

Memorandum of Understanding

**International Brotherhood of Electrical Workers (AFL-CIO) Local #47 Non-Exempt
Supervisor Unit Employees
and
Irvine Ranch Water District**

July 1, 2018 - June 30, 2021

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Memorandum of Understanding
Between International Brotherhood of Electrical Workers (AFL-CIO) Local #47 Non-Exempt Supervisor Unit Employees
and
Irvine Ranch Water District

I. PARTIES AND RECOGNITION

This Memorandum of Understanding (“MOU”) is made and entered into between the Irvine Ranch Water District (“IRWD” or “District”) and the International Brotherhood of Electrical Workers (AFL-CIO) Local #47, herein after referred to as the Union, the formally recognized exclusive representative of the Non-Exempt Supervisor Unit employees, pursuant to the provisions of the Meyers-Milias Brown Act.

II. TERM OF AGREEMENT

The terms and conditions of this Memorandum of Understanding (“MOU”) shall remain in full force and effect from July 1, 2018 until June 20, 2021 inclusive. This MOU represents the total agreement between the parties. Neither party shall be compelled to negotiate on any subject within the scope of this Agreement during the term of this Agreement without the express written agreement of the other. If either party desires to make any changes or modifications of this Agreement for the ensuing period, it shall give written notice to the other party not less than sixty (60) days prior to the termination of this Agreement, in writing.

III. SCOPE OF AGREEMENT

A. **Recognition.** This Agreement shall apply to IRWD’s Regular employees in the positions listed in Exhibit A (the Non-Exempt Supervisor Unit), excluding temporary employees and managerial, confidential and supervisory employees as defined in the Meyers Milias Brown Act and applicable Public Employment Relations Board regulations.

B. **Representation.** The IRWD recognizes the IBEW Local #47 as the exclusive representative of all employees covered hereby for the purpose of meeting and conferring with respect to wages, hours and all other terms and conditions of employment, as defined by the Meyers Milias Brown Act.

IV. UNION RIGHTS

The IBEW Local #47 is the only employee organization entitled to meet-and-confer in good faith on matters within the scope of representation on behalf of Non-Exempt Supervisor Unit employees in the unit.

V. DISTRICT RIGHTS

A. The District shall retain and continue to have sole and exclusive responsibility and right, except as otherwise expressly and clearly provided by this Agreement, to

manage, plan, direct and control all aspects of its operations, to direct its employees and its work force; to hire, promote, transfer, demote, layoff, recall, discipline, suspend or discharge employees at will and in its sole discretion; to assign and reassign employees to new or different duties or classifications, hours of work and shifts; to add or delete job classifications and duties; to establish rules and regulations not in direct conflict with this Agreement; to introduce new and improved methods of operation; to subcontract to others any work on or off premises; to set and attain work and production standards; to improve quality; to reduce costs; to perform any and all other things which the District deems necessary and desirable for the efficient and successful operation of its business, subject to any meet and confer obligations imposed by the Meyers Miliias Brown Act. Changes to regularly scheduled shifts shall be made upon 5 business days advance notice, unless such changes are agreed to between the employee(s) and the relevant supervisor(s)/manager(s). For the purposes of this MOU, 'regularly scheduled shift' will be defined as a recurring shift assignment other than emergency, special assignment or other abnormal or unusual work shift assignment.

B. The District shall be the sole judge as to the reliability, competency and performance of any of the employees. All employees must perform their work to the satisfaction of the District.

C. Nothing in this Agreement shall limit the District's management functions, under which it shall have, among others, the right to determine the qualifications of employees; to observe and evaluate an employee's job performance and to apply disciplinary action as the District deems just, necessary, desirable or appropriate; and to require employees to observe District rules and regulations presently in effect and/or to be put into effect, provided they are not in direct violation with the provisions of this Agreement, subject to any meet and confer obligations imposed by the Meyers Miliias Brown Act.

D. It is the exclusive right of the District to administer the merit system.

E. Without limiting the above, the District retains the authority to take whatever action may be necessary when it determines there exists an emergency situation.

F. The right and responsibility of final decisions regarding wages, hours, fringe benefits, working conditions, and other terms and conditions of employment resides solely with the District's Board, subject to any meet and confer obligations imposed by the Meyers Miliias Brown Act.

