the assignment lasts more than fifteen (15) working days, the employee shall receive compensation for such work retroactive to the first day of the assignment, provided that the employee meets the minimum qualifications for the higher position and the position is Board approved.

The employee shall be placed at a salary step in the higher salary range, which is closest to and provides an increase in compensation of no less than five percent (5%) above the employee's current step. If the top step of the higher salary range provides less than a five percent (5%) increase over the employee's current step, the employee shall be placed at the top step of the higher range.

The Agency General Manager may authorize the higher pay assignment for a period not to exceed six (6) months. The Agency Board of Directors may extend the period beyond the six (6) months.

Section 5 Leave Without Pay

Authorized leave without pay shall not extend an employee's date of eligibility for longevity pay increases and vacation accrual rates. Notwithstanding Article 6, Section 2, an employee's eligibility for performance salary step increase shall be extended commensurately for each full pay period an employee is on authorized leave without pay except as provided by law.

ARTICLE 7 HOURS OF WORK

Section 1 Rest Periods; Lunch

Unless otherwise established for particular employees, non-exempt employees shall be allowed a compensated rest period of 15 minutes during each four (4) consecutive hours of work. Such rest periods shall be scheduled by the employee's supervisor in accordance with Agency requirements. The Agency may designate the timing of and location or locations where rest periods may be taken. The rest periods may not be combined or used to shorten the workday (e.g., by taking a break at the beginning or end of the workday, or to increase a lunch period).

Unless otherwise established for particular employees, employees shall also receive an unpaid 30 minute lunch period at approximately the middle of the shift. During the meal period, the employee shall be completely relieved of duties. If the employee is authorized in advance and performs work duties during the meal period, the employee shall be compensated for such time. Meal periods may not be used to shorten the work day.

Section 2 Emergency Office Closure

At the discretion of the General Manager, Agency offices may be closed in emergency situations (e.g., roads closed due to snow).

- A. Regular employees who are scheduled to work but who are directed to not report to work or who are sent home from work due to emergency office closure shall receive their regular pay for that shift. An employee shall not receive regular pay if the employee does not report to work due to any circumstance other than an Agency directive closing the Agency offices.
- B. If the office closure lasts more than one day, employees may be instructed to report to an alternative work site in the same general geographical area. If the Agency is unable to obtain an alternative work site after the first day of emergency office closure, employees will be paid for subsequent work day(s) of closure.

Section 3 Attendance

Employees shall attend work in accordance with the Agency established hours of work, holidays and leaves. The Agency General Manager or designee shall enforce attendance requirements and shall keep attendance records of employees. Any unauthorized absence by an employee may be the basis for discipline.

Section 4 Overtime

The Agency is committed to observing all of its obligations under the Fair Labor Standards Act (hereafter "FLSA"). All Agency pay practices shall comport with, and shall be interpreted to ensure the minimum requirements of the FLSA.

This Article 7, Section 3 and Article 3, Section 4 below apply only to the Agency's non-exempt employees. Agency exempt positions are not eligible to receive overtime pay or compensatory time off.

Overtime is defined as actual hours worked in excess of forty hours in a seven (7) day workweek. "Hours worked" shall include any hours when the employee was absent from work, including but not limited to administrative leave, vacation, authorized compensatory time off, or

sick leave.

It is the Agency's general policy to avoid the need for overtime work whenever possible. Overtime will be paid in quarter (1/4) hour increments. All overtime work must be authorized in advance by the employee's supervisor, except in cases of emergency.

Section 5 Compensatory Time Off

A non-exempt employee may request to be compensated for overtime with compensatory time off on the basis of 1-1/2 hours of time off for each hour of overtime worked at the discretion of the immediate supervisor, and approval of the Agency General Manager, with due regard to Agency needs.

Authorized compensatory time off may be accrued up to a maximum of eighty (80) hours of compensatory time in a calendar year. Once an employee accrues eighty (80) hours of compensatory time off, the employee ceases accruing compensatory time off and all overtime will be worked for pay. Compensatory time off will be cashed out in the pay period including December 31 of each year.

An employee who wishes to use compensatory time off, must fill out a Leave Request Form. Use of compensatory time off must be approved in advance by the employee's supervisor.

