Memorandum of Understanding between Otay Water District and the Otay Water District Employees' Association

July 1, 2007 - June 30, 2013

MEMORANDUM OF UNDERSTANDING BETWEEN THE OTAY WATER DISTRICT AND THE OTAY WATER DISTRICT EMPLOYEES ASSOCIATION

July 1, 2007 – June 30, 2013

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE
OTAY WATER DISTRICT
AND THE
OTAY WATER DISTRICT EMPLOYEES ASSOCIATION

July 1, 2007 – June 30, 2013

ARTICLE 1 - PREAMBLE

This Memorandum of Understanding (MOU) is entered into by the Otay Water District, Spring Valley, California (hereinafter "District") and the Otay Water District Employees Association (hereinafter "Association") as a mutual recommendation to the Board of Directors of the District of those wages, hours, and conditions of employment which are to be in effect as specified in Article 2 - Term.

ARTICLE 2 - TERM

Upon adoption by the Board of Directors of the District, the provisions of this Memorandum of Understanding shall be effective during the period commencing at 8:00 a.m. on July 1, 2007 through 5:00 p.m. on June 30, 2013 for those employees working in the Field and Administrative Units, subject to the provisions of Article 14, Section 7: Implementation.

ARTICLE 3 - ASSOCIATION RIGHTS

ARTICLE 3, SECTION 1: RECOGNITION

Pursuant to the provisions of the Rules and Regulations for Employer-Employee Relations of the District and applicable state law, the Association was certified on May 9, 2001, as the majority representative for the:

Field Employees Unit
Administrative Employees Unit

The District therefore recognizes the Association as the sole and exclusive representative for all classifications in these two (2) units.

ARTICLE 3, SECTION 2: ASSOCIATION REPRESENTATIVES

A. Representatives. The Association may designate three (3) Representatives for the Field Unit and three (3) Representatives for the Administrative Unit. The Association shall furnish the District a written list identifying all Representatives by name and the list shall be kept current by the Association. The Association will designate as a Representative only employees who are not presently serving a probation period. The District will recognize as Representatives, only those persons designated on the most recent list furnished by the Association.

B. Grievance Processing Release Time. The District shall grant a Representative reasonable release time when, at the request of an employee, the Representative is investigating an alleged grievance and assisting in its written preparation and presentation. Release time for this purpose shall be given in accordance with the following:

1. The Representative's supervisor will authorize the Representative to leave his or her work unless circumstances warrant denial of such permission. Where permission is denied, the supervisor shall inform the Representative of the reasons for the denial and provide an alternate time when the Representative may reasonably be expected to be released from his/her work assignment.

2. When a Representative, acting under this section, desires to contact an employee at his/her work location, the Representative shall first contact the supervisor of that employee, advise him/her of the nature of the business, and obtain permission to meet with the employee. The supervisor shall make the employee available promptly unless circumstances prevent the employee's availability. If the employee is not available, the supervisor will notify the Representative when he/she may reasonably expect to contact the employee. When the employee is not available for one (1) or more whole work days, the time limits of the grievance procedure shall be extended for an equal number of days.

3. When a Representative conducts interviews or discussions with an employee on District time, such interviews or discussions shall be performed expeditiously.

4. A Representative shall report release time under this section on his/her time record as "Negotiations Release Time" (Acitivity Code 1508).

C. Formal Bargaining Release Time. The District shall grant reasonable release time to Representatives designated in accordance with this section to serve on the Association bargaining team while meeting and conferring with District representatives in the formal meet and confer (bargaining) process regarding wages, hours, and other terms and conditions of employment, including negotiations for a successor agreement to this Memorandum of Understanding. Release time in accordance with this section shall be given in accordance with the following:

1. Appropriate times for release time shall be as mutually arranged by the parties in negotiations and the number of representatives shall be determined by ground rules.

2. Release time under this section shall be reported by the Association Representative on his/her time record as "Negotiations Release Time" (Acitivity Code 1508).

D. Limitation on Time Off. The District shall not grant Association Representatives permission for time away from their work assignments for Association activities not described in this section.

ARTICLE 3, SECTION 3: BULLETIN BOARDS

Bulletin boards shall be provided by the District at the following locations: Operations, Treatment Plant, Warehouse, and the Administration Building. They shall be for the use of the Association for the posting of rules and regulations of the Association and notices of interest. All such bulletins, with the exception of meeting notices and announcements of Association elections, shall be approved by the Human Resources Manager or his/her designee in a timely manner before posting.

ARTICLE 3, SECTION 4: USE OF EMAIL

The Association President, Vice President, or Chair may use the District email system for one-way communication to association members to notify them of upcoming meetings and to provide general information subject to the following:

1. The person sending the email shall send a copy ("cc") of each such email to the Chief, Administrative Services; the Human Resources Manager; and the Human Resources Analysts.

2. Use of the District email system by the Association under this section must be in accord with District Policy No. 39, entitled "Disclosure of Information and Use of Computer, Electronic and Voice mail and Internet Policy." Use of the District email system by the Association under this section shall be considered a "personal use" of the District email system under District Policy No. 39.

3. If the District determines that use by the Association of the District email system under this section interferes with the District, the District will notify the Association and will meet to discuss any necessary amendments to this section.

4. If the District determines that use of the District email system under this section does not comply with District Policy No. 39, the District shall notify the Association and may suspend the use of the system under this section until the District believes that the Association will comply with Policy No. 39.

ARTICLE 3, SECTION 5: ASSOCIATION ACCESS

A. The District shall grant access to a work location to a designated Association Representative or Business Agent for the purpose of conducting a grievance investigation. As used in this section, "Association Business Agent" refers to a person who is not a District employee.

B. Association Representatives and Business Agents shall not interfere with the work operations of the District. An Association Representative or Business Agent desiring access to a work location shall first request entrance from the Human Resources Manager or a designee and inform him/her of the purpose for the visit. The request may be made by telephone, in person, or via email.

C. The Human Resources Manager or designee may deny access to a work location if, in his or her judgment, access at that time would interfere with the operations of the facility or work location. If access is denied, the Association Representative or Business Agent shall be informed when access will be made available.

D. Association Representatives or Business Agents may meet with employees during rest or lunch breaks at District facilities or work locations as may be available. In so doing, however, they shall not create a disturbance for employees not represented by the Association.

ARTICLE 3, SECTION 6: DUES DEDUCTION

The payment of dues or service fees by employees is governed by the Agency Shop side letter attached to this Memorandum of Understanding as Appendix "C."

ARTICLE 4 - WAGES

ARTICLE 4, SECTION 1: WAGES

A. WAGES: Wages for employees covered by this MOU during its term shall be as provided on Appendix "A."

B. ADJUSTMENTS: The District may, at its discretion, increase compensation for employees covered by this Memorandum of Understanding. Prior to implementing any increase(s), the District shall notify the Association and, if the Association requests it, discuss the increase with the Association in a non meet-and-confer forum. The decision to grant an increase and the amount thereof may not be grieved under the Grievance Procedure of this Memorandum of Understanding. Nothing in this section shall be construed to require the District to negotiate the decision to grant an increase or the amount thereof.

ARTICLE 4, SECTION 2: PAYROLL PERIOD; PAY DATES

The payroll period extends over fourteen (14) calendar days. Paychecks shall be issued biweekly in payment of wages earned during the preceding payroll period.

ARTICLE 4, SECTION 3: SALARY ADJUSTMENT WITHIN RANGE

This provision applies to eligible employees as provided in this section.

A. Amount of In-Range Adjustment. An annual in-range salary adjustment may be granted in the amount of three percent (3%). If the employee's salary is less than three percent (3%) below the maximum of his/her position on the salary range, the adjustment shall be in an amount sufficient to place the employee at the top of the salary range. However, in no event shall this adjustment result in the employee's salary exceeding the salary range for the employee's classification.

B. Standardized In-Range Adjustment Date. September 1 will be the employee's In-Range Adjustment.

C. In-Range Adjustment Date.

1. Newly hired employees or employees who have not completed probation:

   a. Newly hired employees or employees who have not completed probation shall be eligible for the first in-range adjustment upon completion of probationary period. Thereafter, September 1 will be the employee's In-Range Adjustment Date according to the following chart:

1st In-Range Increase	**Month Pass Probation**	**2nd In-Range Increase**	**Number of Quarters in the Review Period**	**Eligible % for 2nd In-Range Increase**
Upon completion of probationary period.	July, August, September	Sept 1 of the following calendar year.	4	3%
Upon completion of probationary period.	October, November, December	Sept 1 of the following calendar year.	3	2.25%
Upon completion of probationary period.	January, February, March	Sept 1 of the current calendar year.	2	1.5%
Upon completion of probationary period.	April, May, June	Sept 1 of the current calendar year.	1	.75%

2. Employees who are promoted:

   a. A regular employee who promotes to a new classification, shall maintain his/her performance evaluation review date and In-range Adjustment Date.

D. Eligible Employees: Eligible employees are:

1. Employees whose salary is less than the maximum of the salary schedule for the employee's class; and

2. Employees who have not, during the twelve-month period immediately preceding his/her In-range Adjustment Date, received: (a) letter of reprimand, discipline of suspension, demotion, and/or reduction in salary; (b) an overall performance evaluation of "Unsatisfactory;" and/or (c) an overall performance evaluation of "Needs Improvement."

ARTICLE 4, SECTION 4: STAR PERFORMERS

Employee recognition programs may be instituted by the District. The purpose of such programs will be to recognize Star Performers (exemplary employees) and improve public service through enhanced motivation. The design, establishment, disestablishment, administration, and regulation of all employee recognition programs shall be at the discretion of the General Manager. Such programs as are established and awards given through them may not be grieved under the Grievance Procedure of this Memorandum of Understanding.

ARTICLE 5 - HOURS OF WORK AND PREMIUMS

ARTICLE 5, SECTION 1: HOURS OF WORK

This Section is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day, per week, or of days or of work period. The hours of work of the office or facility and an employee's work schedule shall be established by the District and may be changed at the discretion of the District as District needs dictate. Reasonable notice shall be given, normally at least ten (10) calendar days prior to the change. However, the District may give less notice when reasonable and/or necessary.

Official District office hours are 8:00 am to 5:00 pm. Work schedules and days off shall be arranged to maintain uninterrupted service to the District's customers.

A. Standard Work Day/Week.

Standard Work Day. The standard work day is eight (8) consecutive hours of work exclusive of a lunch period in a consecutive twenty-four (24) hour day.

Standard Work Week. The standard work week is forty (40) hours of work performed within five (5) standard work days during a work week.

B. Standard Work Periods.

The standard work periods shall be as follows:

1. For Fair Labor Standards Act (FLSA)-covered classes, the standard work period is seven (7) consecutive days within which are included two (2) consecutive days of rest in a seven (7) consecutive day period. The work period shall be forty (40) hours, except as provided herein.

2. For FLSA Exempt classes, the standard work period is fourteen (14) consecutive days within which are included four (4) days of rest (two (2) instances of two (2) consecutive days of rest each) in a fourteen (14) consecutive day period. This work period shall be eighty (80) hours.

C. Hours of Work: Regular Part-Time Employees. Regular part-time employees are those employees who work in a budgeted regular part-time position for at least twenty (20) hours per week, but less than forty (40) hours per work week and eighty (80) hours per work period.

D. Alternative Work Schedules.

1. Required Advance Approval: Alternative Work Schedules are subject to approval by the General Manager's designee. However, Alternative Work Schedules are subject to change as District needs dictate. Reasonable notice shall be given, normally at least ten (10) calendar days prior to the change. However, the District may give less notice when reasonable and/or necessary.

2. Alternative Work Schedules: The District may assign an employee to any of three (3) Alternative Work Schedules:

   a. The Four-Ten (4/10) schedule of four (4) ten (10) hour days of work within a forty (40) hour work week.
   b. The Nine/Four (9/4) schedule of four (4) nine (9) hour days and one (1) four (4) hour day of work within a forty (40) hour work week.
   c. The Nine/Eighty (9/80) schedule of eight (8) nine (9) hour days and one (1) eight (8) hour day within two (2) consecutive work weeks.

3. Twenty-Four (24) Hour Operations: Employees who report to work on a shift which begins in one calendar date and ends in the next shall be compensated for the entire shift for the date the shift begins. Employees shall have a nine (9) hour break between work shifts.

4. Under conditions requiring round-the-clock staffing to ensure continued water delivery to customers, a schedule may be implemented which consists of three (3) consecutive twelve (12) hour shifts totaling thirty-six (36) hours in a work week. However, employees so assigned shall receive pay at their regular rate of pay for forty (40) hours.

ARTICLE 5, SECTION 2: REST AND LUNCH PERIODS

One (1) paid ten-minute rest break shall be provided to employees for each four (4) hours of service within a single work shift. An unpaid lunch period of at least thirty (30)

minutes shall be provided midway in the employee's work day to any employee who works for at least six (6) hours in a work day.

In emergency situations where the interest of the District is served, the supervisor may elect to combine rest and lunch periods in order to expedite the completion of the job which shall shorten the work day.

ARTICLE 5, SECTION 3: OVERTIME

This section is intended only to provide the basis for the calculation of and payment for overtime and shall not be construed as a guarantee of hours of work per day or per pay period. This overtime pay provision shall not apply to (a) court leave/jury duty, (b) standby time, and (c) any unauthorized hours of work.

A. FLSA. In accordance with the FLSA, regular full-time and regular part-time employees' overtime is authorized or ordered work worked by an employee, which is in excess of the full regularly scheduled work week of forty (40) hours. However, an employee who has a 9/80 Alternative Work Schedule is not considered to have worked overtime unless his/her time worked exceeds eighty (80) hours within the two (2) consecutive work weeks over which the schedule extends.

B. Computation of Overtime. Computation for overtime shall be based on the employee's regular rate of pay. The regular rate pay is the employee's base salary plus any applicable differentials or premium rates to which the employee is entitled.

C. Exclusion of Certain Leave from Hours Actually Worked. Notwithstanding any other policy, practice, rule, regulation, or Memorandum of Understanding provision to the contrary, any absence for any unpaid time off, including disciplinary suspensions, shall not be counted as hours actually worked for purposes of calculating overtime compensation.

   In addition, if an employee works one (1) additional hour during the pay period to make up for an 8-hour holiday which falls on an employee's alternative nine (9) hour day schedule, or two (2) hours to make up for an 8-hour holiday which falls on an employee's alternative ten (10) hour day schedule, such one (1) or two (2) hours will not be eligible for overtime compensation.

D. Compensation for Overtime. Compensation is defined as either cash payment or compensatory time off, or a combination of cash payment and compensatory time off, in accordance with the overtime code for the employee's class. Employees shall have their overtime hours computed as follows:

Code "NE" (FLSA covered)	Employees who are covered by FLSA (non-exempt) are eligible for overtime at time and one half, double time, compensatory time off and for premium compensation for working on holidays.

Code "E" (FLSA exempt) Employees exempt from FLSA. Exempt employees are not eligible for overtime or compensatory time off and shall be charged vacation or sick leave only if they are absent on leave for a full work day.

A list of covered and exempt classifications is attached as Appendix "B" to this MOU.

E. Double Time for Twelve Hour and for "Sixth" and "Seventh" Day Time Worked.

1. Regular work day: All hours worked in excess of twelve (12) on a standard workday will be paid at twice the employee's regular rate.

2. Hours worked on "sixth" day:
   a. Hours worked on the employee's sixth day within a work week, up to and including twelve (12) hours, will be paid at one and one-half times the employee's regular rate.
   b. Hours worked in excess of twelve (12) hours on the employee's sixth day within a work week, will be paid at twice the employee's regular rate.