G. This Agreement shall not abridge any right to a "Skelly" hearing, if such right is due to an employee independent of this Agreement.

VI. EMPLOYEE RELATIONS DISCUSSION FORUM

A. The Director of Human Resources and up to three (3) other District representatives may meet with the Non-Exempt Supervisor Unit's representative and no more than four (4) other Non-Exempt Supervisor Unit employee representatives once every three (3) months at the request of either party. The General Manager will make every effort to attend as available. More frequent meetings may be held by mutual agreement. The

requesting party shall construct a meeting agenda and submit it to the other side in writing prior to the meeting.

B. The basic purpose of these meetings is to discuss issues of common interest and to solve problems in a constructive fashion.

VII. UNION ACCESS

A. **Reasonable Access.** Union and Non-Exempt Supervisor Unit employee representatives will be allowed reasonable time to meet with management to perform Union duties as needed. Time spent during regular work hours must be approved in advance by the Director of Human Resources or the General Manager.

B. **Access to Facilities.** The Union may schedule pre-work, after work or lunch meetings for the Non-Exempt Supervisor Unit representatives and/or employees in the District conference rooms at reasonable times when these facilities are not being used by submitting a verbal, written or electronic request for approval to the appropriate District representative. The request shall include the date, time and the number of people expected for the meeting. The District will provide consideration for up to two (2) meetings per year to begin at 4:00pm. The Union will be granted access to Non-Exempt Supervisor Unit employees on District premises for the purposes of investigating grievances, engaging in contract enforcement and other representational duties, upon reasonable request, explanation of process and approval by the Director of Human Resources. The Union will present such requests to the Human Resources Director at least 48 hours in advance of the access sought. The Union will not interfere with the regular District business/duties when present on District property. Unit employees may be granted release time at the discretion of the Director of Human Resources for a reasonable amount of time to meet with the Union for the purposes of investigating grievances, engaging in contract enforcement and other representational duties.

C. **Bulletin Boards.** The District shall provide for the Union's use, designated bulletin boards where employees in the bargaining unit have access during regular business hours subject to the following conditions:

1. All postings for bulletin boards must contain the date of posting and the identification of the organization.

2. The Union will not post information which is defamatory, derogatory or obscene. Upon notice from the District of allegedly inappropriate material posted, the Union shall remove the offending material promptly. If not removed within 48 hours, the Union's right to post will be suspended for a period not to exceed 90 days.

VIII. CONTRIBUTION TO CALPERS RETIREMENT BENEFIT

A. Non-Exempt Supervisor Unit employees hired on or after January 1, 2013 who have worked for another CalPERS or other reciprocal agency without a six month break in service shall be enrolled for CalPERS retirement benefits in the District's 2nd tier retirement formula of two percent at 60 (2% @ 60) and will contribute the full amount of the employee portion of the CalPERS contribution, currently established by CalPERS as 7%, commencing at their date of hire.

B. Non-Exempt Supervisor Unit employees hired on or after January 1, 2013 shall be enrolled for CalPERS retirement benefits in the two percent at 62 (2% @ 62) formula as mandated by the California Public Employees' Pension Reform Act of 2012 (PEPRA), and will contribute an employee contribution of 50% of the total normal cost of benefits, limited to a maximum of 8% of compensation as provided by PEPRA.

C. Non-Exempt Supervisor Unit employees enrolled in the District's 1st tier CalPERS retirement benefit formula of two and one half percent at 55 (2.5% @ 55) will contribute 8% of "member's earnings" into his/her retirement account.

It is the intent that this section shall be construed in a manner consistent with PEPRA; to the extent of any conflict between PEPRA and this MOU, PEPRA shall be controlling. Resolutions, amendments to the District's contract with CalPERS and such other proceedings and documents as may be necessary or requested by CalPERS to implement the changes to the CalPERS retirement benefits as discussed in this MOU will be submitted for adoption by the District's Board.

IX. COST OF LIVING ADJUSTMENT

Effective retroactively to July 1, 2018, Non-Exempt Supervisor Unit employees will receive a Cost of Living Adjustment equal to 4.0% of base hourly rate.