Any employee who separates from Agency employment shall be paid for all unused compensatory time at the employee's salary at the time of the separation.

ARTICLE 8 EMPLOYEE BENEFITS AND RETIREMENT

Section 1 Health Plans (Medical/Dental/Vision)

- A.** A mutual goal of the Agency and Local 1 is to limit and manage the impacts of health plan costs on both Agency employees and the Agency's budget. Employees are offered participation in the County of El Dorado's medical, dental and vision plans (collectively "health plans" unless the context indicates otherwise), for employees and dependents.
1. The Agency and Local 1 agree to continue, during the term of the MOU, to meet and work on long term options for payment of health plan costs. For the term of this MOU, the parties agree to implement a standardized cost sharing for the health plan insurance premium contribution rates, with the Agency paying 80% of the premium for full-time employees ("Agency Contribution") and the employee paying 20% of the premium ("Employee Contribution"). Annual premium rates are the same as those for the El Dorado County Local 1 General, Professional and Supervisory Bargaining Units.
 2. Health plan coverage is on a calendar year basis (January 1 - December 31). Rates for the ensuing calendar year shall be effective upon approval of the County Board of Supervisors, but no earlier than the pay period containing December 1.
 3. Effective the pay period containing December 1, the contributions shall be as per the health plan published rates.

4. For part-time employees, the Agency will contribute a prorated share of the costs listed as specified in Article 8, Section 8.1.C, below. The sum of the Agency Contribution and Employee Contribution shall constitute full payment, excluding deductibles, co-payments, and other fees and charges as specified in the plan.
 5. For purposes of this Article, a full-time employee is defined as an employee in an allocated position whose regular work schedule on an ongoing basis is 80 hours of work in each pay period; a part-time employee is defined as an employee who is in an allocated position and whose regular work schedule on an ongoing basis is less than 80 hours of work in a pay period.
 6. In order to be eligible for the Agency Contribution, other than required by law, a full-time employee must be in pay status, i.e., where the employee is receiving pay from work hours, compensatory time off, vacation or sick leave in accordance with Article 8, Section A.5, above. An employee who is receiving Worker's Compensation, temporary disability, shall be eligible for continuation of the Agency's Contribution until such time as eligibility for Worker's Compensation, temporary disability ceases.
 7. An employee who ceases to be eligible for the Agency Contribution must pay directly to El Dorado County Risk Management the full amounts of the Employee Contribution and Agency Contribution in order to retain benefit coverage under the health plan.
 8. The Agency will not contribute toward the cost of any health plan other than those specifically sponsored by the Agency.
- B.** Health plan benefits for medical, dental and vision are described in the Specific Health Plan Document ("Specific Plan").
- C. Part-time Employees:** A part-time employee whose regular work schedule is more than 32 hours per pay period shall be eligible to participate in the health plans on a pro rata basis according to the following schedule.
1. The Agency shall pay the full Agency Contribution to the health plan costs as specified in this Article 8, Section A.1 above, for a part-time employee whose regular work schedule as documented on the payroll personnel form is between 64 to 79 hours per pay period on an ongoing basis; the Employee Contribution will be automatically deducted from the employee's biweekly pay check.
 2. The Agency shall pay 75% of the Agency Contribution to the health plan costs as specified in this Article 8, Section A.1 above, for a part-time employee whose regular work schedule as documented on the payroll personnel form is 40 to 63 hours per pay period on an ongoing basis; the remaining 25% of the Agency Contribution plus the Employee Contribution will be automatically deducted from the employee's biweekly pay check.
 3. The Agency shall pay 50% of the Agency Contribution to the health plan costs as specified in this Article 8, Section A.1 above, for a part-time employee whose regular work schedule as documented on the payroll personnel form is 32 to 39

hours per pay period on an ongoing basis; the remaining 50% of the Agency Contribution plus the Employee Contribution will be automatically deducted from the employee's biweekly pay check.

4. Part-time employees whose regular work schedule is less than 32 hours per pay period shall not be eligible for participation in the Agency health plan program.

A part-time employee may work additional or fewer hours than the employee's "ongoing" work schedule without changing the pro rata contribution. The pro rata contribution level may only be changed by amending the employee's Payroll Personnel Form which documents the change to the ongoing work schedule. An employee who believes the employee's regular ongoing work schedule has been modified, can submit a written request to the Agency General Manager to formally change the ongoing work schedule.