3. Hours worked on "seventh" day:
   a. Hours worked on the employee's seventh day within a work week, up to eight (8) hours, will be paid at one and one-half times the employee's regular rate.
   b. Hours worked on the employee's seventh day within a work week in excess of eight (8) hours will be paid at twice the employee's regular rate.

ARTICLE 5, SECTION 4: COMPENSATORY TIME OFF

Compensatory time off is paid time off in lieu of cash payment for overtime worked. One hour of overtime work earns one and one-half hours of compensatory time off. When an employee is allowed to accumulate compensatory time off, such accrual shall be limited to accumulating a maximum of sixty (60) compensatory time hours. An employee who has accumulated sixty (60) unused hours of compensatory time shall be paid overtime compensation in cash for any additional overtime worked.

Employees will be permitted to use accrued compensatory time off upon approval of the Chief or designee, provided that such usage does not disrupt the District's operations.

Compensatory time earned and used must be recorded on the District time sheet in the spaces provided for "Compensatory Time Earned" and "Compensatory Time Used." Both supervisor and employee are required to certify by their signature, the accuracy of the compensatory time accrual and use.

Compensatory time off balances will be paid in cash to an employee at the time of an employee's termination at the employee's final regular rate of pay.

The decision to pay for overtime worked in cash or compensatory time off shall be at the discretion of the District.

ARTICLE 5, SECTION 5: ASSIGNMENT PREMIUMS

Application of Premium Rates. Premium rates for all assignment premiums are paid only for hours actually worked in the specific assignment and are not applicable to vacation or sick leave buyout or to terminal pay.

A. Shift Pay. Shift pay is for an assigned shift other than the regularly scheduled day shift. Shift pay shall be paid to employees for working ongoing non-routine shifts outside the hours of 6:00 a.m. to 6:00 p.m.

    1. Compensation for Shift Pay.
       One dollar and fifty cents ($1.50) per hour in addition to the employee's regular salary.

    2. An employee who works on an assigned shift other than the regularly scheduled day shift shall be paid salary during his/her lunch break, at a rate equal to his/her rate of shift pay, in an amount not to exceed 30 minutes pay.

    3. No shift pay will be paid for overtime work performed as an extension of a day shift between 6:00 a.m. – 6:00 p.m. If overtime is being paid as a result of a continuation of a regularly scheduled shift, shift pay will not be paid.

B. Standby Duty.

    1. The District may assign an employee to weekly standby duty on a rotating basis. Employees assigned to standby duty must be able to respond to an emergency call without delay. Employees assigned to standby duty shall carry pagers, provided by the District, at all times during the standby assignment. The employee shall ensure that the pager batteries are charged at all times. The District's Drug Free Workplace Policy applies to employees assigned to standby duty. An employee assigned on standby duty who fails, refuses, or is unable to respond to an emergency call is subject to disciplinary action.

    2. Employees assigned to standby duty may arrange to be replaced by a substitute, provided he/she receives approval from department supervision at least twenty-four (24) hours before the standby duty is scheduled to begin.

    3. Compensation for Standby Assignment: Employees on standby duty shall be paid twenty dollars ($20.00) per shift for each week the employee is on standby duty.

    4. Compensation for Work Performed on Standby: An employee who is called in for emergency work at times other than his/her regular work schedule shall be paid at the overtime rate of time and one-half for all hours worked, subject to the provisions of Article 5, Section 3, Overtime.

5. Special Emergency Compensation for Employees Not Assigned to Standby: An employee who is not assigned to standby duty, but who is called in for emergency work at a time other than his/her regular work shift shall be paid one and one-half (1 ½) times his/her regular rate of pay plus an additional one-half (1/2) hour of pay ("report time"). In no case shall such employee receive less than three (3) hours pay at time and one-half, nor shall he/she be required to remain longer than the time required to perform the emergency work.

6. This Standby section shall cease to be effective if the District establishes a second and/or third shift emergency crew.

C. Call Back.

1. Call-back work is work required of an employee who, following completion of the employee's work day and departure from the employee's work site, is ordered to report back to duty to perform necessary work.

2. Qualifications. To qualify for this call-back provision, an employee must leave the place from which the employee is called and actually report to a work site. Neither changes in a shift or work schedule shall constitute call-back work.

3. Compensation. An employee who is called back shall receive a minimum of three (3) hours pay, subject to the provisions of Article 5, Section 3, Overtime.

4. Work Performed at Place of Contact. An employee contacted by the department during his/her off duty hours and required to perform services without leaving the place of contact, shall receive compensation for such time worked in the same manner such employees receive scheduled overtime compensation. To be eligible for such compensation, employees must be authorized and ordered by the District to perform such services.

5. Additional Assignment While on Call-Back. An employee who is contacted while serving a call-back and is called to another site for additional duties shall not be compensated for a second or subsequent call-back for this assignment. However, if the employee has left the work site, or sites, and is actually returning, or has returned, to his/her original point of contact, and is then called back again outside of the original three (3) hours, the employee shall be compensated for an additional call-back.

6. Employees shall have a nine (9) hour break between regular work shifts. When an employee is requested to work more than three (3) hours and the nine (9) hour break overlaps the employee's next regular shift, he/she may return to his/her regular shift and will receive pay at their regular rate for the shift. If there are less than three (3) hours remaining in that shift, the employee shall return at his/her next regular shift, and will be paid for his/her regular shift.

a. If needed for the regular shift because of lack of skilled personnel prior to a nine (9) hour break, the employee will be paid at one and one-half (1-1/2) times his/her regular rate for hours worked in his/her regular shift on that day.

D. Report Time Pay.

Two Hours: An employee who reports for work on his/her regular shift and is then sent home because of lack of work or inclement weather shall receive two (2) hours pay at his/her regular rate of pay.

Four Hours: If a full-time employee reports to work on his/her regular eight (8) hour shift and is then sent home due to inclement weather after working at least four (4) or more hours, he/she shall receive eight (8) hours pay at his/her regular rate of pay. (See Article 5 "Alternative Work Schedules" for exceptions).

ARTICLE 5, SECTION 6: TEMPORARY ASSIGNMENTS

1. Temporary Assignment Designation.

a. The General Manager or designee may approve a temporary advancement of a qualified employee assigned to perform duties of a class which is compensated at a rate higher than such employee's class when such position is temporarily vacant or the incumbent is absent therefrom. The assignment must be for at least three (3) weeks, but not over twenty-six (26) weeks except that if the temporary assignment is for crew leader, the assignment must be for at least one week. The District at its discretion may temporarily modify the duties of the vacant position as District needs dictate.

b. When an employee is assigned to perform duties of a higher class, he/she will remain in his/her current class, but shall be paid a premium rate of five percent (5%) or an amount which shall be the difference between the rate of compensation in his/her current class and that of the minimum salary of the range of the temporarily vacant class, whichever is greater. However, at no time will the temporarily assigned employee be paid a rate higher than the maximum of the range for the temporarily vacant class. If the duties of the vacant position are temporarily modified, and the employee is only performing some of the higher-level duties but not the entire duties of the vacant class, the employee shall be paid a premium rate of five percent (5%) above his/her current class. Employees on temporary assignments will be compensated from the first day of appointment, provided the assignment is for at least three (3) weeks. The premium rate shall not apply to vacation or sick leave buyouts during the period of the temporary assignment.

c. At the conclusion of such temporary assignment, the employee's rate shall be returned to his/her rate of pay immediately prior to the temporary assignment, adjusted for any merit increases or across-the-board wage adjustments which may have been made during the temporary assignment.

d. An employee who is temporarily assigned to the duties of a higher class, and who terminates District service during such assignment, shall be paid termination benefits at the rate the employee was paid prior to the temporary assignment, adjusted for any wage adjustment(s) which may have been made during the temporary assignment.

ARTICLE 6 - ALLOWANCES FOR WORK-RELATED EXPENSES

ARTICLE 6, SECTION 1: MEAL ALLOWANCE

A. Overtime. An employee who is authorized or ordered to work, and does actually work three (3) hours or more of overtime as an extension of his/her regularly assigned work shift is eligible for a meal allowance of eight dollars ($8.00). This allowance also applies to each six consecutive hours thereafter for the duration of the overtime assignment. The District may provide a meal for an employee in lieu of a meal allowance.

B. Call Back. An employee who is called back to work in accordance with Article 5, Section 5(C) under the same conditions and in the same manner provided in Article 6, Section 1(A) is eligible for a meal allowance.

ARTICLE 6, SECTION 2: SAFETY SHOE ALLOWANCE

A uniform boot/shoe allowance of up to one hundred and fifty dollars ($150.00) per pair shall be provided for uniformed employees, as determined by the District.

The allowance is provided to reimburse the uniformed employee for an initial purchase and subsequent reimbursement of replacement boots/shoes as needed and approved by the District in accordance with the Procedures and Guidelines as outlined within the District's Uniform Standards.

ARTICLE 6, SECTION 3: SAFETY GLASSES

Prescription Safety Glasses will be provided for employees working in areas where eye protection is required at all times. The prescription safety glasses must meet ANSI Z87 standards. The District will purchase no more than one pair of prescription safety glasses per employee per fiscal year. The District's obligation under this section does not include special tints or other features. The employee is responsible for providing a current prescription before the glasses are ordered.

ARTICLE 7 - EMPLOYEE BENEFITS

ARTICLE 7, SECTION 1: PENSION (RETIREMENT PLAN)

Retirement benefits and the Pre-retirement Option 2 Death Benefit are provided to eligible regular employees under the California Public Employees Retirement System (PERS).

A. Retirement Formula. For employee that retires on or after December 29, 2003 the basis for computing employee retirement compensation shall be two point seven percent (2.7%) at age 55 PERS Supplemental Formula based on the employee's single highest year annual compensation.

B. Employer Contribution. The District shall pay the full employer contribution.

C. Employee Contribution. The District shall pay up to seven percent (7.0%) of the employee's service contribution.

ARTICLE 7, SECTION 2: SHORT TERM/LONG TERM DISABILITY INSURANCE

Short-Term/Long-Term Disability Insurance is available to all full-time regular employees who have completed at least ninety (90) days of continuous service. The details of the plan are as set forth in a separate booklet furnished to all eligible employees, is referenced only to provide additional information, and is not incorporated into the MOU.

A. Premium. The premium is based on the employee's salary and is paid by the District.

ARTICLE 7, SECTION 3: GROUP MEDICAL INSURANCE: ACTIVE EMPLOYEES

A. Active Employees' Medical Insurance Eligibility. Regular full-time employees and their eligible dependents are eligible for coverage under the District-selected medical insurance plan, which includes a Flexible Benefits Plan, effective the first of the month following date of hire and upon proper application, acceptance, and continuous service. Regular part-time employees and their eligible dependents are eligible for coverage effective the first of the month following date of hire and upon proper application, acceptance, and continuous service, except that the District's contribution is limited to one-half (1/2) of the District's contribution as provided below. The medical plan details are set forth in a separate booklet furnished to eligible employees, is referenced only to provide additional information, and is not incorporated into the MOU.

B. Health Insurance Coverage.

1. Required Coverage. All eligible employees are required to enroll in the following minimum core benefits for the employee only.
   - Dental insurance.
   - Basic life and AD&D insurance.

2. Medical Coverage. All eligible employees must select from the following two (2) options:

   Option 1: Waive Coverage
   You may elect to waive coverage if you are covered by another group health insurance plan, subject to plan provisions or District approval. You will be required to provide proof of medical insurance coverage.

   Option 2: Medical Insurance
   You may elect to enroll in the District-selected medical plan in accordance with the eligibility and enrollment guidelines.

C. Proof of Dependent Coverage. Employees who submit satisfactory "Proof of Medical Insurance Coverage" for their dependents may elect to waive dependent coverage under the District Medical Insurance Plan. This election may only be made during the plan's open enrollment period or during the year as the result of a qualifying "change in status" as defined by Section 125 of the Internal Revenue Code.

D. Health Insurance Premium Contributions.

Premiums are based on the following categories:

EO: Employee Only
E+1: Employee and Spouse or Employee and Child
E+2 or more: Employee, Spouse and Child/Children or Employee and Children

1. District/employee contribution for FY 2007-2013.

   The formula for District and employee health insurance contributions shall be:

   EO: 100% of the premium paid by the District
   E+1: 88% of the District-selected premium paid by the District; 12% paid by the employee
   E+2 or more: 88% of the District-selected premium paid by the District; 12% paid by the employee

ARTICLE 7, SECTION 4: GROUP HEALTH INSURANCE: RETIRED EMPLOYEES

A. Retiree Health Insurance Not Guaranteed. The provision of health insurance and access to medical and dental insurance for employees retiring who held full-time status during their employment and their eligible dependents is subject to the discretion of the District and is not guaranteed for life, or for any specific time period. However, the District will endeavor to make health insurance available to employees who retire, subject to the conditions noted in the rest of Article 7. In addition, retirees may only remain as participants in the District's plan as long as the terms of the plan permit such participation. Retirement through the District's Pension Retirement Plan (CalPERS) is required to be eligible to receive Retiree Health Insurance in addition to the provisions set below. Medicare-eligible retirees are required to sign up for Medicare Parts A and B at the retiree's own expense, in order to qualify for the Medicare-enrolled premium rates. For Medicare-eligible retirees who choose not to enroll for both Medicare Parts A and B, the District will pay up to the Medicare supplement premium rate and the retiree will pay the difference in the higher premium rate.

B. Eligible Dependents. Eligible dependents include those dependents who were covered by the District's health insurance on the date the employee ceased active service with the District. Dependents acquired after the employee retires are not eligible for coverage. If the retiree dies, or an active employee dies, and such employee was eligible to be covered by health insurance as a retiree on the date of death, then such employee's dependent(s) will be eligible for continuation of health insurance coverage until the surviving spouse is Medicare eligible. If there are dependent children eligible for coverage, such unmarried children are eligible for continuation of health insurance coverage up to age 19. Plan requirements shall be set forth in a separate booklet furnished to all eligible retirees, is referenced only to provide additional information and is not incorporated into the MOU.

C. Health Insurance Premium Contributions. Effective January 1, 2008, District contributions towards health insurance premiums for retired employees who held full-time status during their employment, shall be as follows; and medical and dental plan requirements shall be as set forth in separate booklets furnished to all eligible retirees, are referenced only to provide additional information, and are not incorporated into the MOU:

REGULAR RETIREMENT

1. TIER I: Qualifications for Tier I coverage are:
   a. The employee was hired before January 1, 1981; and
   c. The employee has attained age 55; and
   d. The employee has completed five (5) continuous years of service.
   e. District/retiree contribution:
      District and retiree health and dental insurance contributions shall be based on the formula implemented for active employees as set forth in Article 7, Section 3(D) and Article 7, Section 5 of this Memorandum of Understanding.

2. TIER II: Qualifications for Tier II coverage are:
   a. The employee was hired on or after January 1, 1981 but before July 1, 1993 and;
   b. The employee has attained age 55 but has not attained age 60; and
   c. The sum of the employee's age plus continuous years of service equals 70

      OR

   d. The employee was hired on or after January 1, 1981 but before July 1, 1993 and;
   e. The employee has attained age 60; and
   f. The sum of the employee's age plus continuous years of service equals 70.
   g. District/retiree contribution:

      District and retiree health insurance contributions for employees eligible under a), b) and c) immediately above shall be based on the formula implemented for active employees as set forth in Article 7, Section 3(D) of this Memorandum of Understanding.

      District and retiree health and dental insurance contributions for employees eligible under d), e) and f) immediately above shall be based on the formula implemented for active employees as set forth in Article 7, Section 3(D) and Article 7, Section 5 of this Memorandum of Understanding.