Effective July 1st of each subsequent year of this MOU, Non-Exempt Supervisor Unit employees shall receive a Cost of Living Adjustment (COLA) to base hourly rate, equal to the Los Angeles-Long Beach-Anaheim Consumer Price Index for all Urban Consumers (CPI-U) measured over the directly preceding period of April to April.

X. DEFERRED COMPENSATION

A. **Matching District Contribution.** After the completion of one year of employment the District will match up to 3% of employees' contribution to the District's deferred compensation plan in accordance with District Policy during the term of this Agreement.

B. **Direct District Contribution.** Upon employee completion of two years of employment, the District will contribute on behalf of each Non-Exempt Supervisor Unit employee, an amount, equal to 1% of employee's base pay, as a District Direct Contribution to the District's deferred compensation plan, in accordance with District Policy.

XI. HEALTHCARE BENEFITS CONTRIBUTION

Non-Exempt Supervisor Unit employees will receive CalPERS or other comparable program medical insurance, that includes comparable costs, services and providers, as determined through the bargaining process. The District contribution to employee premiums will be based on the calculation methodology of 90% of the highest enrollment PPO plan offered.

XII. WORK SCHEDULES AND REST PERIODS

A. **Work Schedules.** The standard work week for Non-Exempt Supervisor Unit employees consists of seven consecutive 24-hour periods beginning at noon on Friday and ending at noon the following Friday. An alternate work week may be allowed with the approval of the General Manager. Regular daily-shift starting and ending times are between the hours of 6:00am and 5:30pm as determined by the Department Director or his/her designee. Exceptions to the regular daily-shift start times may occur as the operational needs of the District require for work occurring outside the 6:00am to 5:30pm time frame.

B. **Rest Periods.** Non-Exempt Supervisor Unit employees may, on their regularly scheduled day of work, utilize a 10-minute rest break in the morning hours and an additional 10-minute rest break in the afternoon, as well as a 30 minute meal period. Meal periods are not compensable. Meal period times are assigned by the immediate supervisor on a schedule basis to meet the needs of the District service. Rest breaks must be taken at times that do not disrupt District service as determined by the employee's supervisor.

C. **Shift Differential.** Employees working regularly scheduled shifts, which shifts include work time between the hours of 6:00pm and 6:00am, will be paid \$2.00 per hour for actual hours worked between the above stated times. FLSA non-productive paid hours (i.e., sick time, vacation and personal holiday) are not subject to Shift Differential pay.

XIII. OVERTIME

A. **Daily/Weekly.** Full-time non-exempt Non-Exempt Supervisor Unit employees (employees who are regularly scheduled to work 40 hours/week) who are required by their supervisor or other authorized person to work in excess of 40 hours in one work week, or more than his/her regularly scheduled hours in one day will be compensated at their overtime rate of pay as defined by District policy. Overtime shall only be worked with approval of the employee's supervisor.

B. **Holiday.** Full-time non-exempt Non-Exempt Supervisor Unit employees who are required by their supervisor or other authorized person to work on a District approved holiday will be compensated at his/her overtime rate of pay for all hours worked on the holiday, in addition to straight-time for his/her normally scheduled hours of holiday pay.

XIV. STANDBY PAY

Non-Exempt Supervisor Unit employees who are required by the District to be on standby for emergency work during normal off-duty hours will be paid 1.86 hours at one and one half times their base hourly rate of pay, not to exceed thirteen (13) hours of overtime pay for one work week. Non-Exempt Supervisor Unit employees will not receive standby pay for regularly scheduled work days on which he/she does not report to work or leaves work early due to illness.

XV. CALL OUT PAY

Non-Exempt Supervisor Unit Employees called back to work during an off-duty period will be compensated for a minimum of two (2) hours of pay. Call-Out Pay will include pay for the

time the employee uses to travel to and from the work location.