5. Full-time employees, who are required to reduce their work schedule (to part time) as a result of a compensable injury under the Workers' Compensation law that occurred during their employment with the Agency, shall maintain the same health plan contributions as full-time employees.

D. Enrollment

1. Employees may enroll themselves and their eligible dependents in accordance with the provisions of the Specific Plan.

Employees may opt not to be covered by the Agency approved health plan, as allowed by law. In such case, neither the Agency nor the employee shall be required to make the contributions specified in this Article 8, Section A.1 or C above, as allowed by law.

2. Open Enrollment Periods will occur once every calendar year in October. During an Open Enrollment Period, eligible employees may enroll themselves and eligible dependents in the Agency sponsored health plan of their choice.

E. Terms & Conditions

1. Health plan coverage shall be in accordance with the provisions of the Specific Plan. Agency sponsored health plan coverage starts the first day of the month following date of hire and ends the last day of the month of termination of employment. Employees who separate from Agency service may, at their own expense, continue to be enrolled in the Agency sponsored plan in accordance with provisions of the Plan and as provided by law. Retirees, at their own expense, may continue to be enrolled in the Agency sponsored health plan or may be eligible for contributions pursuant to Article 8, Section 8.D. below for medical benefits only (not dental or vision).
2. The parties agree that the Agency sponsored Plan is a Defined Benefit Plan, and that the Agency is required to provide the specified benefits during the term of this Memorandum of Understanding regardless of the level of contribution by the Agency and its employees.

F. Continuation of Health Plan - Military Call-Up

An employee who is a member of the United States Reserve Armed Forces or the National Guard and is called to or volunteers for active military duty in response to a call-up by the President of the United States as provided for by law, shall continue to be eligible for coverage under the applicable health plan, notwithstanding the employee's absence due to the call-up or ineligibility due to such absence. Coverage shall continue for a period of time as specified by the Agency Board of Directors and in all cases shall comply with current law. In no case shall the coverage continuation be less than one (1) year from the date the employee commences an approved military leave of absence, or until the employee returns from active duty, whichever occurs first. Such continuation of coverage is contingent upon being allowed under the health care plan and Specific Plan chosen by the employee.

The Agency shall continue the same level of contributions for the employee absent on military leave and that employee's dependents as would apply to other employees in the same classification and bargaining unit. The employee would be responsible for any contribution toward dependent coverage specified in the MOU. Pursuant to these provisions, the employee absent on military leave shall not be required to use accumulated paid leave in order to be eligible for continuation of coverage and the Agency's contribution to the health plan.

Prior to being considered eligible for continued coverage under these provisions an employee shall be required to provide documentary evidence, satisfactory to the Agency, of the employee's active duty status. The employee shall also be required to notify the Agency in writing within ten (10) days of the employee's return to inactive duty status. Upon the employee's discharge from active duty status, the standard provisions of Article 8 of this Memorandum of Understanding shall apply with full force and effect.

G. Patient Protection and Affordable Care Act

The parties acknowledge that the Federal Patient Protection and Affordable Care Act ("PPACA"), its current and future related regulations and California law developed in response to the PPACA, may create new requirements for the Agency and employees during the term of this Agreement.

Section 2 Life Insurance

The Agency shall provide a \$20,000 Group Life Insurance Plan for each employee who is regularly scheduled to work at least 60 hours per pay period. Accidental Death and Dismemberment coverage is included in this Group Life Insurance Plan.

Section 3 Long Term Disability

The Agency shall provide a Long Term Disability (LTD) Insurance Plan with a maximum LTD benefit of \$3,000/month for eligible employees.

Section 4 State Disability Insurance (SDI)

The Agency shall allow employees to integrate their sick leave and/or vacation benefits with their SDI coverage to provide up to 100% of the employee gross base salary. The individual

employee shall pay the cost of SDI.

Section 5 Plan Documents or Contracts Controlling

While mention may be made in this MOU of various benefits and provisions of benefit programs, specific details of benefits provided under the Agency sponsored Medical/Dental/Vision Health Plan, Group Life Insurance Plan, Worker's Compensation, and Long-Term Disability Insurance Plan shall be governed solely by the various specific health plan documents, insurance contracts and documents, and/or policies maintained by the Agency.