3. TIER III: Qualifications for Tier III coverage are:
   a. The employee was hired on or after July 1, 1993; and
   b. The employee has attained age 55; and
   c. The employee has completed fifteen (15) years of continuous service.
   d. District/retiree contribution:

      At the time of retirement, an eligible retiring employee will be eligible to receive $157.86 monthly or the minimum required by the District-selected plan, whichever is greater, to be paid towards employee-only health premiums. If there is no minimum contribution required by the plan, then the payment amount toward health insurance premium will be the last current dollar amount paid toward premiums at the time the District moves to a new plan.

      District coverage will end when the employee becomes Medicare-eligible unless the District-selected health insurance plan requires the District to continue to make a contribution toward the retiree health premium.

      The retiree may elect to provide coverage to his/her eligible dependents after retirement provided the employee pays 100% of the District-selected plan costs at the group plan rate. This election is not available once the retiree becomes Medicare-eligible.

      The retiree will not have access to purchase the District's group dental plan.

D. Early Retirement Due To Employee Disability.

Effective January 1, 2008, an employee may retire between the ages of 50 and 55, if the employee is permanently disabled and unable to work (subject to District approval) and has a minimum of 10 years of continuous District service and also takes an early retirement through the District's retirement pension plan (CalPERS). The District will make the final determination of disability eligibility. The District has sole discretion to determine whether the employee is disabled to qualify for this benefit and to adopt policies, regulations, and or guidelines to aid in this determination. The Association waives for the life of this agreement its right to negotiate the District's ability to determine who is disabled and to determine the polices, regulations and or guidelines.

The early retirement benefit is determined based on eligible Tier (hire date) as follows:

1. Tier I and Tier II: If an employee is permanently disabled, the employee may be eligible for Tier I or Tier II retiree health benefits provided they are an active employee who has attained age 50 and has 10 years of continuous service. The employee and eligible dependents would receive a reduced contribution level toward the District's current retiree benefit medical plan and if eligible for dental as follows:

Early Retirement Due to Disability	
Age at Time of Retirement	**Fixed Percentage**
<50	0%
50	70%
51	76%
52	82%
53	88%
54	94%

If disability retirement is approved by the District, the percentage of the retiree's health benefit premium to be paid by the District will be determined based on the retiree's age at the time the retirement becomes effective. The District's fixed percentage contribution will not increase over time. The same fixed percentage will be applied to calculate the District's portion for any qualified dependent(s).

2. Tier III: If an employee is permanently disabled, the employee may be eligible for Tier III employee-only retiree health benefits provided they are an active employee who has attained age 50 and has 10 years of continuous service. The employee would receive the same level of benefit as if the employee had retired at normal age described in Article 7, Section 4(C 3).

ARTICLE 7, SECTION 5: DENTAL INSURANCE: ACTIVE EMPLOYEES

Regular full-time employees and their eligible dependents are eligible for coverage under the District-selected Dental Insurance Plan, effective the first of the month following date of hire and upon proper application, acceptance, and continuous service. Regular part-time employees and their eligible dependents are eligible for coverage effective the first of the month following date of hire and upon proper application, acceptance, and continuous service, except that the District's contribution is limited to one-half (1/2) the District's contribution as provided below. The dental plan details are set forth in a separate booklet furnished to eligible employees, is referenced only to provide additional information, and is not incorporated into the MOU.

The formula for District and employee contributions for dental insurance shall be:

1. District contribution for FY 2007-2013:

   EO: 100% of the premium paid by the District
   E+1: 88% of the premium paid by the District; 12% paid by the employee
   E+2 or more: 88% of the premium paid by the District; 12% paid by the employee

ARTICLE 7, SECTION 6: LIFE INSURANCE: ACTIVE EMPLOYEES

Group Term Life Insurance is provided to regular full-time and regular part-time employees and their eligible dependents. The benefits are based on the employee's annual earnings. Dependents covered under the employee's health insurance policy have life insurance coverage of $1,000.00. The details of the plan are as set forth in a separate booklet furnished to all eligible employees, is referenced only to provide additional information, and is not incorporated into the MOU.

A. Premiums. The premium is based on the employee's coverage and is paid by the District. In addition, an employee may elect to cover him/herself and eligible dependents for voluntary term life insurance. The full cost of this insurance is paid by the employee through payroll deduction. The details of the plan are as set forth in a separate booklet furnished to all eligible employees.

ARTICLE 7, SECTION 7: DEATH BENEFIT

In the event of an employee's death, any unpaid wages, accrued unused vacation, and/or accrued unused sick leave shall be paid to the beneficiary designated in the insurance records filed in Human Resources or as otherwise required by law.

ARTICLE 8 - PAID LEAVES

ARTICLE 8, SECTION 1: HOLIDAYS AND HOLIDAY COMPENSATION

The District recognizes the following fourteen (14) holidays:

1. New Year's Day
2. Dr. Martin Luther King Jr's. Birthday
3. Presidents Day
4. Cesar Chavez Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veterans Day
9. Thanksgiving Day
10. Friday following Thanksgiving Day
11. Christmas Day
12. Two Floating Holidays (see subsection "A" below)
13. Employee's Birthday (see subsection "B" below)

A. Floating Holiday. Two (2) floating holidays shall be granted to employees to use in conjunction with other holidays. To establish the date of this holiday, on or before October first of each year, the Association shall notify the District of their preference for scheduling it. The District will then schedule the holiday on the date requested by the Association, if practical.

B. Employee's Birthday. The employee's birthday holiday may be used on the date of the employee's birthday, or, with advance approval, at any time after his/her birthday. Employees will not be paid for unused birthday holidays. An employee must notify his/her supervisor when he/she would like to take his/her birthday holiday. This holiday is to be used within twelve (12) calendar months from the date it is granted and may not be carried over to the next calendar year.

C. Saturday and Sunday Holidays. Holidays falling on Saturday will be observed on the preceding Friday and holidays falling on Sunday will be observed on the following Monday, which days shall be considered as the designated holiday.

D. Eligibility for Holidays. In no event shall the employee receive holiday pay unless he/she is on the payroll the day the holiday occurs and has worked or has paid service on his/her full regularly scheduled shift the day before and the day after the holiday.

E. Compensation for Holidays.

1. Eligible full-time employees shall receive eight (8) hours pay, and eligible regular part-time employees shall receive four (4) hours pay for holidays, regardless of the day of the week on which the holiday falls, and regardless of whether it was worked or not.

2. Compensation for Working on a Holiday: In addition to subsection E (1) above, an FLSA non-exempt employee who works on a holiday shall be compensated at twice the employee's regular hourly rate for all hours worked on that holiday.

3. Weekend Holidays: An employee who works on Christmas Day, New Year's Day, and/or Independence Day when these three holidays fall on a weekend shall be compensated at twice the employee's regular rate of pay either on the Monday or Friday upon which the holiday is observed or on the actual day of the holiday, whichever day coincides with the day the employee works.

ARTICLE 8, SECTION 2: VACATION

A. Eligibility. Vacation is paid time off earned by eligible full-time employees. Regular part-time employees shall earn fifty percent (50%) of the vacation credits earned by full-time employees. Temporary employees shall not be eligible to accrue vacation credits.

An employee's vacation credits earned become available for use as it is accumulated on a daily basis for actual hours paid in the payroll period and may be used in the payroll period following the payroll period within which it was earned.

B. Earnings. Eligible employees earn vacation credit as follows:

Years of Continuous Service with the District	Hour/Day Equivalent for Full-Time Employees Over One Year (26 Biweekly Pay Periods)
Up to Five Years	96 hours /12 Days
Six Years	104 hours/13 Days
Seven Years	112 hours/14 Days
Eight Years	120 hours/15 Days
Nine Years	128 hours/16 Days
Ten Years	136 hours/17 Days
Eleven Years	144 hours/18 Days
Twelve Years	152 hours/19 Days
Thirteen Years	160 hours/20 Days
Fourteen Years	168 hours/21 Days
Fifteen Years	176 hours/22 Days
Twenty Years	184 hours/23 Days

Vacation credit continues to accrue when an employee is on paid vacation or sick leave.

C. Maximum Balance. The maximum amount of vacation an eligible employee may accumulate is four (4) times his/her annual rate of accrual. Employees of the District as of July 1, 1993 shall have his/her existing vacation credits set aside or "banked" and the employee will have the ability to use or cash in these credits in accordance with the District Vacation Policy.

D. Cash-In of Vacation Credits. An employee may request to cash in any number of accrued or banked vacation credits for a minimum of twenty (20) hours for each

request, provided the employee maintains an eighty (80) hour balance after the cash-in occurs and agrees to take a minimum of forty (40) consecutive hours of vacation (or a combination of vacation, holiday hours, compensatory time, and/or flex schedule when used consecutively) in that same calendar year. In the event an approved vacation is canceled by the District, those hours will have been deemed to have been taken for purposes of this section.

In cases where an employee has an unforeseeable emergency, the General Manager may approve an employee's request to be reimbursed for any or all of the required eighty (80) hour balance and may waive the requirement that the employee take a minimum of forty (40) consecutive hours of vacation. An unforeseeable emergency means a severe financial hardship resulting from: (a) sudden and unexpected illness or accident of the employee or his/her dependent, (b) loss of employee's property due to casualty, or (c) other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the employee.

E. Granting Requests. Vacations will, so far as practicable, be granted at the time requested by the employee provided, however, that the District may schedule vacations to assure orderly operation of the District.

F. Use of Vacation Leave in Lieu of Sick Leave. If employee has used all available sick leave, vacation credits may also be used by an employee for sick leave.

G. Terminal Payment of Vacation. An employee, at the time he/she terminates employment with the District, shall be paid for any unused vacation credits at the employee's rate of pay at the time of leaving employment. Employees shall not be allowed to take vacation to extend their date of termination.

Notwithstanding any other provision in this Article 8, Section 2(G), for employees designated as Employees' Field Unit and Administrative Employees' Unit, an eligible employee (as defined in the last sentence) who is a participant in the Otay Water District Terminal Pay Plan on the date of his or her separation from District service, shall not be paid the monetary value of all available vacation credit as provided in Article 8, Section 2(G) above but, in lieu of such payment, the District shall make a monetary contribution in the amount of the monetary value of the vacation credit, up to the lower of the amount due or the amount allowed by law, towards the benefits provided for under the District's Terminal Pay Plan, if any, as provided therein. An eligible employee is a regular employee who is age 55 or older at the time of his/her termination of employment or who terminates employment because of his/her death.

H. Returning Employees. If an employee terminates from his/her position at the District and then returns to District employment within thirty-six (36) months, the employee will accrue vacation on the schedule based on his/her years of service at the time he/she left the District.

ARTICLE 8, SECTION 3: SICK LEAVE

A. Eligibility. Sick leave is paid time off for use as described herein, earned by eligible full-time employees. Regular part-time employees shall earn fifty percent (50%) of the sick leave credits earned by full-time employees. Temporary employees shall not be eligible to accrue sick leave credits.

An employee's sick leave credits earned become available for use as it is accumulated on a daily basis for actual hours paid in the payroll period and may be used in the payroll period following the payroll period within which it was earned.

B. Earnings. Eligible employees earn sick leave credit as follows:

Years of Continuous Service with the District	Hour/Day Equivalent for Full-Time Employees Over One Year (26 Biweekly Pay Periods)
Up to Five Years	64 Hours/8 Days
Over Five Years but less than Ten Years	80 Hours/10 Days
Ten Years	120 Hours/15 Days

Sick Leave credits will continue to accrue when an employee is on paid vacation or sick leave.

C. Allowable Use of Sick Leave. Sick leave shall be allowed and used for personal illness, injury, medical appointments, and/or treatment including hospitalization. Sick leave may also be used to care for the illness, injury, medical appointments, and/or medical treatment of family members.

D. Use of Sick Leave in Lieu of Vacation Leave. If an employee has used all available vacation leave sick leave may, with advance notice and prior approval by the District, be used as vacation.

E. Definition of Family Member. Family members for the use of sick leave are defined as:
- Child of the employee. "Child" is defined as a biological, foster or adopted child, stepchild, legal ward, or a child of an employee or his/her spouse who is acting in *loco parentis*;
- The employee's spouse;
- Parents of the employee or the employee's spouse.

F. Verification of the Proper Use of Sick Leave. The District may require verification of the proper use of sick leave at any time. If the use of sick leave for illness or injury exceeds five (5) consecutive days, the employee shall provide the District with a medical doctor's written verification of the illness or injury.

G. Maximum Balance. The maximum sick leave balance for eligible employees shall be six hundred (600) hours of sick leave credits. Employees of the District as of July 1, 1993 shall have his/her existing sick leave credits set aside or "banked" and the employee will have the ability to use or cash in these credits in accordance with the District Sick Leave Policy.

H. Cash-In of Sick Leave Credits. An employee may request to cash in any number of accrued or banked sick leave credits for a minimum of twenty (20) hours for each request, provided that the employee maintains an eighty (80) hour balance after the cash-in occurs.

In cases where an employee has an unforeseeable emergency, the General Manager may approve an employee's request to be reimbursed for any or all of the required eighty (80) hour balance. An unforeseeable emergency means a severe financial hardship resulting from: (a) sudden and unexpected illness or accident of the employee or his/her dependent, (b) loss of employee's property due to casualty, or (c) other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the employee.

I. Terminal Payment of Sick Leave. An employee, at the time he/she terminates employment with the District, shall be paid for any unused sick leave credits at the employee's rate of pay at the time of leaving employment. Employees shall not be allowed to take sick leave to extend their date of termination.

Notwithstanding any other provision in this Article 8, Section 3(I), an eligible employee (as defined in the last sentence) who is a participant in the Otay Water District Terminal Pay Plan on the date of his or her separation from District service, shall not be paid the monetary value of all available sick leave balance otherwise payable under this Article 8, Section 3(I) but, in lieu of such payment, the District shall make a monetary contribution in the amount of the monetary value of the sick credit, up to the lower of the amount due or the amount allowed by law, towards the benefits provided for under the District's Terminal Pay Plan, if any, as provided therein. An eligible employee is a regular employee who is age 55 or older at the time of his/her termination of employment or who terminates employment because of his/her death.

J. Returning Employees. If an employee terminates from his/her position at the District and then returns to District employment within thirty-six (36) months, the employee will accrue sick leave on the schedule based on his/her years of service at the time he/she left the District.

ARTICLE 8, SECTION 4: JURY DUTY (COURT LEAVE)

A. Definition. Jury duty (court leave) is paid leave granted by the District to an eligible employee to enable that employee to fulfill his/her duty as a citizen to serve as a juror, or as a prospective juror, or to serve as a witness in a court action to which the employee is not a party, before a Federal, Superior or Justice Court located within San Diego County.

B. Eligibility. An employee who has received an order from a court is eligible for court leave. Court leave is not granted when the employee is paid an expert witness fee or when attendance is part of the employee's official District duties. The employee must notify his/her supervisor immediately of any notice he/she receives to report for jury

duty. The employee shall furnish the District with a statement from a court official certifying the employee's service as a juror or prospective juror.

C. Court Leave Shall be Limited to:

1. Required attendance before Federal, Superior and Justice Courts located within the County of San Diego. If an employee is excused from jury duty on or before 11:30 am, he/she shall report to work within one (1) hour from the time he/she is excused.

2. Jury service on a regular workday. Payment shall not be made for jury duty performed on Saturdays or Sundays unless those are regularly scheduled workdays for the employee or for hours in excess of the employee's regularly scheduled workday, work week or work period.

