

Memorandum of Understanding

Between the

**El Dorado Hills Community Services District
Employees' Association, Local #1**

And the

El Dorado Hills Community Services District

July 1, 2019 to June 30, 2022

**Memorandum of Understanding
Between
El Dorado Hills Community Services District and
El Dorado Hills Community Services District Employees' Association, Local 1**

1. Terms and Conditions

El Dorado Hills Community Services District Employees' Association ("Association") and representatives of the El Dorado County Hills Community Services District ("District") have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the bargaining units represented by the Association, have exchanged freely information, opinions and pre-employer-employee relations of such employees.

This Memorandum of Understanding between the El Dorado Hills Community Services District (hereinafter referred to as "District") and the EDHCSD Employees' Association, Local #1, Unit 1 (hereinafter referred to as "Association") is for the period of July 1, 2019 through June 30, 2022.

2. Association and District Issues

2.1 Recognition

The El Dorado Hills Community Services District Employees' Association affiliated with the El Dorado County Employees' Association and Public Employees' Union, Local #1 is the exclusively recognized employees' organization for the bargaining units it represents, including new positions added to such bargaining units.

2.2 District Rules

The District retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this M.O.U., except as expressly limited by a specific provision of this M.O.U. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by District and not abridged herein, includes, but are not limited to, the following:

- to manage and direct its business and personnel;
- to manage, control, and determine the mission of its department, 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 District employees and the services to be provided;
- to classify positions, to establish initial salaries of new classifications'; and,
- 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.

Nothing in this Section 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 will not include consideration of the merits, necessity, or organization of any service or activity provided by law and executive order.

2.3 Agency Fees and Union Dues – Payroll Deduction

2.3.1 General Conditions -

2.3.1.1 The Union shall establish the monthly amount it requires for union member dues and initiation fees, and the amount required of unit members for agency fees. The Union shall certify to the Employer in writing the monthly union dues and agency fee amounts, and the amount of members' initiation fees. The amount of agency fee shall not exceed the standard initiation fee, periodic dues and general assessments that are payable by members of the Union. The Employer agrees to deduct from the pay of represented employees the amount of agency fees and dues that the Union has certified in writing.

2.3.1.2 The Union may change the amounts to be deducted from unit employees pay by notifying Employer, in writing of such change at least forty-five (45) calendar days prior to the effective date of such change.

2.3.1.3 Dues and agency fee deductions shall be on a monthly, or where applicable, more frequently, in accordance with Employer's payroll procedures in place at the time the deduction is made, unless there are insufficient net earnings in that period to cover said deduction.

2.3.2 Dues and Fees –

2.3.2.1 Duration – The payment of fair share fees and union dues through payroll deduction will continue in effect upon expiration of the collective bargaining agreement and unless or until the agency fee provisions are rescinded through the procedure provided by law. If the agency fee agreement is no longer in effect, the Employer shall continue to deduct membership dues as provided for in this Article.

2.3.2.2 - Union Dues

2.3.2.2.1 The Employer will deduct from the pay of union members who have submitted a written individual authorization for the deduction of Union dues, the monthly amount certified by the Union to be the dues required for the employee's membership in the Union. The employee's authorization must be provided on a form agreed upon by the parties.

2.3.2.2.2 Dues deductions shall be effective following the Employer's receipt of the authorization form.

2.3.2.2.3 An employee may at any time cancel his/her authorization for payroll dues deduction by presenting his or her written request for termination and cancellation to the designated Employer representative. The Employer will send a copy of the written request for cancellation of dues deduction to the Union.

2.3.2.3 – Agency Fees

2.3.2.3.1 Employees who do not pay union dues shall pay agency fees as a condition of continued employment, in accordance with the Fair Share Agreement as authorized by Government Code Section 3502.5.

2.3.2.3.2 The agency fee shall be set by the Union, and in no event will exceed the standard initiation fee, periodic dues, and general assessments of the organization.

2.3.2.4 – Exception from Organizational Agency Fee

2.3.2.4.1 Any employee in this unit who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations, and who does not wish to pay the organizational security fee, must apply for conscientious objector status with the Union pursuant to the Union's fair share appeals process.

2.3.2.4.2 The Union shall be responsible for determining whether the employee is entitled under applicable law to conscientious objector status.

2.3.2.4.3 Any employee deemed by the Union to be entitled to conscientious objector status shall be required to pay sums equal to the amount of the fair share service fee to a non-religious, non-labor charitable fund exempt from taxation under the Internal Revenue Service Code, chosen by the employee from a list of the following two funds ("Charitable Organizations") jointly designated by the Union and the Employer:

- United Way
- El Dorado Center for Violence Free Relationships.