XVI. ANNUAL SICK LEAVE PAYOUT

Non-Exempt Supervisor Unit employees may elect, annually, in accordance with District Policy to be paid for up to 96 hours of accrued sick leave. Employees must retain a minimum eighty (80) hour sick leave balance at the time of the payout. Payment will be made in accordance with the following schedule:

0-10 years of service	up to 96 hours at 50%
11-15 years of service	up to 30 hours @ 100%, remainder (up to 96 hrs) @ 50%
16-20 years of service	up to 60 hours @ 100%, remainder (up to 96 hrs) @ 50%
21+ years of service	up to 96 hours at 100%

XVII. ANNUAL VACATION LEAVE ACCRUAL AND TRANSFER/PAYOUT

A. **Accrual.** Non-Exempt Supervisor Unit employees will accrue vacation leave according to the following monthly schedule, based upon years of service:

Less than 5 years of service	6.67 hours (80 hours/year)
5 or more years of service but less than 10 years	10.00 hours (120 hours/year)
10 or more years of service but less than 15 years	13.33 hours (160 hours/year)
15 or more years of service but less than 20 years	15.00 hours (180 hours/year)
20 or more years of service	16.67 hours (200 hours/year)

B **Payout/Transfer.** Non-Exempt Supervisor Unit employees must, in accordance with District Policy, in February or whenever is practicable closest to February 28th of each calendar year, via written designation, cash out and/or transfer to their deferred compensation account, at a minimum the hours that exceed their Vacation Accrual Maximum as of the time for the cash out and/or transfer. Employees may cash out and/or transfer to their deferred compensation account, more than the hours that exceed their Vacation Accrual Maximum, up to vacation hours in excess of 80 in their vacation accrual bank, provided they have used at least 40 hours of accrued vacation during the immediately preceding calendar year. Hours requested for transfer will be converted at 100% value based on the employee's base hourly rate at the time of payout and/or transfer.

C. **Minimum Vacation Accrual Bank Retention.** Employees must retain a minimum of eighty (80) vacation hours in their vacation accrual bank at the time of the transfer and/or payout.

D. **Accrual Maximum Following Transfer/Payout.** In the event the employee's written designation for vacation hours transfer and/or payout was not sufficient to reduce all hours in excess of the Vacation Accrual Maximum, the remaining hours that exceed the Vacation Accrual Maximum will be transferred by the District to the employee's deferred compensation account at 100% value based on the employee's base hourly rate at the time of the transfer.

XVIII. BEREAVEMENT LEAVE

In the event of the death, or the critical illness, where death appears to be imminent, of an immediate family employee (as defined in District Personnel Policy and Procedure No. 17 – Bereavement) of a Non-Exempt Supervisor Unit employee, Bereavement Leave will be granted for three (3) work days per calendar year, if traveling within 500 miles from the District for services, or five (5) work days per calendar year, if traveling over 500 miles from the District for services. If additional hours are required, the employee may elect to take these hours without pay or have the hours deducted from his or her accrued sick leave and/or vacation hours. Additional bereavement leave may be granted at the discretion of the Director of Human Resources. Non-Exempt Supervisor Unit employees are required to notify their supervisor when the need for Bereavement Leave arises.

XIX. UNIFORMS

The District will provide to each Non-Exempt Supervisor Unit employee, required by the District to wear a uniform as a condition of employment, eleven (11) sets of uniforms. Unit employees may be issued other accessory items, such as belts, hats and outerwear as determined necessary by the District. The District will provide the maintenance and upkeep of the provided uniforms.

Standby personnel will be issued three additional shirts and pants for a total of 14 each of shirts and pants.

Lab employees will be provided with lab coats which will be maintained by the District.

XX. EDUCATION AND TRAINING ASSISTANCE

A. **Tuition Reimbursement.** Non-Exempt Supervisor Unit employees are eligible for tuition reimbursement of up to 75% of eligible tuition and text book expenses in accordance with District policy.

B. **College Degree Incentive Program.** Non-Exempt Supervisor Unit employees who obtain a college degree through an accredited program are eligible to receive a \$1000.00 incentive payment in accordance with District policy.

C. **Certificates of Competence Incentive Program.** Non-Exempt Supervisor Unit employees who obtain a job-related Certificate of Competence which exceeds his/her minimum job requirements are eligible to receive a \$750.00 incentive payment for each Certificate received in accordance with District Policy.

Occupational Program Certificate Incentive Program. Non-Exempt Supervisor Unit employees who obtain a job-related Occupational Program certificate which exceeds his/her minimum job requirements are eligible to receive a \$750.00 incentive payment for each Certificate received in accordance with District policy.