Section 6 Employee Assistance Program

The Agency agrees to provide an Employee Assistance Program for employees, through the County of El Dorado.

Section 7 IRC 125 Plan

The Agency agrees to provide an IRC 125 Plan for employees covered by this Memorandum of Understanding who are in an Agency sponsored Health Plan for the sole purpose of providing for employee paid Health Plan contributions to be paid through the IRC 125 account.

Section 8 Retirement Benefits

A. Employees' PERS Contributions - Each employee subject to the 2% at age 55 and 2% at age 60 pension (Tiers 1 and 2) described in Section 8.B. below will pay 3% of reportable compensation to help fund their pension. Each employee subject to the 2% at age 62 pension (Tier 3) will pay 50% of the normal cost of their pension.

B. PERS Retirement Formula

1. Retirement benefits for employees hired prior to October 5, 2012, shall be calculated using the retirement formula of 2% @ age 55 with One-Year Final Compensation. (Tier 1)
2. Retirement benefits for employees, other than new members to the PERS system, hired on or after October 5, 2012 shall be calculated using the retirement formula of 2% @ age 60, with Average of Three- Year Final Compensation. (Tier 2)
3. Effective January 1, 2013, new members to the PERS system shall have retirement benefits calculated using the retirement formula of 2% at age 62, with Average of Three-Year Final Compensation. (Tier 3).

C. Taxes on PERS Contributions - The Agency agrees to continue the provisions contained in Section 414(h) (2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions to PERS.

D. Retiree Health Coverage

1. All employees hired by the Agency before January 1, 2009 who attain Cumulative Service (defined in Article 8, Section 8.D.2. below) as specified in the

table below and who retire from the Agency following the effective date of this MOU, shall be entitled to the percentage monthly contribution of the "employee only" low-deductible PPO medical coverage rate (strictly health and not to include dental or vision) at retirement toward an Agency sponsored Health Plan as follows:

Level 3	20 years plus	67%
Level 2	15-19 years	50%
Level 1	12-14 years	33%

2. "Cumulative Service" for purposes of this Article 8, Section 8.D, means either (i) length of continuous service with the El Dorado County Water Agency ("Agency") or (ii) length of combined service with the County of El Dorado ("County") and the Agency, as long as no more than two years has elapsed between the service for the County and the service for the Agency.
3. Contributions for part-time employment (excluding extra help and provisional) shall be treated in accordance with the Retiree Health Benefits Contribution Plan Document.
4. In lieu of the benefit in Article 8, Section 8.D.1. above, a retiring employee hired by the Agency before January 1, 2009 who attains Cumulative Service of 20 or more years, shall have a one-time irrevocable option to elect four (4) years of contributions, at the "employee only" low-deductible PPO medical coverage rate (strictly health and not to include dental or vision), toward an Agency sponsored Health Plan in which the retiree is otherwise eligible to enroll. Retired employees have the option to include eligible dependents at the retiree's additional cost.

E. 1959 Survivors Benefits – Agency employees shall be provided with the Fourth Level of the 1959 Survivors Benefits, as defined in PERS Section 21574. Each employee shall contribute the monthly contribution amount as required by PERS.

Section 9 Longevity Pay

A. Agency employees hired before January 1, 2009 shall receive longevity pay for "Cumulative Service" (defined in Article 8, Section 9.B. below) as follows:

After 10 years of Cumulative Service	5% of base salary*
After 15 years of Cumulative Service	7.5% of base salary*
After 20 years of Cumulative Service	10% of base salary*

* Represents total amount of longevity granted; amounts shown are not cumulative.

* Base salary is defined as the hourly rate as listed in the Agency's salary schedule for the employee's classification and step.

B. "Cumulative Service" means either (i) length of continuous service with the El Dorado County Water Agency ("Agency") or (ii) length of combined service with the County of El Dorado ("County") and the Agency, as long as no more than two years has elapsed between the service for the County and the service for the Agency.

- C. For purposes of vacation accrual described in Article 9, Section 2.A. below, each employee eligible for longevity pay under this section shall accrue vacation based upon the number of years of the employee's Cumulative Service.