2.3.2.4.4 If the Union determines that an employee is entitled to conscientious objector status, it shall provide on a monthly basis to the Employer, as a condition of continued exemption from the requirement of financial support of the Union, proof of payment made to the Charitable Organizations.

2.3.3 – Processing of Payroll Deductions for Dues and Fees

The Employer shall remit at least monthly to the Union in the form of a check to an address designated by the Union an amount representing the authorized dues deductions, fair share service fees and other designated deductions.

Accompanying the check shall be a standard deduction report which shall contain an alphabetical listing of the Union members and fee payers for whom payroll deductions were made. The report shall include the employee identification number (if applicable), employee name, and amount withheld. The report shall be provided electronically, or if not available electronically, by paper copy.

2.3.4 – Correction of Errors

2.3.4.1 If the Employer fails to make the appropriate authorized payroll dues or fee deductions, or any part thereof, the Employer shall correct the deduction amounts within thirty (30) days of notice from the Union.

2.3.4.2 If the Employer's error resulted in deductions less than the correct amount, the Employer shall make the additional required deductions to make up the difference between the actual and correct amounts in accordance with the current payroll policy regarding additional deductions. However, additional deductions shall not exceed two times the normal dues amount in any given pay period.

2.3.4.3 If the error results in payment of more than the correct amount and the Union has received the funds, the Union shall reimburse the employee(s) accordingly.

2.3.5 – Indemnification

The District will not be liable to the Association, employees, or any other party by reason of the requirements of this section for the remittance or payment of any sum other than the constituted payroll deduction made from employees' wages earned as stated in this section. The Association agrees to indemnify and hold the Employer harmless against all claims, demands, suit orders, judgments, or other forms of liability that may arise out of action taken by the Employer under this section.

2.4 Maintenance of Membership

2.4.1 If an employee in the Unit has a dues deduction on file, it is understood that the dues will be deducted for the duration of this agreement.

2.4.2 The District will provide to the Association, on a monthly basis, a list of new employees hired into a regular position represented by the Association.

The District will not be liable to the Association, employees, or any other party by reason of the requirements of this Section for the remittance or payment of any sum other than the constituted actual deduction made from employees' wages earned. The Association will hold and keep the District harmless against any and all claims, demands, suit orders, judgments or other forms of liability that may arise out of or by reason of action taken by the employer under this article.

2.5 Communication with Employees

The Association will be allowed by a District department, in which it represents employees, use of available bulletin board space for communications having to do with official Association business. All material posted will be in good taste and will not malign the District or its representatives. Such use will not interfere with the legitimate needs of the department. The designated representative of the Association will give notice to the General Manager or his/her designee when contacting departmental employees, provided that solicitation for membership or other internal employee Association business will 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.

2.6 New Employee Orientation

The District will notify the Union ten (10) days in advance as to the date of a new employee's orientation (unless a shorter time frame is necessitated by an urgent hire), as well as provide their contact information consistent with governing law. Although the District will not schedule orientation to "fit" the Union's schedule, it will notify the Union of the date and time slot available for them. The Union will be given the last 15-20 minutes of the employee's orientation process to make its presentation to the new employee(s). If the Union is not available on the date and time of scheduled orientation, the Union can create a flyer or packet, which will be provided to the new employee by the District and s/he can schedule a time with the Union or the Union can contact the employee to schedule a time to meet. The District will add a block to its new employee checklist which certifies the employee was presented with the Union's flyer/packet, if any. The Union will be given no more than 20 minutes of District time to conduct their orientation presentation with new employee(s).

2.7 Use of District Buildings

District buildings and other facilities will be made available for use of the Association or its representative during non-duty hours in accordance with such administrative procedures as may be established by the General Manager of the District.

3. Non-Discrimination

There will be no discrimination in the implementation of this document because of race, creed, color, national origin, sex, religious affiliation or lawful organizational activities against any employee covered hereby by the Association or the District; and, to the extent prohibited by applicable State and Federal law, there will be no discrimination against any disabled person solely because of such disability.

4. Salary Increases

"Base Salary" is defined as the fixed rate of compensation the employee receives in return for work performed, as set forth in the Represented Wage Scale attached as Exhibit A to this MOU. It does not include additional compensation such as bonuses, benefits, or overtime pay.

4.1 Employee salary increases shall be implemented on the first day of the first pay period following the effective date of the salary increase as follows:

1. Effective July 1, 2019, employees shall receive a 4% increase to their annual Base Salary;
2. Effective July 1, 2020, employees shall receive an increase equivalent to 1% of their annual Base Salary plus an increase based on the Consumer Price Index ("CPI") as described below; and

3. Effective July 1, 2021, employees shall receive an increase equivalent to 1% of their annual Base Salary plus an increase based on the CPI as described below.