3. Attendance that is required as a result of a notice to appear from the Jury Commissioner. If an employee volunteers to serve on jury duty even though the local rule of the court does not require it, the District will not pay the employee's salary for the period of such service. However, the employee may use accrued vacation or sick leave to compensate him/her for the hours missed while on voluntary jury duty. No unpaid leave shall be granted for voluntary jury duty without prior approval of the employee's supervisor.

ARTICLE 8, SECTION 5: BEREAVEMENT LEAVE

A. Definition. Bereavement leave is paid leave which is available to an employee at the time of death or funeral of a member of the employee's immediate family as defined below.

B. Eligibility. Employees on paid status and regular part-time employees are eligible for bereavement leave.

C. Amount of Leave. Bereavement leave shall not exceed three (3) work days for the death of a member of the employee's immediate family. Also, an employee shall be entitled to use two (2) days of sick leave, vacation, or compensatory time as bereavement leave. Regular part-time employees shall be eligible for fifty percent (50%) of the amount of leave granted to full-time employees.

D. Immediate Family. For purposes of bereavement leave only, immediate family is defined as:

- Spouse,
- Parent,
- Stepparent,
- Parent of current spouse,
- Child,
- Dependent stepchild,
- Grandchild,
- Grandparent,

- Brother,
- Sister,
- Domestic partner (as defined in California Family Code §297).

E. Verification of Proper Use of Bereavement Leave. If requested by the District, application for paid bereavement leave must be supported by satisfactory evidence of death and family relationship.

ARTICLE 8, SECTION 6: SCHOOL ACTIVITIES LEAVE

A. Definition. School Activities Leave is the allowable use of the employee's existing leave credits to attend school activities.

B. Eligibility. An employee on paid status and a regular part-time employee who is a parent, guardian, or grandparent with custody of a child attending a licensed day care facility or kindergarten, or enrolled in grade school through grade twelve, is eligible for School Activities Leave.

C. Amount of Leave. An employee may use as School Activities Leave, up to forty (40) hours of his/her existing vacation or sick leave credits or compensatory time balance per calendar year but not more than eight (8) hours in any one (1) month of the school year regardless of the number of children the employee may have.

D. Required Advance Notice. Employees are required to give forty-eight (48) hours advance notice of their desire to take School Activities Leave. The District may require that the employee provide documentation verifying participation in school activities on a particular date and time.

ARTICLE 8, SECTION 7: MILITARY LEAVE

A. Definition and Eligibility. Military Leave is granted to an employee who is or becomes a member of the Armed Services, Militia, or Organized Reserves of California or the United States. Such employee shall be entitled to the leaves of absence and employment rights and privileges provided by the Military and Veterans Code of the State of California.

B. Required Advance Notice. The employee must provide reasonable advance notice of the need for Military Leave and must provide the District with a copy of all military orders.

C. Duration of Military Leave. Military Leave shall be for the duration of a summer encampment not to exceed a two (2) week period in any one (1) calendar year, or the employee's service during hostilities or other actions of the military forces.

D. Compensation for Military Leave. The District will pay the difference between the employee's District salary and compensation he/she receives from the government for military services rendered. The employee will receive pay from the District at such

time he/she submits a statement to the Human Resources Manager verifying compensation received from the government.

ARTICLE 8, SECTION 8: FAILURE TO RETURN FROM LEAVE

Failure by an employee to return to duty within two (2) days of the date he/she is scheduled to return from any type of leave shall be considered an automatic resignation and the employee shall be notified of his/her automatic resignation from District employment. The District will consider evidence of extenuating circumstances if it is submitted by the employee to the District within ten (10) calendar days of the postmark of the District notice.

ARTICLE 9 - UNPAID LEAVES

ARTICLE 9, SECTION 1: FAMILY MEDICAL LEAVE AND PREGNANCY DISABILITY LEAVE

The administration of Family Medical Leave shall conform to the requirements of the State and Federal Family Leave Acts as set forth in the District's Family Medical Leave and Pregnancy Disability Leave Policy. A copy of which is available on the INET.

ARTICLE 9, SECTION 2: NON-WORK-RELATED MEDICAL LEAVE

A. Eligibility and Length of Leave. An employee who has twelve (12) months of service, which service need not be consecutive, and has worked at least 1,250 hours during the twelve (12) months immediately prior to the leave, shall be eligible to request Non-Work-Related Employee Medical Leave for up to six (6) months under the same conditions as applies to Article 9, Section 1, Family Medical Leave.

B. Reinstatement.

1. Within Twelve Weeks. The District shall reinstate the employee who returns within twelve (12) weeks of commencement of leave to his/her former position or to an equivalent position as determined by the District, with equivalent pay, benefits, status and authority.

2. After Twelve Weeks. For an employee who returns after twelve (12) weeks from commencement of leave, the District may return the employee to his/her former position, unless the position is no longer available. In the event the District at its discretion, eliminates the position or fills it while the employee is on leave, the District shall notify the employee on leave in writing at least two (2) weeks prior to eliminating or posting the position.

ARTICLE 9, SECTION 3: WORK FURLOUGH

A. Eligibility. Work furlough is unpaid leave available to regular employees who are on paid status the entire scheduled work day before as well as the entire scheduled work

day after the work furlough. Employees on other leave without pay shall not be eligible for work furlough.

B. Requests. The General Manager or his/her designee may grant a request from an employee for a voluntary unpaid leave of absence (work furlough) subject to the following conditions:

1. Leave must be taken in increments of at least one full hour.

2. The amount of leave shall not exceed forty (40) hours per fiscal year.

3. Medical and dental benefits shall continue as though the employee were on paid status.

ARTICLE 9, SECTION 4: PERSONAL LEAVE

A. Eligibility. An employee who has at least twelve (12) months of service with the District, which service need not be consecutive, and has worked at least 1,250 hours during the twelve (12) months immediately prior to the leave, shall be eligible to request unpaid Personal Leave of up to six (6) months.

B. Requests. The District may grant Personal Leave for emergency or other necessary conditions, and such requests shall be subject to review to determine if the leave serves the best interest of the District, subject to the following conditions:

1. During the leave, the employee and his/her eligible dependent(s), may continue group medical and dental coverage for a limited period of time at his/her own expense in accordance with Consolidated Omnibus Budget Reconciliation Act (COBRA) guidelines.

2. Sick leave and vacation credits will not accrue during Personal Leave.

3. Personal Leave shall run concurrently with Family Medical Leave, if the purpose for the leave qualifies under the Family Medical Leave Act.

4. The employee's in-range date will be extended by the number of days following the first sixty (60) calendar days of leave taken.

5. Upon return from leave, the District may return the employee to his/her former position, unless the position is no longer available. In the event the District, at its discretion, eliminates the position or fills it while the employee is on Personal Leave, the District shall notify the employee in writing at least two (2) weeks prior to eliminating or posting the position.

ARTICLE 9, SECTION 5: FAILURE TO RETURN FROM LEAVE

Failure by an employee to return to duty within two (2) days of the date he/she is scheduled to return from any type of leave shall be considered an automatic resignation

and the employee shall be notified of his/her automatic resignation from District employment. The District will consider evidence of extenuating circumstances if it is submitted by the employee to the District within ten (10) calendar days of the postmark of the District notice.

ARTICLE 10 - WORK-RELATED OCCUPATIONAL INJURY OR DISABILITY

ARTICLE 10, SECTION 1: WORK-RELATED DISABILITY LEAVE

A. Definition. Work-Related Disability Leave is unpaid leave provided to an employee on Workers' Compensation Temporary Disability Benefits for a period of up to six (6) months for the purpose of recovering from, and receiving treatment for, a work-related disability.

   Work-related Disability Leave shall run concurrently with Family Medical Leave (FML) if the purpose for the leave qualifies under the FML Act.

B. Maintenance of Benefits During Work-Related Disability Leave. During Work-Related Disability Leave, the District shall maintain the following benefits for the employee and the employee's eligible dependents under the same conditions as coverage would have been provided if the employee had been continuously employed:

   - Medical Insurance,
   - Dental Insurance,
   - Life and AD&D Insurance, and
   - Long-Term Disability (LTD) Insurance.

   If the employee elects to continue the optional life insurance and/or the flexible benefits program, the employee shall be required to pay the premiums by payroll deduction or direct payment to the District. At the beginning of the leave period, the employee will be given written notice of the amounts and option of either payroll deduction or direct payments. Such employee contribution amounts are subject to any changes in rates that occur while the employee is on leave.

   While on Work-Related Disability Leave, an employee shall earn sick leave and vacation credit and will be entitled to pay for holidays.

C. Reinstatement.

   1. Return Prior to Six Months. At the conclusion of a Work-Related Disability Leave that has not exceeded six (6) months in duration, and providing that the employee's attending physician verifies that he/she is fully able to resume all of the duties and responsibilities of the position, and if such position exists, an employee shall be returned to the duties of the position within the classification to which he/she was assigned prior to the leave.

2. Status of Leave at Six Months. If, at the conclusion of six (6) months from the first day of injury or illness, the employee remains unable to return and resume the duties and responsibilities of his/her position, the District may consider his/her position vacated and take the necessary steps to fill it. The District will then place the employee on a Personal Leave of Absence not to exceed six (6) months. In the event the District in its discretion, eliminates the position or fills it while the employee is on leave, the District shall notify the employee in writing at least two (2) weeks prior to eliminating or posting the position.

ARTICLE 11 - WORKPLACE SAFETY

A. Commitment to Safety. The District will continue to provide for the workplace safety and health of its employees and to maintain an effective Safety and Loss Control Program. It is the responsibility of all employees to follow all safety practices, rules, and regulations.

B. Safety Committee. The District may convene an Employee Safety Committee to review and discuss safety features, methodologies, and equipment.

C. Reporting Safety Concerns. It is the obligation of all employees to immediately report any condition that he/she believes to be unsafe. The District will conduct a prompt investigation and correct any unsafe conditions found to exist.

ARTICLE 12 - PERSONNEL PRACTICES

ARTICLE 12, SECTION 1: PERSONNEL FILES

An employee may inspect his/her personnel file with the exception of references and all materials obtained from other employers and agencies before he/she was hired. An employee shall make a request to inspect his/her file at least forty-eight (48) hours in advance of such inspection. In order to preserve the integrity of personnel files, the District may require inspections to be made in the presence of the Human Resources Manager or his/her designee. The District shall keep documents regarding the processing of a grievance separate from the employee's personnel file, except that the District may place in the personnel file any document that would have been placed there in the absence of a grievance.

ARTICLE 12, SECTION 2: LAYOFF PROCEDURE

An employee terminated because of the elimination of the employee's position or a reduction in the workforce (layoff) shall receive ten (10) working days notice or ten (10) days pay. The District shall determine whether the employee shall receive notice or pay. The District shall also provide the Association with twenty (20) working days notice prior to the layoff to allow the Association to meet and confer over the impact of the layoff.

The layoff process shall be administered in accordance with the following:

1. Seniority. Seniority shall be used to determine the order of layoff. Seniority is defined as the employee's total hours of continuous District employment. All seniority is lost upon the employee's resignation or dismissal.

2. Calculation of Layoff Rating. The employee's layoff rating equals one (1) point for each hour of continuous paid service exclusive of all unpaid leaves or periods of suspension.

3. Order of Layoff. Except for employees who volunteer to be laid off, layoff shall be in seniority order. The District may layoff a volunteer for layoff at any point. Employees shall be laid off according to their layoff ratings, with the lowest ratings being laid off first. Employees with equal layoff ratings shall be at the District's discretion. Employees on leave shall be laid off in the same manner as active employees.

4. Reemployment List. A regular employee who is laid off shall be placed on a Reemployment List for the position from which he/she was laid off in the reverse order of layoff. The employee shall be removed from the Reemployment List for any of the following reasons:

    a. The expiration of six (6) months from the date of placement on the list.
    b. Reemployment in any permanent position.
    c. Failure to respond within ten (10) calendar days of the postmark of a registered letter notifying the employee of the availability of reemployment.
    d. Failure to report to work within ten (10) calendar days of the postmark of a registered letter containing a notice of reemployment.
    e. A request by the employee that his/her name be removed from the list.

5. Reemployment.

    a. Vacancies to be filled shall be first offered to individuals on the Reemployment List who filled a position in the same classification as the vacancy to be filled.

ARTICLE 12, SECTION 3: PROBATIONARY PERIOD

A. Exclusions from Probationary Period. For all types of probationary periods, leaves of absence or limited duty assignments shall not count towards completion of the probationary period and therefore, the employee's probationary period shall be extended by the number of days of absence or limited duty assignment.

B. Probationary Employees. Employees newly hired by the District shall serve a twelve (12) month probationary period.

C. Promotions, Demotions, Reclassifications, and Transfers. An employee who is promoted, demoted, reclassified, or transferred to a different classification prior to completion of his/her initial twelve (12) month probationary period shall remain on probationary status and will serve a new probationary period of twelve (12) months which shall commence on the date of the employee's promotion, demotion, reclassification, or transfer. Exception: if the employee has completed at least nine (9) months of his/her initial probationary period and is then promoted, demoted, reclassified, or transferred, he/she shall remain on probation and serve a new probationary period of six (6) months which shall commence on the date of the employee's promotion, demotion, reclassification, or transfer.

D. Benefits During Probation. Employees serving probation shall receive the benefits of this Memorandum of Understanding with the exception that during the probationary period, a probationary employee may be disciplined, discharged, laid off, or otherwise dismissed from District service at the sole discretion of the District and neither the reason for, nor the disciplinary action, discharge, layoff, or dismissal may be appealed through the Grievance Procedure of this Memorandum of Understanding.

ARTICLE 12, SECTION 4: JOB POSTING

Employment announcements for full or part-time positions will be sent via email to all District employees and shall be posted on the INET for a period of not less than seven (7) calendar days before the deadline established for submitting an application. The notice shall remain posted until the date of the deadline.

ARTICLE 12, SECTION 5: PERFORMANCE EVALUATION

The performance of regular employees is generally evaluated once in each twelve (12) month period for regular employees. An evaluation shall be also be prepared at the time a regular employee is promoted to a different classification for the time the employee served in his/her former classification unless an evaluation was completed within thirty (30) days prior to the promotion. A District-generated Performance Evaluation may be issued at any time. The employee shall be furnished with a copy of his/her completed Performance Evaluation form.

ARTICLE 12, SECTION 6: USE OF DISTRICT VEHICLES

Except as provided in this section, District vehicles may be used by employees only for conducting District business.

A. Lunch Purchase Stops. An employee driving a District vehicle may stop to purchase lunch food/beverages as follows:

1. The stop is on a direct route to/from the Operations Yard and the employee's assigned work site, or on a direct route between two assigned work sites.

2. The use of District vehicles shall not extend lunch periods. Time spent for lunch purchase stops will be deducted from the employee's lunch period.

3. An employee may leave a field work site to buy food/beverages only if the employee can leave the work site, return, and eat his/her meal within the time provided for the lunch period.

ARTICLE 13 - GRIEVANCE PROCEDURE

A. Definition.

1. A grievance is defined as an allegation by an employee that the District has failed to provide a condition of employment that is established by this Memorandum of Understanding, or an appeal of a disciplinary termination, reduction in salary, demotion, or suspension of more than three (3) days. A grievance filed under this definition shall have the right to be processed up to Step Three: Binding Arbitration.

2. A grievance is also defined as an appeal of a disciplinary suspension of three (3) days or less or of a letter of reprimand. A grievance filed under this definition shall only have the right to be processed up to Step Two: Review by the General Manager.