Section 10 Miscellaneous Programs

Employees shall have access to participate in the following programs, without any monetary contribution by Agency: deferred compensation program, public service loan forgiveness program, and catastrophic leave donation program, as provided to County of El Dorado employees.

Section 11 Injury or Illness Leave Time

Agency and Local 1 agree to the following in regard to leave time associated with employee injury or illness:

- A. When an employee is off work due to an illness or injury, Agency will work with Local 1 to offer a plan that allows for crediting of service time to the extent possible under the law and CalPERS rules. The parties understand that employees' use of their accrued time (e.g., sick leave, vacation) counts as services credit for CalPERS purposes.
- B. Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) leave shall begin to count towards an employee's twelve week leave entitlement under FMLA and CFRA from the first day of the FMLA/CFRA qualifying event, with notice to the employee. All terms and conditions of FMLA and CFRA apply.
- C. Employees off work due to a medical leave of absence shall be required to use accumulated sick leave, which may be integrated with State Disability Insurance (SDI), Long Term Disability (LTD), and/or Workers' Compensation, prior to using any other paid or unpaid leave. Employees may elect to "bank" up to eight (80) hours of their accumulated sick leave for use upon their return to work. Subject to the foregoing, employees will be allowed to use accrued vacation and compensatory time off during a medical leave of absence.
- D. For employees who are off work under FMLA/CFRA leave, Agency will continue its health insurance contribution, as defined in Article 8, Section 1, and the employee shall remain responsible for the employee's contribution. Following completion of FMLA/CFRA leave, an employee who is not working the required number of hours under Article 8, Section 1, must pay directly to County of El Dorado Risk Management both the employee contribution and the Agency contribution, as prorated below, in order to retain benefit coverage under the Medical/Dental/Vision health plans.

Hours in Paid Status Per Pay Period	Employer Portion Paid by Employee
64-80	No charge to Employee
40-63	25% of Employer Contribution
32-39	50% of Employer Contribution
>32	100% of Employer Contribution

ARTICLE 9 PAID LEAVES

Section 1 Holidays

A. The following days shall be the official Agency holidays and Agency offices shall be closed:

New Year's Day	(January 1st)
Martin Luther King Day	(third Monday in January)
President's Day	(third Monday in February)
Memorial Day	(last Monday in May)
Independence Day	(July 4th)
Labor Day	(1st Monday in September)
Veteran's Day	(November 11th)
Thanksgiving Day	(4th Thursday in November) Friday
following Thanksgiving Day	(4th Friday in November)
Day on Christmas Eve	(December 24th)
Christmas Day	(December 25th)
Day on New Year's Eve	(December 31st)

B. When a holiday falls on a Sunday, the following Monday will be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday will be observed as the holiday.

C. Only full-time regular employees of the Agency are eligible to receive paid holidays in accordance with the above schedule. Part-time employees are eligible to receive paid holidays on a prorated basis based upon the number of hours worked during the pay period. Temporary, emergency and extra help employees are not entitled to receive pay for Agency holidays. A holiday is defined as 8 hours of paid leave for any full-time employee. Employees must be in paid status the day before and the day following a holiday in order to receive pay for the holiday.

D. Floating Holidays - In addition to the holidays listed above, full-time regular employees employed at the beginning of the first pay period of the calendar year are entitled to receive two (2) floating holidays per fiscal year. Part-time employees will receive floating holiday hours on a prorated basis. Floating holidays may not be carried over to another fiscal year, and are lost unless used prior to the end of the fiscal year in which accrued. Requests to take a floating holiday are subject to approval by the employee's supervisor.

Section 2 Vacation

A. Accrual and Usage of Vacation Time

All full-time regular employees are eligible to accrue vacation as follows:

Years of Cumulative Service	Total Possible Annual Accrual (hours)	Maximum Cap on Accrual
Up to 4 years service	3.1 hours per full pay period	240
After 4 years service	4.7 hours per full pay period	320
After 11 years service	6.2 hours per full pay period	320

Once an employee has reached the maximum cap on accrual for his/her particular years of service, the employee ceases accruing vacation. When the employee's vacation accrual falls below the maximum cap on accrual, the employee will resume accruing paid vacation time.

Part-time regular employees are eligible to accrue vacation leave on a pro rata basis. Temporary, extra help, and emergency employees are not eligible to accrue paid vacation leave.