The CPI increase will be based on the rate published by the U.S. Bureau of Labor Statistics for All Urban Consumers in the West Region for the prior calendar year (January through December) but in no case shall the increase be below 2% or above 4%.

4.2 Certificate Pay

Certification pay shall be fixed at \$250 per year per certificate as approved by the General Manager or his or her designee.

4.3 On Call Pay

On-Call: When warranted and in the interest of the District's operations, department heads or their designee may assign employees to "on-call" status.

4.3.1 "On-call Duty" is an assigned duty outside the normal workweek assignment during which an employee must remain where he or she can be contacted by telephone and he or she is available to perform an essential service.

4.3.2 An employee assigned on-call duty shall be compensated at the rate of \$ 6.00 per hour for each hour of such on-call time.

4.4 Boot Allowance

Maintenance Worker, Maintenance Lead Worker and the Park Supervisor classifications shall be entitled to the following allowance to purchase work boots (as required for their position):

\$200/per year

Work boots purchased by the employee must meet the required safety standards including steel toe or composite toe and be slip resistant. Work Boots must also be made of durable leather, with ankle protection/coverage that is otherwise referred to as a leather upper.

The annual work boot allowance will be paid to employees in the classification listed above during the course of the year with a pro rata amount included on each paycheck.

4.5 Compensatory Time Off

An employee may request, through their supervisor, compensatory time off ("CTO") in lieu of overtime pay for overtime hours worked. Use and accrual of CTO shall be at the

discretion of the employee's supervisor who must assure assignment of adequate personnel to provide District services. Use of CTO will not be unreasonably denied. No employee may accrue more than forty-eight (48) hours of CTO at any given time. If any employee has accrued twenty-four (24) hours of CTO or more, and that employee requests time off, the employee will be required to utilize the accrued CTO prior to utilizing accrued vacation time.

5. Benefits

5.1 Vacation Benefits

Vacation benefits will accrue semi-monthly for all regular full-time employees effective upon his/her initial date of hire but may not be taken until after the successful completion of the probationary period. Vacation benefits will accrue monthly as shown in the following table:

Full Time Employees

YEARS OF CONTINUOUS EMPLOYMENT	ANNUAL VACATION DAYS	NON- EXEMPT	ANNUAL VACATION DAYS	EXEMPT
		** Hours Per Pay Period		** Hours Per Pay Period
0-3 Years	11	3.67	16	5.34
3-5 Years	13	4.33	18	6.0
5-10 Years	16	5.34	21	7.0
10-15 Years	20+5*	6.67	25+5	8.34
15 Years	20+5*	6.67	25+5	8.34
20 Years	20+5*	6.67	25+5	8.34

* Starting in the 10th year of full-time employment, and then, every five (5) years thereafter, every eligible employee will receive five (5) longevity days off at the beginning of the tenth year, which must be used within twelve (12) months of his or her anniversary.

**Accruals are based on 24 pay periods.

5.1.1 Regular part-time employees who are regularly scheduled to work thirty (30) or more per week will accrue vacation benefits monthly and Longevity Incentive days at three quarter (3/4) the rate of regular full-time employees.

5.1.2 The Longevity Incentive is intended to recognize and reward employees for ten years or more of service to the District. Starting in year ten (10) of District employment and every five (5) years thereafter, every eligible regular employee will receive five (5) "Longevity" days off that must be used within twelve (12) months of his/her anniversary month. Longevity days off are not vacation days

and will not be included in the calculation of the vacation accrual cap. In the event employees terminate employment with the District, any unused longevity days will not be included in the final compensation. Longevity days are not transferable to other District employees. This benefit is only provided for those anniversary years, which are divisible, by the number five (5).

5.1.3 An employee will take vacation only after successful completion of his/her probationary period.

5.1.4 Vacation benefits will not accrue during a leave of absence without pay, but any accrued vacation will not be lost.

5.1.5 No regular full-time employee will accrue more than thirty-two (32) days of allotted vacation time (256 hours). When the full-time employee has accrued the 32-day allotment, no further vacation will be earned until after some vacation time is taken. Regular part-time employees may accrue a maximum of eighteen (18) days (144 hours).

5.1.6 Regular full-time employees may cash-out accrued vacation leave on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay pursuant to procedures established by the Human Resources Department. Employees may cash out up to 5 days (40 hours) of vacation leave per calendar year. Regular part time employees may cash out up to 2.5 days (20 hours) of vacation leave per calendar year.