B. Exclusions.

This grievance procedure shall not apply to:

1. Matters covered by the District Employer-Employee Relations Policy;
2. Matters over which the Public Employment Relations Board (PERB) has jurisdiction;
3. The substance of Performance Evaluations;
4. Matters concerning the District's self-funded medical and dental benefits for which appeal procedures are contained in the plan documents;
5. Oral warnings or counseling;
6. Employee recognition programs;
7. Concerning any other subject, unless the subject is covered by the expressed terms of this Memorandum of Understanding.

C. Stale Grievance.

A grievance shall be void unless filed in writing within twenty (20) days from the date upon which the District is alleged to have failed to provide a condition of employment which has been established by this Memorandum of Understanding, or within twenty (20) days from the time an employee might reasonably have known of the alleged failure, or within twenty (20) days from receipt by the employee of notice of intent to render formal discipline.

For purposes of this Procedure, "day" is defined as any day upon which the administrative offices of the District are open for regularly scheduled business. In no

event shall a grievance include a claim for money relief for more than a thirty (30) day period prior to the date the grievance was filed.

D. Informal Discussion with Employee's Supervisor.

Before proceeding to Step One of the formal grievance procedure, except when discipline has been rendered, an employee shall discuss his/her grievance with his/her immediate supervisor in private; outside the presence of any other person and attempt to work out a satisfactory solution. If the employee and his/her supervisor cannot work out a satisfactory solution, the employee may choose to represent himself/herself individually without the involvement of the Association, or he/she may request the assistance of an Association Representative to write and formally present the grievance.

E. Grievance Procedure Steps.

1. Step One: Immediate Supervisor

If the employee chooses to formally pursue his/her grievance after he/she has met with his/her supervisor as required in Subsection D of this Procedure, he/she shall present the written grievance to his/her immediate supervisor within the time limit specified in Subsection C of this Procedure.

The written grievance shall be submitted on the District form and shall specify each Article, Section, and/or Subsection of the Memorandum of Understanding that is alleged to have been violated by the District and shall specify dates, times, places, and persons, and other facts necessary to a clear understanding of the matter being grieved. In cases of disciplinary action, the written grievance shall state as a ground(s) for the appeal that the disciplinary action is inaccurate, unduly severe, and/or unfair, and set forth the facts supporting such ground(s). The grievance shall also state the remedy sought. If the grieving employee fails to provide the required information, or state a ground for challenging disciplinary action, the District may return the grievance to the employee and may refuse to process the grievance until the information is furnished. The Grievance Procedure time limits will not be extended for this purpose. However, the time limits may be extended by mutual agreement of the parties.

The immediate supervisor shall return a copy of the written grievance to the employee with his/her answer thereto in writing within ten (10) days of receipt of the written grievance. If the grievance is not resolved at Step One, the employee may appeal the grievance to Step Two no later than ten (10) days from receipt of the supervisor's answer.

2. Step Two: General Manager

A grievance appealed to the General Manager shall include a copy of the original grievance and a clear, concise statement of the reasons for the appeal.

If requested, the grievant will be granted the right to present his/her case orally in addition to the written appeal. The General Manager or his/her designee shall review the grievance in an attempt to resolve it and shall communicate the decision to the grievant within ten (10) days of receipt of the appeal. This is the final step for grievances defined under Section A (2) of this Grievance Procedure.

3. Step Three: Arbitration

If the General Manager or his/her designee's decision does not resolve the grievance, and the grievance falls under the definition in Section A (1) of this Procedure, the grievant may, within ten (10) days of receipt of the General Manager's decision, submit a request in writing to the Association to submit the grievance to arbitration. Within twenty (20) days of the grievant's receipt of the decision of the General Manager or his/her designee, the Association shall inform the District if they desire that the grievance be arbitrated.

F. Selection of Arbitrator.

The arbitrator shall be selected by mutual agreement between the District and the grievant or his/her representative. If agreement is not reached on an arbitrator, the parties shall request the State Mediation and Conciliation Service to supply a list of seven (7) qualified arbitrators. The parties shall then alternately strike names from the list until only one (1) name remains, and that person shall serve as the arbitrator. If the parties are unable to agree which party will make the first strike, they shall flip a coin and the winner shall decide which party will make the first strike.

If either the District or the Association so requests, a separate arbitrator shall be selected using the process in this section to hear the question of arbitrability of the grievance. No hearing on the merits of the grievance may be conducted until the issue of arbitrability has been decided.

G. Submission of the Issue to the Arbitrator.

The parties will jointly prepare a statement defining the issue to be submitted to the arbitrator. If agreement is not reached on this statement, each party will submit its own statement defining the issue.

H. Duty of the Arbitrator.

It shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance, which shall be binding. On all issues except appeals of disciplinary action, the grievant shall bear the burden of proof. The decision of the arbitrator shall be based solely on the interpretation of the provisions of the Memorandum of Understanding applicable to the grievance and he/she shall not add to, subtract from, modify or disregard any of the terms or provisions of the Memorandum of Understanding.

In appeals of disciplinary action, the arbitrator's decision shall state whether the District has proven the charge(s) against the employee and whether the discipline imposed is appropriate to the proven charges. The arbitrator shall not consider any ground for appeal not raised by the grievant at Step One.

The provisions for arbitration are not intended and shall not be construed to empower an arbitrator to change any condition of employment specifically covered by the Memorandum of Understanding or to revise, modify or alter in any respect, any provision contained in the Memorandum of Understanding.

I. Payment of Costs.

Each party to a hearing before an arbitrator shall bear his/her own expenses in connection with the arbitration. All fees and expenses of the arbitrator shall be borne one-half (1/2) by the District and one-half (1/2) by the Association.

Either party may request a certified court reporter to record the arbitration hearing. The cost of the court reporter shall be paid by the party requesting the reporter. The cost of a transcript of the hearing shall be borne by the party requesting it.

J. Effect of Failure of Timely Action.

Failure of the employee to file an appeal within the required time period at any step shall constitute an abandonment of the grievance. If the District fails to respond within the required time limit at any step, the District shall be considered to have denied the grievance at that step as of the last day for response. The grievant's time to proceed to the next step, if applicable, shall commence accordingly.

K. No Reprisal.

Employees shall be free from reprisal for use of this Grievance Procedure.

L. Grievance Forms.

All grievances shall be filed on the appropriate form, which is attached as Appendix "E" to this Memorandum of Understanding.

M. Representation.

An employee may represent himself/herself without the involvement of the Association or he/she may request the assistance of an Association Representative to write and formally present the grievance. However, an employee may not grieve to Step Three: Arbitration, without the consent of the Association.

ARTICLE 14 - GENERAL PROVISIONS

ARTICLE 14, SECTION 1: NON-DISCRIMINATION

In receiving the rights afforded by this Memorandum of Understanding, no person shall in any way be favored or discriminated against to the extent prohibited by law because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, and sexual orientation.

ARTICLE 14, SECTION 2: ENTIRE AGREEMENT

This Memorandum of Understanding sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements over these matters between the parties, whether formal or informal, are hereby superseded or terminated in their entirety.

ARTICLE 14, SECTION 3: SEPARABILITY

This Memorandum of Understanding is subject to all current and future applicable federal, state and local laws and regulations. If any part or provision of this MOU is in conflict or inconsistent with such applicable provisions of federal, state or local laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of the MOU shall not be affected thereby.

ARTICLE 14, SECTION 4: MANAGEMENT RIGHTS

The management of the District and the direction of the work force are vested exclusively in the District, subject to the terms of this MOU. All matters not covered by this MOU may be administered by the District. The District shall have sole authority over the merits, necessity, or organization of any District service or activity provided by law.

ARTICLE 14, SECTION 5: STRIKES AND LOCKOUTS

Neither the Association nor any employee represented by the Association shall cause, authorize, engage in, or sanction any type of job action, strike, or slowdown which results in less than the full and faithful performance of the duties of employment during the term of this MOU and for a ninety (90) day period following expiration of the term of this MOU. During the term of this MOU and for ninety (90) days following its expiration, the District shall not take action to lock out employees covered by this MOU.

ARTICLE 14, SECTION 6: EMERGENCY

Nothing herein shall limit the authority of management to make necessary changes during emergencies. Emergency is defined as a substantial likelihood that serious harm would be experienced unless immediate action is taken.

ARTICLE 14, SECTION 7: IMPLEMENTATION

This MOU constitutes a mutual recommendation to be jointly submitted to the District Board of Directors. It is agreed that this MOU shall not be binding upon the parties either in whole or in part unless and until:

1. The Association ratifies this Memorandum; and
2. The Board of Directors acts by majority vote, to formally approve and adopt this MOU and to appropriate the necessary funds required to implement the provisions of this MOU that require funding.

The District shall act in a timely manner to make the necessary changes to implement this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties have caused their duly-authorized representatives to execute this Memorandum of Understanding. Approved by the Board of Directors on September 5, 2007.

FOR: OTAY WATER DISTRICT

Mark W. Watton,
General Manager

Dan C. Cassidy,
Liebert Cassidy Whitmore

Kelli M. Williamson,
Human Resources Manager

Rita K. Bell,
Finance Manager

Rosemary F. Dries,
Senior Human Resources Analyst

Don R. Henderson,
Construction Maintenance Manager

FOR: OTAY WATER DISTRICT EMPLOYEES ASSOCIATION

E. Patrick Newman, President,
Field Employees Unit

Mike Powell,
Employee Services

Larry A. Cass,
Field Employees Unit

Dennis S. Cooper,
Field Employees Unit

John M. Mobley
Administrative Employees Unit

SUMMARY OF SALARY INCREASES:

Effective July 1, 2007	**3.0%**
Effective July 1, 2008	**3.0%**
Effective July 1, 2009	**3.0%**
Effective July 1, 2010	**3.0%**
Effective July 1, 2011	**3.5%**
Effective July 1, 2012	**3.5%**

OTAY WATER DISTRICT SALARY SCHEDULE
EFFECTIVE JULY 1, 2007

	HOURLY			MONTHLY			ANNUAL		
GRADE	MIN	MID	MAX	MIN	MID	MAX	MIN	MID	MAX
10	$ 13.4332	$ 15.1123	$ 16.7915	$ 2,328.43	$ 2,619.48	$ 2,910.52	$ 27,941.07	$ 31,433.71	$ 34,926.35
11	14.1049	15.8679	17.6311	2,444.85	2,750.46	3,056.05	29,338.13	33,005.39	36,672.67
12	14.8102	16.6613	18.5126	2,567.09	2,887.98	3,208.85	30,805.03	34,655.66	38,506.31
13	15.5507	17.4944	19.4383	2,695.45	3,032.38	3,369.30	32,345.29	36,388.45	40,431.62
14	16.3282	18.3691	20.4102	2,830.22	3,184.00	3,537.76	33,962.55	38,207.87	42,453.20
15	17.1446	19.2876	21.4307	2,971.73	3,343.20	3,714.65	35,660.68	40,118.26	44,575.86
16	18.0018	20.2519	22.5022	3,120.31	3,510.36	3,900.38	37,443.71	42,124.17	46,804.65
17	18.9019	21.2645	23.6273	3,276.33	3,685.87	4,095.40	39,315.90	44,230.38	49,144.89
18	19.8470	22.3278	24.8087	3,440.15	3,870.17	4,300.17	41,281.69	46,441.90	51,602.13
19	20.8394	23.4442	26.0491	3,612.15	4,063.68	4,515.18	43,345.78	48,764.00	54,182.24
20	21.8813	24.6164	27.3516	3,792.76	4,266.86	4,740.94	45,513.06	51,202.20	56,891.35
21	22.9754	25.8472	28.7192	3,982.40	4,480.20	4,977.98	47,788.72	53,762.31	59,735.92
22	24.1242	27.1395	30.1551	4,181.52	4,704.21	5,226.88	50,178.15	56,450.42	62,722.71
23	25.3304	28.4965	31.6629	4,390.60	4,939.42	5,488.23	52,687.06	59,272.94	65,858.85
24	26.5969	29.9213	33.2460	4,610.13	5,186.39	5,762.64	55,321.41	62,236.59	69,151.79
25	27.9268	31.4174	34.9083	4,840.63	5,445.71	6,050.77	58,087.48	65,348.42	72,609.38
26	29.3231	32.9883	36.6537	5,082.66	5,718.00	6,353.31	60,991.86	68,615.84	76,239.85
27	30.7892	34.6377	38.4864	5,336.80	6,003.90	6,670.98	64,041.45	72,046.63	80,051.84
28	32.3287	36.3696	40.4107	5,603.64	6,304.10	7,004.52	67,243.52	75,648.97	84,054.43
29	33.9451	38.1881	42.4313	5,883.82	6,619.30	7,354.75	70,605.70	79,431.41	88,257.16
30	35.6424	40.0975	44.5528	6,178.01	6,950.26	7,722.49	74,135.99	83,402.98	92,670.01
31	37.4245	42.1023	46.7805	6,486.91	7,297.78	8,108.61	77,842.79	87,573.13	97,303.52
32	39.2957	44.2074	49.1195	6,811.26	7,662.67	8,514.04	81,734.92	91,951.79	102,168.69

OTAY WATER DISTRICT SALARY SCHEDULE
EFFECTIVE JULY 1, 2008

	HOURLY			MONTHLY			ANNUAL		
GRADE	MIN	MID	MAX	MIN	MID	MAX	MIN	MID	MAX
10	$ 13.8362	$ 15.5657	$ 17.2952	$ 2,398.27	$ 2,698.05	$ 2,997.83	$ 28,779.30	$ 32,376.66	$ 35,974.02
11	14.5280	16.3440	18.1600	$ 2,518.19	$ 2,832.96	$ 3,147.73	$ 30,218.24	$ 33,995.52	$ 37,772.72
12	15.2544	17.1612	19.0680	$ 2,644.10	$ 2,974.61	$ 3,305.11	$ 31,729.15	$ 35,695.30	$ 39,661.35
13	16.0171	18.0192	20.0214	$ 2,776.30	$ 3,123.33	$ 3,470.37	$ 33,315.57	$ 37,479.94	$ 41,644.42
14	16.8180	18.9202	21.0224	$ 2,915.12	$ 3,279.50	$ 3,643.89	$ 34,981.44	$ 39,354.02	$ 43,726.64
15	17.6589	19.8662	22.0735	$ 3,060.88	$ 3,443.47	$ 3,826.08	$ 36,730.51	$ 41,321.70	$ 45,912.97
16	18.5418	20.8595	23.1772	$ 3,213.91	$ 3,615.65	$ 4,017.39	$ 38,566.94	$ 43,387.76	$ 48,208.62
17	19.4689	21.9025	24.3361	$ 3,374.61	$ 3,796.43	$ 4,218.25	$ 40,495.31	$ 45,557.20	$ 50,619.05
18	20.4424	22.9976	25.5529	$ 3,543.35	$ 3,986.25	$ 4,429.17	$ 42,520.19	$ 47,835.01	$ 53,150.01
19	21.4645	24.1475	26.8305	$ 3,720.51	$ 4,185.57	$ 4,650.63	$ 44,646.16	$ 50,226.80	$ 55,807.51
20	22.5377	25.3549	28.1721	$ 3,906.53	$ 4,394.85	$ 4,883.16	$ 46,878.42	$ 52,738.19	$ 58,597.88
21	23.6646	26.6226	29.5807	$ 4,101.86	$ 4,614.58	$ 5,127.31	$ 49,222.37	$ 55,375.01	$ 61,527.78
22	24.8478	27.9538	31.0597	$ 4,306.95	$ 4,845.33	$ 5,383.68	$ 51,683.42	$ 58,143.90	$ 64,604.16
23	26.0902	29.3514	32.6127	$ 4,522.30	$ 5,087.58	$ 5,652.86	$ 54,267.62	$ 61,050.91	$ 67,834.37
24	27.3947	30.8190	34.2433	$ 4,748.41	$ 5,341.96	$ 5,935.51	$ 56,980.98	$ 64,103.52	$ 71,226.09
25	28.7645	32.3600	35.9555	$ 4,985.85	$ 5,609.07	$ 6,232.28	$ 59,830.16	$ 67,308.80	$ 74,787.40
26	30.2027	33.9780	37.7533	$ 5,235.13	$ 5,889.52	$ 6,543.90	$ 62,821.62	$ 70,674.24	$ 78,526.77
27	31.7128	35.6769	39.6409	$ 5,496.89	$ 6,184.00	$ 6,871.09	$ 65,962.62	$ 74,207.95	$ 82,453.10
28	33.2985	37.4607	41.6230	$ 5,771.74	$ 6,493.19	$ 7,214.65	$ 69,260.88	$ 77,918.26	$ 86,575.76
29	34.9634	39.3337	43.7041	$ 6,060.32	$ 6,817.84	$ 7,575.38	$ 72,723.87	$ 81,814.10	$ 90,904.55
30	36.7116	41.3004	45.8893	$ 6,363.34	$ 7,158.74	$ 7,954.15	$ 76,360.13	$ 85,904.83	$ 95,449.77
31	38.5471	43.3655	48.1838	$ 6,681.50	$ 7,516.69	$ 8,351.86	$ 80,177.97	$ 90,200.24	$ 100,222.26
32	40.4745	45.5337	50.5930	$ 7,015.58	$ 7,892.51	$ 8,769.45	$ 84,186.96	$ 94,710.10	$ 105,233.38