Eligible employees begin accruing paid vacation time as of the date of hire. Employees may request to use accrued vacation upon completion of at least six (6) months of continuous service with the Agency, subject to approval by their supervisor. Employees may not request to take vacation that they have not yet accrued.

If an Agency-paid holiday falls within a full-time employee's scheduled vacation, the employee will be credited with the holiday pay, and will not be charged vacation for that day.

Employees who separate from Agency service will be paid for any accrued but unused vacation time at the time of separation from Agency service.

Requests for use of vacation leave must be made on a Leave Request Form and approved in advance by the employee's supervisor. Employees shall give at least two (2) weeks' notice of a vacation leave request of five or more days.

Deficit vacation leave requests (requesting vacation leave when an employee has a negative leave accrual balance) will not be approved. Leave taken in excess of that which is accrued will be considered leave without pay and will be subject to the restrictions discussed below.

B. Donation of Vacation Time

An employee may donate in four (4) hour increments his/her accumulated vacation time to another Agency employee who has exhausted his/her sick leave and vacation leave due to an extended, catastrophic or serious medical condition of the employee, or member of the employee's immediate family (child, spouse, parent, or person for which the employee has been designated as legal guardian). An employee may also donate vacation time, pursuant to the form above, in the event of the death of an employee. Such donation shall be on a form prescribed by the Agency Auditor. (The Agency utilizes the services of the El Dorado County Auditor to serve as the Agency Auditor.) The hours donated will be deducted from the donating employee's accumulated balance and credited to the accumulation vacation account of the employee receiving the donation. The accepting employee shall be responsible for payment of any applicable taxes. The Agency shall withhold any amounts authorized or required by law.

Section 3 Sick Leave

A. Accrual of Sick Leave

Full-time employees earn paid sick leave at the rate of 3.7 hours per full pay period. Part-time employees accrue paid sick leave on a pro-rata basis.

There is no maximum accumulation of sick leave.

B. Eligibility

New employees are eligible to use sick leave with pay after completion of two (2) full biweekly periods of continuous service with the Agency.

C. Usage

Employees may use accrued sick leave as allowed under the Healthy Workplaces, Healthy Families Act ("Healthy Workplaces Act") and as otherwise allowed under law. Sick leave may be used for the diagnosis, care or treatment of an existing health condition or preventative care for the employee or for a "family member" as defined under the Act. "Family member" includes a spouse, registered domestic partner, son, daughter, parent, parent-in-law, sister, brother, grandparent, grandchild, step-child, foster child and others as stipulated by law.

Subject to the foregoing, employees are entitled to be paid for sick leave, up to a maximum of their accrued sick leave, under the following conditions:

1. The employee's illness, injury, disability or exposure to contagious disease which incapacitates him/her from performance of duties.
2. The employee's receipt of required medical, dental or optical care or consultation.
3. Employees may integrate their accrued sick leave with their Workers' Compensation as provided for the State Workers' Compensation laws. In addition, employees may integrate their accrued sick leave with their SDI benefits.
4. The employee's attendance for the diagnosis, care or treatment of an existing health condition or preventative care for a "family member" as defined under the Healthy Workplaces Act.
5. The employee's preparation for or attendance at the funeral of a member of the "immediate family." For the purposes of this paragraph, "immediate family" means: parent, spouse, domestic partner, son, daughter, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents or grandchildren, by blood or marriage, or any person who is a regular member of the employee's household or for which the employee has been designated legal guardian. Under this paragraph, an employee shall be allowed to use a reasonable amount of accrued sick leave for time to travel, attend, and return from the funeral.

D. Verification

If an employee is absent because of the illness or injury of the employee or family member, the employee must notify his/her supervisor within one-half (1/2) hour prior to the time the employee is scheduled to report for work. The employee is expected to call personally, and if for some reason that is not possible, must explain the reason upon

return to work.

In cases where the employee knows in advance of the need to take sick leave, the employee shall complete the Leave Request Form in advance of the requested time off and receive approval for the use of sick leave time prior to its use. Employees on unanticipated sick leave shall complete the Leave Request Form immediately upon return to work.

The Agency typically requires an employee who has been absent from work for three (3) consecutive workdays to provide certification of illness or injury from a healthcare provider before returning to work. However, the Agency's General Manager or designee, in his/her sole discretion, may require such certification after an absence shorter than three (3) days.