Employees may cash out accrued vacation leave each December. To cash out, regular full-time employees must have used at least 10 days (80 hours) of accrued vacation leave prior to December of the year the leave is to be cashed out. Regular part-time employees must have used at least 5 days (40 hours) of accrued vacation leave prior to December of the year the leave is to be cashed out.

5.1.7 Vacation schedules will be arranged as early as possible each year. Employees will schedule vacation with the approval of their immediate supervisors.

5.1.8 At termination, an employee will be paid for unused vacation time at the employee's regular salary rate.

5.1.9 An employee who becomes ill while on vacation and desires to claim sick leave rather than vacation will make such a request as soon as possible after her or his desire to use sick leave compensation is known. The District may require a medical doctor's certificate for any period of sick leave requested while on vacation.

5.1.10 Vacation leave taken must be verified by the employee on appropriate forms provided by the District or the claim for paid leave will not be allowed.

5.1.11 Where a listed holiday falls during an employee's vacation, he or she is entitled to one (1) day of vacation to compensate for such holiday.

5.2 Employee Use of District Services

The El Dorado Hills Community Services District places a high importance on the health and wellness of its employees and highly encourages all employees to seek recreation opportunities for themselves and their families in order to maintain and improve their physical, emotional and mental well-being. For the purposes of this policy, the term "employee" will include elected members of the Board of Directors, regular part-time and full-time employees. Immediate family will include an employee child, spouse, parent, or person for whom the employee has been designated a legal guardian.

5.2.1 The District and its constituents will directly benefit through the employment of staff who maintain a well-rounded recreational lifestyle, maintain a positive attitude, and understands the value of the services provided by the District to the community.

5.2.2 A healthy employee is less likely to experience health-related absences and is more likely to maintain a positive and productive relationship with other employees.

5.2.3 In order to foster health and wellness related activity by its staff, the District will establish an incentive program by encouraging regular employees and their families to participate in District-sponsored recreation programs.

5.2.4 The General Manager is authorized to review District recreation services which could provide improved morale, harmony in the workplace, better efficiency, and generally greater health and wellness of employees in compliance with #5.3.8 and is further authorized to establish opportunities through fee discounts, scheduling, and when not a deterrent to work requirements, time off to participate in District events and activities.

5.2.5 Employees are encouraged to provide constructive feedback to the District on opportunities to improve the quality and efficiency of District services.

5.2.6 Program services are to be promoted to all employees to assure full awareness of its availability.

5.2.7 At no time will employees receive priority over a resident who is paying for full cost of service nor should the District subsidize the direct costs of an employee's participation.

5.2.8 The General Manager will develop written rules and procedures for the purpose of implementing this policy.

5.3 Public Employee Retirement System (PERS) Enhancements

5.3.1. The District has contracted with the California Public Employee Retirement System ("CalPERS") for the following benefits for its employees:

- 2% at 55 years of age
- Final year compensation calculation for retirement earnings
- Pre-retirement option settlement death benefit
- Post-retirement survivor allowance

5.3.2. Current District employees defined as "Classic Members" under the Public Employee Pension Reform Act ("PEPRA") (i.e., employees who work for the District on the date this MOU is ratified and became CalPERS members before January 1, 2013), will contribute toward their pensions at the following rates:

1. 4% effective July 1, 2019;
2. 5.5 % effective July 1, 2020; and
3. 7 % effective July 1, 2021.

The employee contribution will increase a total of 4% over the life of this MOU and will remain in effect thereafter. Such increases will be deducted from the employee's payroll notwithstanding any agreement between the District and CalPERS or changes to that agreement.

5.3.3. Current District employees defined as "PEPRA Members" under the Public Employee Pension Reform Act ("PEPRA") (i.e., employees who work for the District on the date this MOU is ratified and/or became CalPERS members after January 1, 2013), will contribute toward their pensions at the defined amount within PEPRA law. Currently it is approximately 50%.

5.3.4. New District employees defined as "Classic Members" and those that fall under the PEPRA (i.e., employees who became CalPERS members on or after January 1, 2013 or who were hired by a different CalPERS employer following a break in service of more than six months) ("PEPRA Members") are considered New Members when employed by the District after ratification of this MOU. District employees defined as "New Members" will contribute toward their pension at the following rates:

- Effective upon the ratification of this MOU, an amount equal to 50% of the employee's total pension cost (as determined by CalPERS), also known as the Normal Cost, plus an additional 1%.
- Such 50% + 1% employee contribution will be deducted from the employee's payroll and shall be implemented notwithstanding any agreement between the District and CalPERS or changes to that agreement.