OTAY WATER DISTRICT SALARY SCHEDULE
EFFECTIVE JULY 1, 2009

	HOURLY			MONTHLY			ANNUAL		
GRADE	MIN	MID	MAX	MIN	MID	MAX	MIN	MID	MAX
10	$ 14.2513	$ 16.0327	$ 17.8141	$ 2,470.23	$ 2,779.00	$ 3,087.78	$ 29,642.70	$ 33,348.02	$ 37,053.33
11	14.9639	16.8343	18.7048	$ 2,593.74	$ 2,917.95	$ 3,242.17	$ 31,124.91	$ 35,015.34	$ 38,905.99
12	15.7121	17.6761	19.6400	$ 2,723.43	$ 3,063.86	$ 3,404.27	$ 32,681.17	$ 36,766.29	$ 40,851.29
13	16.4977	18.5599	20.6220	$ 2,859.60	$ 3,217.05	$ 3,574.49	$ 34,315.22	$ 38,604.59	$ 42,893.86
14	17.3225	19.4878	21.6531	$ 3,002.57	$ 3,377.89	$ 3,753.21	$ 36,030.80	$ 40,534.62	$ 45,038.55
15	18.1887	20.4622	22.7358	$ 3,152.71	$ 3,546.78	$ 3,940.87	$ 37,832.50	$ 42,561.38	$ 47,290.48
16	19.0981	21.4854	23.8726	$ 3,310.34	$ 3,724.14	$ 4,137.92	$ 39,724.05	$ 44,689.63	$ 49,655.00
17	20.0530	22.5596	25.0662	$ 3,475.85	$ 3,910.33	$ 4,344.81	$ 41,710.24	$ 46,923.97	$ 52,137.75
18	21.0557	23.6876	26.3195	$ 3,649.65	$ 4,105.85	$ 4,562.05	$ 43,795.86	$ 49,270.21	$ 54,744.64
19	22.1084	24.8720	27.6355	$ 3,832.12	$ 4,311.15	$ 4,790.16	$ 45,985.47	$ 51,733.76	$ 57,481.87
20	23.2139	26.1156	29.0173	$ 4,023.74	$ 4,526.70	$ 5,029.66	$ 48,284.91	$ 54,320.45	$ 60,355.97
21	24.3746	27.4214	30.4682	$ 4,224.93	$ 4,753.04	$ 5,281.15	$ 50,699.17	$ 57,036.51	$ 63,373.77
22	25.5933	28.7924	31.9916	$ 4,436.17	$ 4,990.68	$ 5,545.20	$ 53,234.06	$ 59,888.19	$ 66,542.45
23	26.8730	30.2320	33.5911	$ 4,657.99	$ 5,240.21	$ 5,822.46	$ 55,895.84	$ 62,882.56	$ 69,869.58
24	28.2166	31.7436	35.2707	$ 4,890.88	$ 5,502.22	$ 6,113.59	$ 58,690.53	$ 66,026.69	$ 73,363.05
25	29.6274	33.3308	37.0342	$ 5,135.42	$ 5,777.34	$ 6,419.27	$ 61,624.99	$ 69,328.06	$ 77,031.21
26	31.1088	34.9974	38.8859	$ 5,392.19	$ 6,066.22	$ 6,740.23	$ 64,706.30	$ 72,794.59	$ 80,882.77
27	32.6642	36.7472	40.8302	$ 5,661.79	$ 6,369.51	$ 7,077.24	$ 67,941.54	$ 76,434.18	$ 84,926.91
28	34.2975	38.5846	42.8718	$ 5,944.90	$ 6,688.00	$ 7,431.10	$ 71,338.80	$ 80,255.97	$ 89,173.25
29	36.0123	40.5138	45.0153	$ 6,242.13	$ 7,022.39	$ 7,802.66	$ 74,905.58	$ 84,268.70	$ 93,631.91
30	37.8129	42.5395	47.2661	$ 6,554.24	$ 7,373.51	$ 8,192.79	$ 78,650.83	$ 88,482.16	$ 98,313.51
31	39.7036	44.6665	49.6294	$ 6,881.96	$ 7,742.19	$ 8,602.43	$ 82,583.49	$ 92,906.32	$ 103,229.19
32	41.6888	46.8998	52.1109	$ 7,226.06	$ 8,129.30	$ 9,032.55	$ 86,712.70	$ 97,551.58	$ 108,390.64

OTAY WATER DISTRICT SALARY SCHEDULE
EFFECTIVE JULY 1, 2010

	HOURLY			MONTHLY			ANNUAL		
GRADE	MIN	MID	MAX	MIN	MID	MAX	MIN	MID	MAX
10	$ 14.6788	$ 16.5137	$ 18.3485	$ 2,544.33	$ 2,862.37	$ 3,180.41	$ 30,531.90	$ 34,348.50	$ 38,164.88
11	15.4127	17.3394	19.2659	$ 2,671.53	$ 3,005.50	$ 3,339.43	$ 32,058.42	$ 36,065.95	$ 40,073.12
12	16.1834	18.2064	20.2292	$ 2,805.12	$ 3,155.78	$ 3,506.40	$ 33,661.47	$ 37,869.31	$ 42,076.78
13	16.9925	19.1167	21.2407	$ 2,945.37	$ 3,313.56	$ 3,681.72	$ 35,344.40	$ 39,762.74	$ 44,180.62
14	17.8422	20.0725	22.3027	$ 3,092.65	$ 3,479.23	$ 3,865.80	$ 37,111.78	$ 41,750.80	$ 46,389.65
15	18.7343	21.0761	23.4179	$ 3,247.28	$ 3,653.19	$ 4,059.09	$ 38,967.34	$ 43,838.29	$ 48,709.13
16	19.6710	22.1299	24.5887	$ 3,409.64	$ 3,835.85	$ 4,262.05	$ 40,915.68	$ 46,030.19	$ 51,144.59
17	20.6545	23.2364	25.8182	$ 3,580.11	$ 4,027.64	$ 4,475.15	$ 42,961.36	$ 48,331.71	$ 53,701.82
18	21.6873	24.3983	27.1091	$ 3,759.13	$ 4,229.04	$ 4,698.91	$ 45,109.58	$ 50,748.46	$ 56,386.91
19	22.7716	25.6182	28.4645	$ 3,947.08	$ 4,440.49	$ 4,933.85	$ 47,364.93	$ 53,285.86	$ 59,206.26
20	23.9102	26.8991	29.8878	$ 4,144.43	$ 4,662.51	$ 5,180.55	$ 49,733.22	$ 55,950.13	$ 62,166.57
21	25.1057	28.2440	31.3822	$ 4,351.65	$ 4,895.63	$ 5,439.57	$ 52,219.86	$ 58,747.52	$ 65,274.90
22	26.3610	29.6562	32.9513	$ 4,569.24	$ 5,140.41	$ 5,711.55	$ 54,830.88	$ 61,684.90	$ 68,538.64
23	27.6791	31.1390	34.5988	$ 4,797.71	$ 5,397.43	$ 5,997.13	$ 57,572.53	$ 64,769.12	$ 71,965.57
24	29.0630	32.6960	36.3288	$ 5,037.59	$ 5,667.31	$ 6,296.99	$ 60,451.04	$ 68,007.68	$ 75,563.85
25	30.5162	34.3308	38.1452	$ 5,289.47	$ 5,950.67	$ 6,611.84	$ 63,473.70	$ 71,408.06	$ 79,342.04
26	32.0420	36.0473	40.0525	$ 5,553.95	$ 6,248.20	$ 6,942.43	$ 66,647.36	$ 74,978.38	$ 83,309.15
27	33.6441	37.8497	42.0551	$ 5,831.64	$ 6,560.61	$ 7,289.55	$ 69,979.73	$ 78,727.38	$ 87,474.60
28	35.3263	39.7422	44.1579	$ 6,123.23	$ 6,888.65	$ 7,654.03	$ 73,478.70	$ 82,663.78	$ 91,848.33
29	37.0926	41.7293	46.3657	$ 6,429.38	$ 7,233.08	$ 8,036.73	$ 77,152.61	$ 86,796.94	$ 96,440.75
30	38.9472	43.8158	48.6840	$ 6,750.85	$ 7,594.74	$ 8,438.57	$ 81,010.18	$ 91,136.86	$ 101,262.79
31	40.8946	46.0066	51.1182	$ 7,088.40	$ 7,974.48	$ 8,860.49	$ 85,060.77	$ 95,693.73	$ 106,325.93
32	42.9393	48.3069	53.6741	$ 7,442.81	$ 8,373.20	$ 9,303.52	$ 89,313.74	$ 100,478.35	$ 111,642.22

OTAY WATER DISTRICT SALARY SCHEDULE
EFFECTIVE JULY 1, 2011

	HOURLY			MONTHLY			ANNUAL		
GRADE	MIN	MID	MAX	MIN	MID	MAX	MIN	MID	MAX
10	$ 15.1926	$ 17.0916	$ 18.9907	$ 2,633.38	$ 2,962.54	$ 3,291.72	$ 31,600.61	$ 35,550.53	$ 39,500.66
11	15.9522	17.9462	19.9402	$ 2,765.05	$ 3,110.67	$ 3,456.31	$ 33,180.58	$ 37,328.10	$ 41,475.69
12	16.7498	18.8435	20.9372	$ 2,903.30	$ 3,266.21	$ 3,629.12	$ 34,839.58	$ 39,194.48	$ 43,549.47
13	17.5873	19.7857	21.9841	$ 3,048.47	$ 3,429.52	$ 3,810.58	$ 36,581.58	$ 41,154.26	$ 45,726.95
14	18.4667	20.7749	23.0833	$ 3,200.89	$ 3,600.98	$ 4,001.11	$ 38,410.74	$ 43,211.79	$ 48,013.29
15	19.3900	21.8137	24.2375	$ 3,360.93	$ 3,781.04	$ 4,201.16	$ 40,331.20	$ 45,372.50	$ 50,413.96
16	20.3595	22.9044	25.4494	$ 3,528.98	$ 3,970.10	$ 4,411.22	$ 42,347.76	$ 47,641.15	$ 52,934.66
17	21.3775	24.0496	26.7218	$ 3,705.43	$ 4,168.60	$ 4,631.78	$ 44,465.20	$ 50,023.17	$ 55,581.39
18	22.4464	25.2521	28.0579	$ 3,890.71	$ 4,377.03	$ 4,863.37	$ 46,688.51	$ 52,524.37	$ 58,360.46
19	23.5687	26.5147	29.4608	$ 4,085.24	$ 4,595.88	$ 5,106.54	$ 49,022.90	$ 55,150.58	$ 61,278.48
20	24.7471	27.8404	30.9338	$ 4,289.50	$ 4,825.67	$ 5,361.87	$ 51,473.97	$ 57,908.03	$ 64,342.41
21	25.9845	29.2324	32.4805	$ 4,503.98	$ 5,066.95	$ 5,629.96	$ 54,047.76	$ 60,803.39	$ 67,559.53
22	27.2837	30.6941	34.1046	$ 4,729.17	$ 5,320.31	$ 5,911.46	$ 56,750.10	$ 63,843.73	$ 70,937.50
23	28.6479	32.2288	35.8098	$ 4,965.64	$ 5,586.33	$ 6,207.03	$ 59,587.63	$ 67,035.90	$ 74,484.38
24	30.0803	33.8402	37.6003	$ 5,213.92	$ 5,865.63	$ 6,517.38	$ 62,567.02	$ 70,387.62	$ 78,208.60
25	31.5843	35.5322	39.4803	$ 5,474.61	$ 6,158.91	$ 6,843.25	$ 65,695.34	$ 73,906.98	$ 82,119.03
26	33.1635	37.3088	41.4543	$ 5,748.34	$ 6,466.86	$ 7,185.41	$ 68,980.08	$ 77,602.30	$ 86,224.98
27	34.8217	39.1743	43.5270	$ 6,035.76	$ 6,790.21	$ 7,544.69	$ 72,429.14	$ 81,482.54	$ 90,536.23
28	36.5628	41.1330	45.7034	$ 6,337.55	$ 7,129.72	$ 7,921.92	$ 76,050.62	$ 85,556.64	$ 95,063.04
29	38.3909	43.1896	47.9886	$ 6,654.42	$ 7,486.20	$ 8,318.02	$ 79,853.07	$ 89,834.37	$ 99,816.19
30	40.3105	45.3491	50.3880	$ 6,987.15	$ 7,860.51	$ 8,733.92	$ 83,845.84	$ 94,326.13	$ 104,807.00
31	42.3260	47.6166	52.9074	$ 7,336.51	$ 8,253.54	$ 9,170.61	$ 88,038.08	$ 99,042.53	$ 110,047.35
32	44.4423	49.9974	55.5527	$ 7,703.33	$ 8,666.22	$ 9,629.14	$ 92,439.98	$ 103,994.59	$ 115,549.72