The Agency reserves the right to require a statement from a certified healthcare provider whenever an employee misses work and takes sick leave under this Section for his/her illness or injury. This statement must contain: 1) verification that the employee had a health justification for his/her absence from work; 2) beginning and ending dates of the health-related absence; and 3) statement that the employee is released to work. If the health care provider recommends any work restrictions be placed on the employee, the certification must set forth those restrictions, as well as the anticipated duration of those restrictions. An employee receiving workers' compensation insurance benefits may elect to have his/her sick leave benefits integrated so that the employee's pay equals, but does not exceed, the employee's regular straight-time earnings.

E. Payment for Unused Sick Leave

1. In order to receive the following payment for unused sick leave at the time of retirement, layoff, or voluntary termination, an Agency employee must have a hire date prior to January 1, 2009 and must be retiring, being layed off or voluntarily terminating following the effective date of this MOU. Otherwise, employees shall not receive any payment of unused sick leave upon retirement, layoff or any other termination of employment with the Agency.

Employees hired prior to January 1, 2009:

- a. Employees with Over 5 years of service:
Shall receive 20% of their unused sick leave paid.
- b. Employees with Over 10 years of service:
Shall receive 40% of their unused sick leave paid.
- c. Employees with Over 15 years of service:
Shall receive 70% of their unused sick leave paid.
- d. Employees with Over 20 years of service:
Shall receive 100% of their unused sick leave paid.
- e. In the event an employee dies while in active service with the Agency their sick leave payoff will be made in accord with the above schedule and the limitations of this Section, and will paid in the same manner as

the final check.

2. In any event, the maximum number of sick leave hours paid shall not exceed 500. Employee's last hourly rate of pay shall be used in computing sick leave payment.

F. Specified Retirees' Conversion of Sick Leave to Health Insurance Premium

An employee who was hired by the Agency before January 1, 2009 and is retiring from the PERS system and the Agency following the effective date of this MOU, may, at his/her option and in lieu of Article 9, Section 3.E. Payment for Unused Sick Leave (above), receive the equivalent value of that benefit in paid health plan premiums. Employees shall be responsible for whatever taxes are appropriate for this benefit.

ARTICLE 10 FITNESS FOR DUTY

The Agency has the right to send any Agency employee to a fitness for duty examination based on objective factors or indications that the employee may not be fit to perform his/her usual or customary duties.

When an employee seeks to return to work after being on an industrial injury leave or a medical leave, the employee must provide medical certification that he/she is physically able to perform the duties of his/her position. The Agency may require the employee to undergo a fitness for duty examination before returning to work.

If an employee's healthcare practitioner determines that medical restrictions must be placed on an employee, the employee must provide a statement from the healthcare practitioner specifying the restrictions. The Agency may seek authorization from the employee to get clarification from the health care provider about any medical restrictions, and about whether the employee is able to perform the essential functions of the job, with or without reasonable accommodation. If the employee requires accommodation to perform his/her essential job duties, the Agency will engage in the interactive process with the employee to determine what reasonable accommodation, if any, may be made.

ARTICLE 11 AT-WILL EMPLOYMENT, EMPLOYEE CONDUCT, AND DISCIPLINE

Section 1 At-Will Employment

Employment with the Agency is voluntary and subject to termination by the employee or the Agency "at will", without cause, without notice and without right of appeal, at any time. Nothing in this Agreement is intended to be a contract of employment or shall be interpreted to be in conflict with or eliminate or modify in any way the employment at-will status of Agency employees. No employee, officer or director of the Agency is authorized to or can alter the "at-will" status of any employee.

Section 2 General Rules of Conduct

It is expected that all employees shall render the best possible service to reflect credit on the Agency. Therefore, the highest standards of professional conduct are essential and expected of

all employees.

Section 3 At-Will Employment; Disciplinary Actions

Employment with the Agency is “at will” and, therefore, the Agency may terminate any employment relationship at any time with or without notice and with or without cause and without appeal. The Agency also reserves the right to impose disciplinary action for any conduct considered disruptive or inappropriate. The circumstances of each situation may differ, and the level of disciplinary action may also vary depending upon factors such as, the nature of the offense, whether it is repeated, the employee’s work record, and the impact of the conduct on the Agency.