5.4 Sick Leave

Sick leave is an employee benefit provided by the District to be granted under the below-listed circumstances and for the purpose of promoting the health and welfare of the individual employee until such time as all the accrued sick leave has been used. IT IS NOT AN EARNED RIGHT TO BE USED LIKE VACATION TIME. Sick leave is granted to an employee when he or she must be absent from duty because of a bona fide illness or injury. The accumulation of sick leave is unlimited.

All regular full-time and probationary employees will accrue sick leave beginning on the employee's first day of work. It will accrue at the rate of one (1) day for each full month of service. All regular part-time employees, who are regularly scheduled to work thirty (30) or more hours per month, will accrue sick leave beginning on the employee's first day of work. It will accrue at the rate of six (6) hours for each month of service.

Sick leave will not accrue during a leave of absence without pay, but accrued sick leave will not be lost.

Sick leave may be used by regular employees for the following reasons:

5.4.1 The employee's own illness or injury;

5.4.2 Medical or dental appointments;

5.4.3 Providing care for a member of the employee's immediate family where such member is ill or injured and who required the care or attendance of the employee;

5.4.4 Death in the immediate family.

Note: For the purpose of using sick leave, "Immediate family" includes (1) a child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis); (2) a biological, adoptive, or foster parent, stepparent, or legal guardian of the employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (3) a spouse; (4) a registered domestic partner; (5) a grandparent; (6) a grandchild; or (7) a sibling.

It will be the responsibility of each employee absent from duty due to illness or injury to notify the District within one-half (1/2) hour of the employee's start time.

Employees with sole responsibility for opening a facility or starting a scheduled District activity are responsible for notifying the supervisor of their absence due to

illness or injury far enough in advance to allow the supervisor to arrange for a substitute to perform these duties.

5.4.5 Sick Leave Payout

Upon ratification of this MOU and upon the first pay period thereafter, employees will be entitled to a one-time cash out of up to 80 hours of sick leave and/or vacation and/or compensatory time off ("CTO") as follows:

EMPLOYEES WITH 160 HOURS OR MORE OF ACCRUED SICK LEAVE are permitted to cash out up to 80 hours of sick leave.

EMPLOYEES WITH AT LEAST 80 BUT LESS THAN 160 HOURS OF ACCRUED SICK LEAVE are permitted to cash out all sick leave hours in excess of 80 hours and then may cash out up to 40 hours of accrued vacation and/or CTO provided that the total number of hours of accrued sick leave/CTO/vacation cashed out shall not exceed 80.

EMPLOYEES WITH FEWER THAN 80 HOURS OF ACCRUED SICK LEAVE are permitted to cash out up to 40 hours of combined accrued sick leave and/or vacation and/or CTO.

The cash out request forms will be provided by Management at ratification of the MOU.

5.4 Sick leave Donation

Employees may donate part of their accrued sick leave to any other employee of the District who exhausts his/her sick leave and is still incapacitated from the performance of their duties. Sick leave will be donated for an hour-for-hour basis. Sick leave donations will be in writing and will be signed by the employee donating the sick leave and specifying the employee to whom it is donated.

5.5 Coordination of Sick Leave, SDI and Workers' Compensation Benefits

A regular employee may coordinate accrued sick leave benefits with his/her workers' compensation or state disability insurance benefits. The District will pay the difference between the employee's insurance benefit and his/her full salary until such time as his/her previously accrued sick leave is exhausted (e.g., if disability insurance pays 75% of an employee's pay during a one-day absence, the employee may use accrued sick leave for the remaining 25%). The employee's accrued sick leave is therefore reduced by one-fourth of a day.

A 3-day waiting period exists for those employees who are not hospitalized or removed from work for more than 14 days due to a work-related injury before Workers'

Compensation Benefits are paid. Employees may use their accrued sick leave, if the employee has no sick leave, vacation during this 3-day period.

5.6 Parental Leave

Regular employees are granted up to four (4) months leave of absence without pay for disability caused by pregnancy, childbirth or related medical conditions. An additional two (2) months is granted upon the employee providing a physician's statement. Accrued vacation and sick leave may, if the employee chooses, be used during the disability leave period. Upon returning from parental leave the employee will be allowed to resume his or her previous job, or one that is designated by the district as substantially similar. An employee returning from parental leave will furnish certification, by his or her physician, attesting to the employee's physical condition and ability to return to duty and resume his or her regular work duties. If this leave occurs prior to the employee completing his/her probationary period, the probationary period will be extended by the time period he or she is off on leave.

5.8 Military Leave

Military leaves of absence will be granted in accordance with the provisions of the applicable statutory requirements.