OTAY WATER DISTRICT SALARY SCHEDULE
EFFECTIVE JULY 1, 2012

	HOURLY			MONTHLY			ANNUAL		
GRADE	MIN	MID	MAX	MIN	MID	MAX	MIN	MID	MAX
10	$ 15.7243	$ 17.6898	$ 19.6553	$ 2,725.55	$ 3,066.23	$ 3,406.92	$ 32,706.54	$ 36,794.78	$ 40,883.02
11	16.5105	18.5743	20.6381	$ 2,861.82	$ 3,219.55	$ 3,577.26	$ 34,341.84	$ 38,634.54	$ 42,927.18
12	17.3360	19.5030	21.6700	$ 3,004.91	$ 3,380.52	$ 3,756.13	$ 36,058.88	$ 40,566.24	$ 45,073.53
13	18.2028	20.4782	22.7535	$ 3,155.15	$ 3,549.55	$ 3,943.93	$ 37,861.82	$ 42,594.66	$ 47,327.21
14	19.1130	21.5021	23.8911	$ 3,312.92	$ 3,727.03	$ 4,141.13	$ 39,755.04	$ 44,724.37	$ 49,693.57
15	20.0686	22.5772	25.0857	$ 3,478.56	$ 3,913.38	$ 4,348.19	$ 41,742.69	$ 46,960.58	$ 52,178.25
16	21.0721	23.7060	26.3400	$ 3,652.50	$ 4,109.04	$ 4,565.60	$ 43,829.97	$ 49,308.48	$ 54,787.16
17	22.1257	24.8913	27.6570	$ 3,835.12	$ 4,314.49	$ 4,793.88	$ 46,021.46	$ 51,773.90	$ 57,526.52
18	23.2320	26.1359	29.0398	$ 4,026.88	$ 4,530.22	$ 5,033.57	$ 48,322.56	$ 54,362.67	$ 60,402.85
19	24.3936	27.4427	30.4918	$ 4,228.22	$ 4,756.73	$ 5,285.25	$ 50,738.69	$ 57,080.82	$ 63,422.99
20	25.6132	28.8148	32.0164	$ 4,439.62	$ 4,994.57	$ 5,549.51	$ 53,275.46	$ 59,934.78	$ 66,594.14
21	26.8939	30.2556	33.6172	$ 4,661.61	$ 5,244.30	$ 5,826.99	$ 55,939.31	$ 62,931.65	$ 69,923.85
22	28.2386	31.7683	35.2981	$ 4,894.69	$ 5,506.51	$ 6,118.34	$ 58,736.29	$ 66,078.06	$ 73,420.04
23	29.6505	33.3568	37.0630	$ 5,139.42	$ 5,781.85	$ 6,424.25	$ 61,673.04	$ 69,382.14	$ 77,091.04
24	31.1330	35.0246	38.9161	$ 5,396.39	$ 6,070.93	$ 6,745.47	$ 64,756.64	$ 72,851.17	$ 80,945.59
25	32.6897	36.7758	40.8620	$ 5,666.21	$ 6,374.47	$ 7,082.74	$ 67,994.58	$ 76,493.66	$ 84,992.87
26	34.3242	38.6146	42.9051	$ 5,949.53	$ 6,693.20	$ 7,436.88	$ 71,394.34	$ 80,318.37	$ 89,242.51
27	36.0404	40.5453	45.0503	$ 6,247.00	$ 7,027.85	$ 7,808.72	$ 74,964.03	$ 84,334.22	$ 93,704.64
28	37.8424	42.5726	47.3028	$ 6,559.35	$ 7,379.25	$ 8,199.16	$ 78,712.19	$ 88,551.01	$ 98,389.87
29	39.7345	44.7012	49.6680	$ 6,887.31	$ 7,748.21	$ 8,609.11	$ 82,647.76	$ 92,978.50	$ 103,309.37
30	41.7212	46.9363	52.1514	$ 7,231.67	$ 8,135.63	$ 9,039.57	$ 86,780.10	$ 97,627.50	$ 108,474.83
31	43.8073	49.2831	54.7589	$ 7,593.27	$ 8,542.40	$ 9,491.55	$ 91,119.18	$ 102,508.85	$ 113,898.58
32	45.9977	51.7473	57.4969	$ 7,972.93	$ 8,969.53	$ 9,966.13	$ 95,675.22	$ 107,634.38	$ 119,593.50

FLSA EXEMPT AND NON-EXEMPT CLASSIFICATIONS
Updated Annually

POSITION	SALARY GRADE	FLSA
DISTRICT-WIDE POSITIONS		
Executive Secretary	22	NE
Secretary	18	NE
Office Assistant	15	NE
ADMINISTRATIVE SERVICES		
Purchasing		
Buyer II	23	NE
Buyer I	20	NE
Facilities Maintenance Technician	19	NE
Facilities Maintenance Assistant	14	NE
Lead Warehouse/Facilities Worker	23	NE
Warehouse/Delivery Worker	19	NE
Water Conservation		
Water Conservation Specialist	22	NE

POSITION	SALARY GRADE	FLSA
FINANCE		
Accounting		
Sr. Accountant	28	E
Accountant	25	NE
Customer Service		
Lead Customer Service Field Rep.	21	NE
Customer Service Field Representative II	18	NE
Customer Service Field Representative I	16	NE
Sr. Customer Service Representative	21	NE
Customer Service Representative II	18	NE
Customer Service Representative I	16	NE
Payroll and Accounts Payable		
Payroll Technician	20	NE
Accounting Assistant	17	NE
INFORMATION TECHNOLOGY		
Database Administrator	32	E
Business Systems Analyst II	29	E
Business Systems Analyst I	25	E
G.I.S		
GIS Programmer Analyst	27	E
GIS Technician	22	NE
I.T. Operations		
Network Engineer	31	E
Network Analyst	25	E
Records Assistant	18	NE

FLSA EXEMPT AND NON-EXEMPT CLASSIFICATIONS
Updated Annually

APPENDIX B

POSITION	SALARY GRADE	FLSA
ENGINEERING		
Construction		
Construction Inspector II	24	NE
Construction Inspector I	22	NE
Surveying		
Survey Technician	25	NE
Assistant Survey Technician	19	NE
Customer Services		
Permit Technician	20	NE
Engineers		
Associate Civil Engineer	32	E
Assistant Civil Engineer	27	E
Jr. Civil Engineer	25	NE
Environmental Compliance		
Environmental Compliance Specialist	28	E
Engineering Technicians		
Sr. Engineering Technician	24	NE
Engineering Technician	22	NE
WATER OPERATIONS		
Collection/Treatment/Reclamation		
Laboratory Technician II	23	NE
Laboratory Technician I	21	NE
Lead Recycled Water Distribution Operator	25	NE
Recycled Water Distribution Operator III	23	NE
Recycled Water Distribution Operator II	21	NE
Recycled Water Distribution Operator I	19	NE
Lead Reclamation Plant Operator	25	NE
Reclamation Plant Operator III	23	NE
Reclamation Plant Operator II	21	NE
Reclamation Plant Operator I	19	NE
Utility Maintenance		
Utility Crew Leader	24	NE
Senior Utility/Equipment Operator	22	NE
Utility Worker II	20	NE
Utility Worker I	18	NE

POSITION	SALARY GRADE	FLSA
Equipment Shop		
Equipment Mechanic II	21	NE
Equipment Mechanic I	18	NE
Welder	21	NE
Meter Maintenance		
Lead Meter Maintenance/ Cross Connection Worker	24	NE
Meter Maintenance Worker II	21	NE
Meter Maintenance Worker I	18	NE
Pump/Electrical		
Sr. SCADA / Instrumentation Technician	26	NE
SCADA / InstrumentationTechnician	25	NE
Electrician II	24	NE
Electrician I	22	NE
Pump Mechanic II	22	NE
Pump Mechanic I	19	NE
Water Systems		
Sr. Disinfection Technician	24	NE
Disinfection Technician	23	NE
Lead Water Systems Operator	26	NE
Water Systems Operator III	23	NE
Water Systems Operator II	22	NE
Water Systems Operator I	20	NE
Valve Maintenance Worker	17	NE

SIDE LETTER OF AGREEMENT
BETWEEN
THE OTAY WATER DISTRICT (The District)
AND
THE OTAY WATER DISTRICT EMPLOYEES ASSOCIATION
(The Association)
DEALING WITH AGENCY SHOP

1. Legislative Authority

The parties mutually understand and agree that as a result of State of California adoption of SB 739, all Field and Administrative employees (regular full-time and regular part-time), employees represented by the Otay Water District Employees Association, have the right to join or not join the Association. However, the enactment of a local "Agency Shop" requires that as a condition of continuing employment, employees in the respective bargaining unit must either join the Association or pay to the Association a service fee in lieu thereof. Such service fee shall be established by the Association, and shall not exceed the standard initiation fee, periodic dues and general assessments of the Association.

2. Association Dues/Service Fees

(a) Effective September 1, 2001, the District's Human Resources Office shall provide all current Field and Administrative employees (regular full-time and regular part-time) and any Field or Administrative employees hired thereafter, with an authorization notice advising them that Agency Shop for the Association has been enacted pursuant to state law and an agreement exists with the Association, and that all employees subject to the Agreement must either join the Association, pay a service fee to the Association, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing a payroll deduction of Association dues, a service fee or a charitable contribution equal to the service fee. Said employees shall have 30 calendar days from the date they receive the form to fully execute it and return it to the District's Payroll Office.

(b) When the form is completed properly authorizing the deduction of Association dues or the service fee, and returned during the stated time period in Paragraph 2(a), the District shall begin the applicable deduction of Association dues or the service fee no later than the beginning of the first pay period commencing after receipt of the authorization form by the Payroll Office. If the form is not completed properly and/or not returned within the stated time period, the District shall begin the deduction of the service fee no later than the beginning of the first pay period commencing after the expiration of the stated time period in Paragraph 2(a). If the authorization form is properly completed claiming the religious exemption and returned during the stated time period, the procedure provided in Paragraph 3(b) shall be followed.

(c) As determined by the District, the employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care and insurance deductions) have priority over Association dues and service fees.

(d) The Association shall advise the District, in writing, of the dues and service fee amounts to be deducted. Any change in the amounts will be submitted to the District, in writing, at least thirty (30) days prior to the effective date of such change.

(e) All deducted dues and service fees shall be remitted to the Association no later than 14 calendar days after deduction. The District shall also provide an itemized statement detailing each employee's name, amount of deduction, and category of deduction.

3. Religious Exemption

(a) Any employee 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 shall upon presentation of active membership in such religion, body, or sect, not be required to join or financially support any public employee organization as a condition of employment. The employee may be required, in lieu of periodic dues, initiation fees or agency shop fees, to pay sums equal to the dues, initiation fees or agency shop fees to a nonreligious, nonlabor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from the following three charitable associations: American Cancer Association, American Heart Association, or United Way.

(b) Written declarations of, or applications for, religious exemption and any supporting documentation must be submitted to the District's Payroll Office. Within 14 calendar days of receipt of any such written request for religious exemption, the District shall forward a copy of it to the Association. After receipt of such a request, the District shall begin a deduction of the charitable contribution no later than the beginning of the first pay period commencing after the receipt of the request by the Payroll Office. The charitable deduction shall be held in escrow pending receipt of the Association's written determination on the request for a religious exemption. Upon approval of the religious exemption by the Association and upon identification of an appropriate charity by the employee, the District shall remit the escrowed amount to the designated charity and thereafter remit the charitable deductions to the designated charity. Upon denial of the religious exemption by the Association, the District shall convert the charitable contribution deduction to a service fee deduction and remit the escrowed amount to the Association as service fees. Charitable contributions shall be made by regular payroll deductions only. Failure of the Association to provide the District, within 30 calendar days of the Association's receipt of a copy of the request, with a written approval or disapproval of a request for religious exemption shall constitute an approval of the religious exemption.

4. Rescission

For purposes of this agreement, a rescission vote may not be requested until after July 25, 2002. The agency shop provision in this memorandum of understanding may be rescinded by a majority vote of all the employees in the unit covered by the memorandum of understanding, provided that:

(a) A request for such a vote is supported by a petition containing the signatures of at least 30 percent of the employees in the unit;

(b) The vote is by secret ballot; and

(c) The vote may be taken at any time during the term of the memorandum of understanding, but in no event shall there be more than one rescission vote taken during that term.

If a "rescission vote" is approved by unit members during the term of a current memorandum of understanding, the Association agrees not to petition for or seek Agency Shop status for the duration of the current memorandum of understanding.

5. Records

The Association shall keep an adequate itemized record of its financial transactions and shall make available annually, to the District, and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

6. Indemnification

The Association shall indemnify, defend, and hold the District harmless against any liability arising from any claims, demands, or other action relating to the District's compliance with the agency fee obligation including claims relating to the Associations use of monies collected under these provisions. The District reserves the right to select and direct legal counsel in the case of any challenge to the District's compliance with the agency fee obligation, and the Association agrees to pay any attorney, arbitrator or court fees related thereto.

7. Board Approval

Authorization to approve this side letter of agreement shall be submitted to the Otay Water District Board of Directors at its next regular meeting on August 29, 2001.

The Parties hereto have caused this Side Letter of Agreement to be executed the 23rd day of AUGUST, 2001.

Otay Water District

Dated: 8-23-01

By: Rom Sarno, Acting Assistant Chief of Administrative Services

Otay Water District Employees Association

Dated: 8/23/2001

By: Carrie L. Ludwig
Chief Bargaining Representative

APPENDIX D

SIDE LETTER OF AGREEMENT
BETWEEN
THE OTAY WATER DISTRICT (The District)
AND
THE OTAY WATER DISTRICT EMPLOYEES ASSOCIATION
(The Association)
TO ESTABLISH A LABOR/MANAGEMENT COMMITTEE

A Labor Management Committee shall be established according to the following procedures:

Purpose: It shall be the purpose of this Committee to foster full communications between employees and District Management and to provide a problem-solving forum.

Participants: Two (2) employees from each bargaining unit and representatives of management. Employees shall be allowed release time for the meeting and for thirty minutes before the meeting to prepare. This release time shall be reported on his/her time record as "Negotiation Release Time" (Activity Code 1508).

Agenda: The employees shall submit an agenda of proposed topics for each labor-management committee meeting one week prior to the meeting. Management may also submit agenda topics. Matters subject to negotiations or grievances that have been filed may not be included on the agenda.

Meeting Schedule: Meetings shall not extend for more than two (2) hours and may be held once every three (3) months or as mutually agreed by the parties.

The Parties hereto have caused this Side Letter of Agreement to be executed the first (1st) day of July, 2003.

APPENDIX E

OTAY WATER DISTRICT

STEP ONE (1) GRIEVANCE FORM

_____

Grievant's Name Job Title Dept.

In cases of disciplinary action, the written grievance shall state as a ground(s) for the appeal that the disciplinary action is inaccurate, unduly severe, and/or unfair and set forth the facts supporting such ground(s). The grievance shall also state the remedy sought. If the grieving employee fails to provide the required information, or state a ground for challenging disciplinary action, the District may return the grievance to the employee and may refuse to process the grievance until the information is furnished. The Grievance Procedure time limits will not be extended for this purpose. However, the time limits may be extended by mutual agreement of the parties.

1. What provision of the Memorandum of Understanding do you claim was violated? List article(s) and page number(s):

_____

_____

2. Describe the action or event you are grieving by answering all of the following questions which are appropriate:

   A. What happened? _____

_____

   B. When did it happen? (If you don't know when it happened, when did you find out about it?) _____

_____

   C. Where did it happen? _____

   D. List the names of other people who observed the event or who have knowledge about the event: _____

_____

   E. Please give any other information, which you believe is important to understand your grievance: _____

_____

_____

3. What actions do you want the District take to remedy the grievance: _____

_____

_____

Grievant's Signature: _____ Date _____

Received by: _____ Date _____

Immediate Supervisor

Supervisor Response: _____

_____

_____

Signature: _____ Date _____

Immediate Supervisor

I received the Step One (1) response to my grievance on _____

Date

Grievant's Signature _____

Grievant's response to Step One (1) (check one)

- ☐ 1. The remedy proposed at Step One (1) is acceptable. I accept the proposed remedy as the complete and final settlement of all complaints I have raised in this grievance.
- ☐ 2. The remedy proposed is not acceptable, and I withdraw my grievance.
- ☐ 3. The remedy proposed is not acceptable, and I wish to appeal the decision of Step One (1). The Step Two (2) form is attached.

Grievant's Signature _____ Date _____

OTAY WATER DISTRICT
STEP TWO (2) GRIEVANCE FORM

Instructions: Attach a copy of the Step One (1) Grievance Form and explain why the Step 1 response is not acceptable.