Employees shall have no right of appeal of any disciplinary action taken by the Agency.

Nothing in this Section is intended in any way to create an expectation or guarantee of continued employment of an employee with the Agency. Employment with the Agency is “at-will,” which means the Agency retains the right at any time, without notice, without cause, and without appeal, to terminate any employee from employment for any reason.

The Agency may invoke any of the following disciplinary actions, which are not sequential or progressive, may be invoked in any order, and the imposition of one disciplinary action does not preclude the imposition of other disciplinary actions, including for the same conduct or misconduct:

- (a) Oral Counseling, with or without memo of counseling;
- (b) Written Reprimand;
- (c) Suspension without Pay;
- (d) Reduction in Pay;
- (e) Demotion;
- (f) Discharge/Termination.

Supervisors may impose disciplinary action.

ARTICLE 12 LAYOFF AND RESIGNATION

Section 1 Layoff and Recall

Whenever, in the sole judgment of the Agency Board of Directors, it becomes necessary to abolish any position due to a reorganization, or lack of work or funds, the employee holding said position may be laid off or demoted without the right of appeal. Whenever possible, employees will be given at least thirty (30) days’ notice of any layoff or demotion.

Section 2 Resignation

An employee may resign from Agency employment in good standing by giving two (2) weeks written notice to the General Manager, stating the effective date and the reasons for leaving. Failure to do so may be cause for denying future employment by the Agency. Once a resignation has been accepted, it may not be withdrawn unless the General Manager agrees to the withdrawal.

Section 3 Job Abandonment/Voluntary Termination

Employees who are absent from work for five (5) consecutive work days without giving proper notice to their supervisor may be considered to have voluntarily terminated employment with the Agency due to job abandonment.

ARTICLE 13 PEACEFUL PERFORMANCE

The parties to this Memorandum of Understanding recognize and acknowledge that the services performed by the Agency employees covered by this Agreement are essential to the public health, safety, and general welfare of the residents of the County of El Dorado. Local 1 agrees that under no circumstances will Local 1 recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, slowdown or picketing (hereinafter collectively referred to as work stoppage) in any office or department of the Agency, nor to curtail any work or restrict any production, or interfere with any operation of the Agency. Nor will this organization recognize the strike or job action of any organization or engage in any sympathy strike by recognizing the strike, job action or picket lines of any other organization. In the event of any such work stoppage by any member of the bargaining unit, the Agency shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said work stoppage has ceased.

In the event of any work stoppage, during the term of this Memorandum of Understanding, whether by Local 1 or by any member of the bargaining unit, Local 1 by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the Agency. In the event of any work stoppage Local 1 had not otherwise authorized, permitted or encouraged, Local 1 shall not be liable for any damages caused by the violation of this provision, so long as it takes the actions to publicize the unlawful nature of the work stoppage provided by this paragraph. However, the Agency shall have the right to discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the Agency shall have the right to seek full legal redress, including damages, as against any such employee.

ARTICLE 14 FULL UNDERSTANDING, MODIFICATION, WAIVER

This Memorandum of Understanding sets forth the full and entire understanding regarding the matters set forth herein, and any other prior or existing understandings or agreements relating to such matters are hereby superseded or terminated as appropriate. The El Dorado County Water Agency Employee Handbook, and related administrative procedures, shall remain in force and effect other than where superseded by specific provisions of this MOU.

It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term of this Memorandum of Understanding.

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

Agency.

ARTICLE 15 SEVERABILITY

If any provisions of this Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 16 SUCCESSOR AGREEMENT

Negotiations for a successor Memorandum of Understanding shall begin no later than July 1, 2023.

In witness whereof, the parties hereto have caused this Memorandum of Understanding to be executed by affixing their signatures below.

El Dorado County Water Agency

**El Dorado County Employees
Association, Local 1_AFSCME Council
57**



Brian Veerkamp, Board Chair




Roland Becht, Business Agent

Date: 11-13-20

Date: 11-19-20

ATTEST:
Clerk of the Board of Directors

By: 

Clerk

APPENDIX "A"

The following are the represented classifications in the EDCWA General Unit:

1. Business Services Officer
2. Board Clerk