5.9 Bereavement Leave

Employees shall be entitled to three (3) days of paid bereavement leave upon the death of an immediate family member and the three (3) days of bereavement leave shall be in addition to and not deducted from any other leave entitlement.

A regular employee will be allowed to use up to six (6) days of accumulated sick leave due to the death of a member of the immediate family. For this purpose, immediate family is defined in Policy 2060.140 "Immediate Family – An employee's father, mother, stepparents, spouse, registered domestic partner, child, stepchild, foster child, brother, sister, grandparent, grandchild, or those of the employee's spouse."

5.10 Court Leave

Payment of salary while on jury duty or for court appearances solely in the capacity of a witness and when not a party to the action is subject to the following conditions:

a.) An amount equal to the total compensation, except expenses and mileage, received from the courts will be deducted from the employee's salary; or, if preferred, the employee may turn in all such compensation received to the District and draw full pay during jury duty.

b.) Employees must furnish a copy of the official summons to the District before a court leave will be granted. Evidence of attendance in court, which is available and furnished by the courts, must be furnished to the District before payment of salary will be authorized.

5.11 Exceptional Leaves of Absence

Any employee may request a leave of absence for any reason. The request must be in writing and state the reasons for and the duration of the requested leave. The General Manager must first approve such leaves of absence. The General Manager will take into consideration the best interests of the District and the employee when granting or denying a request for a general leave of absence, and when determining whether an approved leave of absence will be with or without pay.

5.12 Disability Leave Without Pay

A leave of absence without pay may be granted on an individual basis for any legitimate medical or psychiatric disability and for other purposes in the best interest of the District and only when an employee has exhausted vacation and/or sick leave.

A leave of absence must be requested in advance in writing and may be authorized only by the General Manager. The written request must contain the anticipated length of absence, with dates, and explain the circumstances that prompt the request. A request for a leave of absence for medical or psychiatric disability will be accompanied by a physician's written report verifying the disability, explaining its extent and the anticipated date the employee can return to work. An approved leave of absence will not be extended beyond the date stated in the initial written request without a further written request and approval. The employee's failure to comply may result in termination of employment.

No benefits will accrue during any leave of absence without pay, but accrued benefits will not be lost except as otherwise provided.

District-provided health benefits continue for those employees that were in District-provided health plans during protected leave.

5.13 Unauthorized Absence

Any employee who is absent for five (5) consecutive working days who is not on authorized vacation, accrued sick leave, bereavement leave, military leave, court leave or authorized leave of absence will automatically have resigned his or her employment with the District as of the last day on which the employee worked. An unauthorized absence during part of a day constitutes an unauthorized absence for an entire day.

An employee terminating employment in the manner described in this section will be considered to have voluntarily resigned his or her District employment.

Nothing in this section will limit the General Manager's authority to retain, discipline, or dismiss an employee due to an unauthorized absence.

5.14 Medical & Life Insurance Benefits

Life insurance will be secured and paid for by the District for all regular full-time employees effective July 1, 2019 and shall be in the amount of fifty thousand dollars (\$50,000.00).

All regular, full-time employees who elect District medical benefits will receive a monthly cafeteria plan monetary allocation that can be used toward District-offered benefits, such as:

- Medical insurance premiums.
- Dental, Vision, AFLAC, Prepaid legal Services
- Deferred compensation plan.
- Flexible benefit plan.
- Dependent care reimbursement.
- Unpaid medical expense reimbursement.

Tier 1: Employee only (with no dependents) will receive a monthly allocation of \$950.

Tier 2: Employees with one dependent will receive a monthly allocation of \$1,350

Tier 3: Employees with two or more dependents will receive a monthly allocation of \$1,780.

The monthly allocation tiers, as described above, will continue in effect during the term of this MOU. If the premium rates for the District's Kaiser Permanente medical plan should increase for calendar year 2020, 2021, and/or 2022, the District will notify the employees during open enrollment and will increase the employee's monthly allocation by \$25 (twenty-five dollars) across each tier for upcoming coverage year(s), i.e., 2020, 2021, 2022.

Each employee should contact the Human Resources Manager for a copy of the insurance plans when he or she becomes eligible.

Temporary and seasonal employees will not receive a cafeteria allowance from the District as they are not eligible for medical benefits.

5.15 Affordable Care Act Reopener

Any time after January 1, 2018, either party to this Memorandum of Understanding shall have the right to reopen Section 5.15 and to meet and confer in good faith over the impact of the changes to the Affordable Care Act on District employees.