Grievant's Name _____

The Step One (1) response is unacceptable for the following reasons: _____

_____

_____

_____

_____

_____

_____

_____

_____

Grievant's Signature _____ Date_____

Received by: _____ Date_____
General Manager/Designee

General Manager/Designee Response: _____

_____

_____

_____

_____ Signature_____
Date_____
General Manager/Designee

I received the Step Two (2) response to my grievance on _____
Date

Grievant's Signature_____

Grievant's response to Step Two (2) (check one)

- ☐ 1. The remedy proposed at Step Two (2) is acceptable. I accept the proposed remedy as the complete and final settlement of all complaints I have raised in this grievance.
- ☐ 2. The remedy proposed is not acceptable, and I withdraw my grievance.
- ☐ 3. The remedy proposed is not acceptable, and I wish to appeal the decision of Step Two (2) (if applicable). An employee may not grieve to Step Three (3): Arbitration, without the consent of the Association.

Grievant's Signature _____ Date_____

SIDE LETTER AGREEMENT

Management and employee representatives have met and agreed to the following additional provisions approved by the Board of Directors at the July 7, 2004 Board meeting:

1. The District and the Association hereby enter into this side agreement, which shall be considered an amendment to the Memorandum of Understanding.

2. For purposes of this side agreement, “Decision” refers to a decision by the District to eliminate a position in a bargaining unit represented by the Association for the purpose of permanently contracting work that had immediately beforehand been performed by such position, to a person who is not a member of the affected bargaining unit. “Work” refers to the bargaining unit work that is being contracted out.

3. The District shall notify the Association of a Decision, in writing, at least 45 calendar days before it intends to implement that Decision.

4. The Association may demand that the District meet and negotiate only on the effects of the Decision on the affected bargaining unit. The Association must submit a request to the Human Resources Manager to meet and negotiate, in writing, no later than 14 calendar days after it receives notice of the Decision. If the Association does not timely submit such a request, it shall be considered to have waived its right to bargain over the effects of the Decision.

5. Unless the parties mutually agree otherwise, the District may implement the Decision upon the conclusion of the 45-day notice period, even if the parties have not completed their negotiations on the effects of the Decision. In such instance, the parties shall continue to negotiate the effects of the Decision in good faith notwithstanding its implementation.

6. In any instance where the District solicits bids or proposals from outside contractors to perform the Work, the Association shall have the opportunity to submit a proposal demonstrating how the District might be able to more efficiently retain the Work within the bargaining unit. The District shall provide a copy of the request for bids/proposals to the Association at the time the request is issued and, after the bid/proposal submission deadline, shall permit the Association to review bids and proposals submitted in response thereto. The Association must submit its proposal no more than 15 days after the deadline for submitting bids/proposals by outside contractors, so that the District may give the Association’s proposal full consideration before deciding whether to award the contract. This paragraph shall apply only where the Decision affecting the Work resulted in a net decrease of bargaining unit positions or the layoff of a bargaining unit member.

7. If the District contracts with an outside contractor to perform the Work, the District will recommend to the contractor that the contractor employ any District employees who were displaced as a result of the Decision. The District will not be required to recommend any employee whose last District overall evaluation was “does not meet expectations” or who received a letter of reprimand or more severe disciplinary action within the 12 months preceding his/her layoff. Upon request by the Association, the District shall provide proof that it has complied with this paragraph.

8. This side agreement shall not apply to Decisions where the District is eliminating a position that had been created but never filled by a District employee. The District is not required to negotiate over such Decisions or their effects and is not required to give notice of such Decisions.

The Parties hereto have caused this Side Letter of Agreement to be executed on July 7, 2004.

Memorandum of Understanding

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SIDE LETTER AGREEMENT

The current five-year Memorandum of Understanding (MOU) for the period from July 1, 2007 through June 30, 2013, between the Otay Water District (District) and the Otay Water District Employees Association (Association) is hereby amended. Management and employee representatives have met and agreed to the following additional provisions which shall constitute an amendment to the MOU effective July 18, 2011, as follows:

1. The District and the Association hereby enter into this side agreement, which shall be considered an amendment to the Memorandum of Understanding in effect from July 1, 2007 to June 30, 2013. This side agreement shall expire with the Memorandum of Understanding.

2. Summary:

    a. Update Eligibility for In-range Adjustment

3. The District submits the following proposal for Article 4, Section 3, SALARY ADJUSTMENT WITHIN RANGE:

ARTICLE 4, SECTION 3: SALARY ADJUSTMENT WITHIN RANGE

This provision applies to eligible employees whose salary is less than the maximum of the salary schedule for the employee's classification and who have received an overall fully competent or higher during the most recent annual evaluation or final probationary evaluation immediately preceding his/her In-range Adjustment Date.

See previous Side Letter Agreement dated August 1, 2008, for removal of Letter of Reprimand under Section D.2 and Side Letter Agreement dated August 31, 2009 for the change in the time period under Section D.2.

Association:

Patrick Newman, Association President
Otay Water District Employees' Association

Otay Water District:

Mark Watton, General Manager
Otay Water District

SIDE LETTER AGREEMENT

The current five-year Memorandum of Understanding (MOU) for the period from July 1, 2007 through June 30, 2013, between the Otay Water District (District) and the Otay Water District Employees Association (Association) is hereby amended as set forth herein. District Management and Association Employee Representatives have met and agreed to the following additional provisions which shall constitute an amendment to the MOU effective August 10, 2011, as follows:

1. The District and the Association hereby enter into this side agreement, which shall be considered an amendment to the Memorandum of Understanding in effect from July 1, 2007 to June 30, 2013. This side agreement shall expire with the Memorandum of Understanding.

2. Summary:

   a. Update the Pension Retirement Plan contributions; and
   b. Update Group Health Insurance for retired employees.

3. The District submits the following proposal for Article 7, Section, 1: PENSION (RETIREMENT PLAN) and Article 7, Section, 4: GROUP HEALTH INSURANCE: RETIRED EMPLOYEES.

4. Except as modified herein, all other terms and conditions of the MOU shall remain unchanged and in full force and effect.

ARTICLE 7 - EMPLOYEE BENEFITS

ARTICLE 7, SECTION 1: PENSION (RETIREMENT PLAN)

Retirement benefits and the Pre-retirement Option 2 Death Benefit are provided to eligible regular employees under the California Public Employees Retirement System (PERS).

A. Retirement Formula. For employee that retires on or after December 29, 2003 the basis for computing employee retirement compensation shall be two point seven (2.7) percent at age 55 PERS Supplemental Formula based on the employee's single highest year annual compensation.

B. Employer Contribution. The Employee shall pay point seventy five (0.75) percent of the employer contribution effective August 15, 2011 and the District shall pay the remainder of the employer contribution.

C. Employee Contribution. The employee shall pay four-and-one-half (4.5) percent of the employee's service contribution effective August 15, 2011, and eight (8) percent effective July 1, 2012.

ARTICLE 7, SECTION 4: GROUP HEALTH AND DENTAL INSURANCE: RETIRED EMPLOYEES

A. Retiree Health Insurance Guaranteed. The provision of health insurance and access to medical and dental insurance for employees retiring who held full-time status during their employment and their eligible dependents (as set forth below) are guaranteed for the life of the retiree and spouse. However the District reserves the right to make changes related to the overall administration of the plan (e.g. changing health care providers) that do not have a major impact on the overall plan structure.

B. Eligibility. Retirement through the District's Pension Retirement Plan (currently CalPERS) is required to be eligible to receive Retiree Health Insurance in addition to any other provisions set forth herein. Additionally, Medicare-eligible retirees and retiree's spouse are required to sign up for Medicare Parts A and B at the retiree's and/or spouse's own expense, if eligible, to be eligible for District retiree health coverage.

C. Eligible Dependents. Eligible dependents include those dependents who were covered by the District's health insurance on the date the employee ceased active service with the District. Dependents acquired after the employee retires are not eligible for coverage. If the retiree dies, or an active employee dies, and such employee was eligible to be covered by health insurance as a retiree on the date of death, then such employee's dependent(s) will be eligible for District-paid continuation of health insurance coverage at 88% for the life of the retiree's spouse. If there are dependent children eligible for coverage, such unmarried children are eligible for District-paid continuation of health insurance coverage at 88% up to age 19. Plan requirements shall be set forth in a separate booklet furnished to all eligible retirees, is referenced only to provide additional information and is not incorporated into the MOU. Dependent children may be allowed to remain on the plan at the retiree's own expense beyond age 19 as required by law.

D. Health and Dental Insurance Premium Contributions. District contributions towards health and dental insurance premiums for retired employees who held full-time status during their employment, shall be as follows; and medical and dental plan requirements shall be as set forth in separate booklets furnished to all eligible retirees, are referenced only to provide additional information, and are not incorporated into the MOU:

I. REGULAR RETIREMENT

1. Qualifications for represented employee coverage are:
   The employee has attained age 55; and
   The employee has completed twenty (20) years of continuous full-time service.

2. District/retiree contribution:
   District and retiree health and dental insurance contributions shall be based on the following formula:

Employee Only:	100% of the premium paid by the District.
Employee+1:	88% of the District-selected premium paid by the District; 12% paid by the employee.
Employee+2 or more:	88% of the District-selected premium paid by the District; 12% paid by the employee.

   This shall be a fixed percentage and shall not change after the employee retires.

II. EARLY RETIREMENT

1. Early Retirement Due To Employee Disability.

   An employee may retire between the ages of 50 and 54, if (1) the employee is disabled and unable to work the usual duties of the employee's position on a permanent basis or long term basis (subject to District approval), (2) has a minimum of ten (10) years of continuous full-time District service, and (3) also takes an early retirement through the District's retirement pension plan (CalPERS). The District will make the final determination of disability eligibility. The District has sole discretion to determine whether the employee is disabled to qualify for this benefit and to adopt policies, regulations, and or guidelines to aid in this determination. The Association waives for the life of this agreement its right to negotiate the District's ability to determine who is disabled and to determine the polices, regulations and or guidelines.

2. Early Retirement Due To Employee Hardship.

   An employee may retire between the ages of 50 and 54, if (1) the employee experiences a severe hardship (subject to District approval), (2) has a minimum of twenty (20) years of continuous full-time District service, and (3) also takes an early retirement through the District's retirement pension plan (currently CalPERS). A severe hardship may include a spouse who suffers from a serious and prolonged illness or disability where the employee is required to care for the spouse or other similar extraordinary circumstances. The District will make the final determination of hardship eligibility. The District has sole discretion to determine whether the employee has a qualified hardship to be eligible for this benefit and to adopt policies, regulations, and or guidelines to aid in this determination. The Association waives for the life of this agreement its right to negotiate the District's ability to determine who qualifies for this benefit and to determine the policies, regulations and or guidelines.

3. Benefit Level.

If an employee is permanently disabled or has a severe hardship as defined above, the employee may be eligible for retiree health benefits provided they are an active employee who has attained age 50 and has years of continuous service as defined above. The employee and eligible dependents would receive a reduced contribution level toward the District's current retiree medical and dental benefit plans as follows:

Early Retirement Due to Disability or Hardship	
Age at Time of Retirement	District Fixed Percentage Contribution Level
50	**70%**
51	**76%**
52	**82%**
53	**88%**
54	**94%**

If disability retirement or hardship is approved by the District, the percentage of the retiree's health benefit premium to be paid by the District will be determined based on the retiree's age at the time the retirement becomes effective, as demonstrated in the above table. The District's fixed percentage contribution will not increase over time. The same fixed percentage will be applied to calculate the District's portion for any qualified dependent(s).

Otay Water District Employees Association:

By: _____
Patrick Newman
Association President

Date: 1/23/2012

Otay Water District:

By: _____
Mark Watton,
General Manager

Date: 1/23/2012

SIDE LETTER AGREEMENT

The current five-year Memorandum of Understanding (MOU) for the period from July 1, 2007 through June 30, 2013, between the Otay Water District (District) and the Otay Water District Employees Association (Association) is hereby amended as set forth herein. District Management and Association employee representatives have met and agreed to the following additional provisions which shall constitute an amendment to the MOU on October 17, 2011 to be effective January 1, 2012 as follows:

1. The District and the Association hereby enter into this side agreement, which shall be considered an amendment to the Memorandum of Understanding in effect from July 1, 2007 to June 30, 2013. This side agreement shall expire with the Memorandum of Understanding.

2. Summary:

   a. Update definitions of Cash-in of Vacation and Sick Leave Credits

3. The District submits the following proposal for Article 8, Section 2, VACATION and Article 8, Section 3, SICK LEAVE

4. Except as modified herein, all other terms and conditions of the MOU shall remain unchanged and in full force and effect.

ARTICLE 8, SECTION 2: VACATION

D. Cash-In of Vacation Credits. An employee may request to cash in portions of unused vacation under the following conditions:
   1. Annually in December of each year an employee may elect one irrevocable request for pay in lieu of vacation hours in the next calendar year. A request may not exceed the employee's accrued vacation at the time payment is made. The employee must select the month in which to receive the pay-out.
   2. The employee must maintain at least an eighty (80) hour balance after the cash-in occurs and agrees to take a minimum of forty (40) consecutive hours of leave (this can include a combination of vacation, sick leave, holiday hours, compensatory time, and/or flex schedule when used consecutively) in that same calendar year. In the event an approved leave is canceled by the District, the forty (40) consecutive hour requirement is waived.
   3. The request is irrevocable and shall state the number of hours to be paid in lieu of vacation.
   4. Request will be paid on the pay date of the first pay period of the month for which the pay-out is requested.
   5. In cases where an employee has an unforeseeable emergency, a request shall be submitted to Human Resources. The General Manager or

designee may approve modifying an employee's request for pay in lieu of vacation hours or approve a request if an election was not made for that calendar year to be reimbursed for any or all of the required eighty (80) hour balance and may waive the requirement that the employee take a minimum of forty (40) consecutive hours of leave. An unforeseeable emergency means a severe financial hardship resulting from: (a) sudden and unexpected illness or accident of the employee or his/her dependent, (b) loss of employee's property due to casualty, or (c) other similar extraordinary significant event.

ARTICLE 8, SECTION 3: SICK LEAVE

H. Cash-In of Sick Leave Credits. An employee may request to cash in portions of unused sick leave under the following conditions:

1. Annually in December of each year an employee may elect up to one irrevocable request for pay in lieu of sick leave in the next calendar year. A request may not exceed the employee's accrued sick leave at the time payment is made. The employee must select the month in which to receive the pay-out.
2. The employee must maintain at least an eighty (80) hour balance after the cash-in occurs and agrees to take a minimum of forty (40) consecutive hours of leave (this can include a combination of vacation, sick leave, holiday hours, compensatory time, and/or flex schedule when used consecutively) in that same calendar year. In the event an approved leave is canceled by the District, the forty (40) consecutive hour requirement is waived.
3. The request is irrevocable and shall state the number of hours to be paid in lieu of sick leave.
4. Request will be paid on the pay date of the first pay period of the month for which the pay-out is requested.
5. In cases where an employee has an unforeseeable emergency, a request shall be submitted to Human Resources. The General Manager or designee may approve modifying an employee's request for pay in lieu of sick leave or approve a request if an election was not made for that calendar year to be reimbursed for any or all of the required eighty (80) hour balance. An unforeseeable emergency means a severe financial hardship resulting from: (a) sudden and unexpected illness or accident of the employee or his/her dependent, (b) loss of employee's property due to casualty, or (c) other similar extraordinary significant event.

Association:

Patrick Newman, Association President
Otay Water District Employees' Association

Otay Water District:

Mark Watton, General Manager
Otay Water District