XXI. SAFETY EQUIPMENT

The District agrees to provide Non-Exempt Supervisor Unit employees with safety equipment to ensure personal safety in the performance of his/her job duties.

A. **Safety Shoe Reimbursement.** Non-Exempt Supervisor Unit employees will be provided reimbursement for the purchase of safety shoes in accordance with District Policy according to the following schedule:

Category 1	Up to \$200/calendar year
Category 2	Up to \$125/calendar year
Category 3	Up to \$125/calendar year
Category 4	Up to \$125/calendar year plus Category 1 reimbursement if eligible
Physician prescribed shoes	Up to \$200/calendar year

B. **Prescription Safety Eyewear.** Non-Exempt Supervisor Unit employees who require prescription eye glasses and who are required to wear safety glasses as part of their normal job duties will be provided reimbursement for the purchase of prescription safety glasses in accordance with District policy, not to exceed \$225/calendar year.

XXII. COMMERCIAL DRIVER'S LICENSE INCENTIVE

A. Non-Exempt Supervisor Unit employees who are required to maintain a commercial driver's license for the performance of their assigned job duties will receive an annual Commercial Driver's License Incentive of \$200, to be paid on a per-pay period basis of \$7.70.

B. Non-Exempt Supervisor Unit employees in non-commercial driver's license required job classifications will receive the annual Commercial Driver's License Incentive described in section A above if the employee maintains their Commercial Driver's License in good standing and it is determined by the District that such licensure in the specific job class is beneficial to the District service.

XXIII. SHARED HEALTH AND FITNESS INCENTIVE

Effective January 1, 2016, Non-Exempt Supervisor Unit employees are eligible for 50% reimbursement of costs associated with gym memberships, electronic fitness tracking devices, monitored weight loss programs (i.e. Weight Watchers, Jenny Craig, Lindora, etc.) and/or smoking cessation programs up to a maximum of \$400 per fiscal year. The Shared Health and Fitness Incentive replaces the Exercise Incentive program of \$10 for each 25 hours of exercise performed at a District fitness facility.

XXIV. OTHER BENEFITS AND FORMS OF COMPENSATION

All other forms of compensation, including employee benefits not specifically mentioned in this MOU shall remain unchanged for the duration of the MOU.

XXV. UNION FEES AND/OR DUES

A. Union Dues and Authorization to Deduct

1. The District shall, during the term of this MOU, deduct monies for membership dues on a per pay period basis from employees represented by the Union who have a dues deduction and authorization form on file with IBEW Local #47. In so doing, the District shall make periodic deductions from pay of employees for whom IBEW Local #47 certifies it has, in its physical custody, a written authorization which has been signed by the individual from whose salary or wages the deduction is to be made. IBEW Local #47 shall not be required to provide a copy of an individual authorization to the District unless a dispute arises about the existence or term of the authorization.

2. Pursuant to Government Code Section 1157.129 (b), all employee requests to cancel or change deductions for IBEW Local #47 dues shall be directed to IBEW Local #47. The District shall rely on information provided by the Union regarding whether deductions for IBEW Local #47 dues were properly cancelled or changed.

B. Sufficient Employee Earnings for Deduction

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 the case of an employee who is receiving wage replacement benefits (i.e., SDI, PFL, LTD, TD, etc.) during a pay period, no deduction shall be made. In this connection, all other legal and required deductions (including health care and insurance deductions) have priority over Union dues.

C. **Indemnification**

The Union shall indemnify, defend and hold the District harmless against any liability rising from any claims, demands or other action relating to the District's compliance with the Union dues obligation, including claims relating to the Union's use of the monies collected under these provisions. The District reserves the right to select and direct legal counsel in the case of any challenges to the district's compliance with the union dues obligation and the Union agrees to pay an attorney, arbitrator or court fees related thereto.

XXVI. NO LOCKOUT/WORK STOPPAGES

A. No employee shall engage in a strike, work stoppage, slowdown, job action, sick-in, sick-out, or any concerted interference with work of the District or impeding of work or business of the District. Due to the direct threat to public health and safety that would result, participation by any employee in a strike, work stoppage, slowdown, job action, sick-in, sick-out, or any concerted interference with work of the District or impeding of work or business of the District shall subject the employee to immediate discharge at the sole discretion of the District. Without limiting the foregoing, the District shall be entitled to injunctive relief to end any such strike, work stoppage, slowdown, job action, sick-in, sick-out, or any concerted interference with work of the District or impeding of work or business of the District.