5.16 Cash-In-Lieu

Any employee of the District on the date of this MOU will have the right to receive cash each month in lieu of using it for District medical benefits if every six (6) months such employee demonstrates to the Human Resources Manager's satisfaction that he or she has comparable, full, medical insurance through another source. The Cash-In-Lieu amounts shall be \$850 effective July 1, 2018. All new hires and any employee transferring from the Cafeteria Plan to Cash-In-Lieu shall receive a maximum of \$300 per month, subject to the same medical coverage demonstration articulated above.

5.17 Retiree Health

Employees hired prior to 2013, will continue to receive \$1150 per month for health benefits and will realize no enhanced or reduced benefits under this MOU. For employees hired prior to 2013, who have not yet retired, the parties agree to revisit and negotiate this monthly amount during negotiations for a successor MOU.

Employees hired between 2013-2016, will continue to receive \$1150 per month health benefits and will realize no enhanced benefit under this MOU. However, when the retiree reaches the age of Medi-Care eligibility, he/she will receive up to \$400 per month for reimbursement for supplemental health insurance coverage.

Employees hired after the ratification/approval of this MOU, must have worked for the District as a regular employee for a minimum of ten (10) years and must retire (as defined by CalPERS) from the District to be eligible for retiree health benefits. If an employee has retired from the District and has worked a minimum of ten (10) years, the retiree is entitled to the same level of benefits stated above. Once the employee reaches the age of Medi-Care eligibility, he/she will receive up to \$400 dollars for reimbursement for supplemental health insurance coverage.

5.18 Employee Assistance Program

The District shall provide an Employee Assistance Program benefit.

The District currently contracts with Sutter EAP as the provider for this service. The provider may be changed by mutual consent of the District and EDH Employees Association.

6. Grievance Procedure

The purpose of the grievance procedure is to allow all employees to voice job-related complaints and to have them considered fairly by the District. The procedures outlined are intended to meet that objective.

6.1 Definition

A grievance is a claimed violation, misinterpretation, inequitable application or non-compliance with existing District rules, regulations and policies.

6.2 Policies and Procedures

The following policies and procedures will be adhered to in processing all grievances:

- No employee may contact, directly or indirectly, an individual member of the Board of Directors at any time regarding a grievance that is being processed.
- The employee may select his or her representative to assist in processing a grievance.
- The District will not take punitive action against an employee for utilizing the grievance procedure.

6.3 Informal Grievance Procedures

An employee who has a grievance should first discuss the problem or complaint with his or her immediate supervisor within 30 working days of the event that is the subject of the grievance. The immediate supervisor should make sure that any complaint made by an employee, in any form or manner, receives prompt, fair attention. The immediate supervisor must notify the employee of his or her decision within 10 working days. If the immediate supervisor decides to take no action, the employee must be given full explanation of the reasons for that decision within ten working days. If, within 10 working days after the decision or lack of action by the immediate supervisor to the grievance, the employee feels the problem has not been resolved, a formal grievance may then be submitted.

6.4 Formal Grievance

The employee will submit to the department head a written statement outlining the grievance, giving the date of the event, the names of individuals involved, and any other pertinent information that may be necessary to arrive at a full understanding.

After submission of the grievance statement, the department head will reply within 10 working days in writing to the employee regarding the grievance.

If the employee thinks the department head does not yet resolve the complaint, he or she then has ten (10) working days to file a written appeal to the General Manager outlining his or her grievance.

The General Manager will reply within 10 working days in writing to the employee regarding the grievance.

If the appeal is not resolved to the satisfaction of the employee, he or she has 10 working days in which to file a written request with the General Manager for a hearing before an impartial arbitrator agreed upon by the parties and hired by the District through the California Mediation and Conciliation service, or other mutually acceptable body.

The arbitrator will prepare a record and a written proposed decision that includes findings of fact and conclusions of law. The arbitrator's decision will be submitted to the Board. The Board will review the arbitrator's decision within 14 days. If the Board rejects the decision, it will review the record and will prepare, with the assistance of legal counsel, its own decision with findings of fact and conclusions of law. The majority decision of the Board of Directors will be final.

6.5 Time Limits for Processing Grievances

Failure to process a grievance within the time limits set forth in 6.3 and 6.4, will cause the grievance to be deemed settled in accordance with the last answer; however, a time limit may be extended in writing by the General Manager for either or both parties, if it seems necessary to obtain all facts.

7. Exempt Positions

Exempt positions are exempt from the minimum wage and overtime provision of the Fair Labor Standards Act and do not receive overtime pay, e.g., executive, administrative and professional employees. The following positions are exempt positions:

Park Supervisor
Recreation Supervisor
Senior Accountant
Project and Planning Coordinator

In lieu of overtime compensation or CTO, such exempt employees will be provided five (5) days of administrative leave each fiscal year. These five (5) days are built into the vacation accrual rate for exempt employees as referenced in Article 5.1

Administrative leave will be added to the vacation days for which an exempt employee is eligible and will be earned on a pro rata basis during the fiscal year. All the rules concerning vacation will apply to administrative leave.

8. Official Representatives of Association – Time Off

District employees who are official representatives of the Association will be given reasonable time off with pay to attend formal meet and confer sessions with management representatives and thirty (30) minutes per formal meet and confer session to meet as a negotiating team. Due the year of contract negotiations, the District employees who are official representatives of the Association will be given one (1) hour of release time to meet with the employees for the sole purpose of going over proposal items.

The Association will notify the General Manager of the names and departments of employees who are official representatives of the Association. Except by agreement by the General Manager, the number of employees released for such purposes shall not exceed three (3), including the President of the Association.

9. Office Closure

During the term of this MOU, the District will close its offices on the day after Christmas (December 26) through New Year's Eve (December 31). Employees will receive regular holiday pay for all regular business days during the dates of this closure, which equals four (4) additional paid holidays.

If an employee is required to work any portion of the paid holiday, that employee will receive an equivalent amount of paid leave time to be used by the employee in the future.

10. Domestic Partnership

The District shall implement a Domestic Partnership Policy in accordance with the laws of the State of California, as set forth in Family Code Sections 297 et seq. A Domestic Partnership shall be established when both persons file a Declaration of Domestic Partnership with the Secretary of State and meet all of the requirements set forth in Family Code Section 297.

11. District Personnel Rules

Except as modified by this M.O.U., personnel policies directly related to wages, hours, and terms and conditions of employment of employees in this bargaining unit in the District Personnel Policy Guide are incorporated herein and made a part of this M.O.U. All the changes within this M.O.U. will be incorporated in an amended and restated version of the District's Personnel Policy Guide.

12. Full Understanding Modification

This M.O.U. sets forth the full and entire understanding regarding the matters set forth herein and any other prior existing understandings or agreements relating to such matters are hereby superseded or terminated as appropriate. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives his rights to negotiate and agrees that the other party should not be required to negotiate with respect to any matter covered herein during the term of this M.O.U. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein will in any manner be binding on the parties, unless made and executed in writing by all the parties hereto.

13. Severability

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

14. Term

The provisions of this M.O.U. will be effective July 1, 2019 and end on June 30, 2022.

15. No Strikes

The parties to this MOU recognize and acknowledge that the services performed by the District employees covered by this Agreement are essential to the public health, safety, and general welfare of the residents of the District. As such, 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

picketing, strike, sit-down, stay-in, sick-out, slowdown, work stoppage or interruptions or other concerted activity which interferes directly or indirectly with District operations (hereinafter collectively referred to as "work stoppage") on the premises of or in any office or department of the District, nor to curtail any work or restrict any production, or interfere with any operation of the District during the term of this MOU. Nor will Local 1 or members of the bargaining unit recognize the strike or job action of any other organization or engage in any sympathy strikes 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 District 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 or sympathy strike during the term of this MOU, 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 or sympathy strike 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 District. In the event of any work stoppage which 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. However, the District shall have the right to discipline, including discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the District shall have the right to seek full legal redress, including damages, as against any such employee.

IN WITNESS OF THIS MEMORANDUM OF UNDERSTANDING, THE PARTIES HAVE SIGNED BELOW:

APPROVALS:



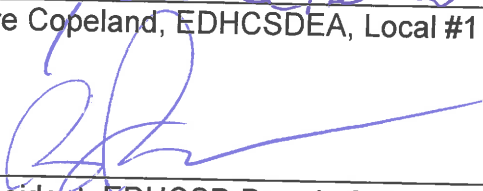
Terry Halvorson, Shop Steward EDHCSDEA, Local #1

Date: 5/13/19



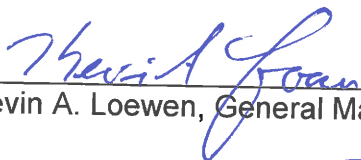
Jere Copeland, EDHCSDEA, Local #1

Date: 5/13/19



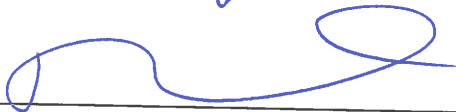
President, EDHCS Board of Directors

Date: 5/9/19



Kevin A. Loewen, General Manager, EDHCS

Date: 5-9-2019



Douglas White, Legal Counsel, Churchwell White

Date: 5-13-19