B. For the purposes of this Agreement, "strike" or "striking activity" is defined to mean or include engaging or directly participating in any strike, slowdown, job action, sick-in, sick-out, or any concerted interference with the work of the District or impeding of work or business of the District.

C. The District shall not lockout bargaining Unit Employees.

D. The District shall not hire non-bargaining unit Regular employees (as defined by District policy) to perform bargaining unit work.

XXVII. PRE-DISCIPLINARY PROCEDURAL NOTICE AND OPPORTUNITY FOR RESPONSE AND HEARING

A. **Minor Discipline.** Non-probationary Non-Exempt Supervisor Unit employees subject to minor discipline (not qualifying as "Substantial Discipline" as defined below) may provide a written response to be attached to the minor discipline documentation if they so choose. Such written response must be submitted within ten (10) calendar days from receipt of the minor discipline.

Substantial Discipline. Non-probationary Non-Exempt Supervisor Unit employees will be accorded pre-disciplinary safeguards as described in this section before any substantial disciplinary action is imposed. Substantial disciplinary action shall include:

1. Termination;
2. Involuntary demotion involving reduction in pay;
3. Disciplinary reduction in pay constituting more than one (1) work-week of pay equivalency;
4. Suspension without pay for five (5) or more working days.

B. **Notice of Intent.** A written Notice of Intent to impose substantial disciplinary action must be prepared by the Manager, working with Human Resources, setting forth:

1. A short statement of the reason for the proposed action;
2. A summary of the performance problems upon which the action is based;
3. An explanation of the rule or policy that was violated, including references to the policy number or other source, if applicable;
4. A summary of any preceding disciplinary actions within the last year, with copies attached;
5. A description of any documents or other physical or documentary evidence being relied upon in connection with this action with copies attached; and
6. A statement that the employee will have a right to respond, verbally, in writing or both to the appropriate District authority.

A copy of the Notice of Intent, with a signed employee acknowledgment, must be forwarded to Human Resources for retention in the employee's personnel file.

C. **Employee Response.** To ensure that the District does not act without considering relevant information available to it, employees are to be provided the opportunity to respond verbally, in writing or both to the intended imposition of any substantial disciplinary action within seven (7) calendar days from the date of the Notice of Intent to the department director, who may at his or her discretion reverse the Manager's recommendation.

D. **Appeals**

1. **Right to Appeal.** Employees have a right to appeal the imposition of the following actions:

- a. Termination;
- b. Involuntary demotion involving reduction in pay;
- c. Disciplinary reduction in pay constituting more than one (1) work-week of pay equivalency;
- d. Suspension without pay for five (5) or more working days.

2. **Method of Appeal**

- a. In the event of the imposition of substantial discipline as described herein, the decision of the department director will be considered final unless the employee files an appeal in accordance with this policy.
- b. An employee wishing to appeal must file a signed written statement with the Director of Human Resources within seven (7) calendar days of the effective date of the action. This writing must describe his/her intention to appeal, the reason for the appeal, and whether or not the use of a hearing officer is being requested.

- c. Upon receipt of the notice and if no hearing officer is requested, the Director of Human Resources or his/her designee will arrange for a meeting with the General Manager or his/her designee and the employee requesting an appeal, within seven (7) calendar days of the filing of the appeal. After weighing all the evidence, the General Manager will render a decision within seven (7) calendar days of the meeting unless a time extension is deemed necessary. The decision of the General Manager is final.
 - d. If a hearing officer is requested, the Director of Human Resources will arrange for a meeting between the employee, his representative if any and the General Manager or his/her designee within seven calendar days after the hearing officer has submitted findings and recommendations. The General Manager, after weighing all the evidence and the findings of the hearing officer, will make a decision which will be final.
3. Hearing Officer
- a. At any time during the conduct of the appeal, but prior to its submission to the General Manager or designee, the use of a hearing officer may be requested by either the employee or the employee's representative, if any, the department director who imposed the substantial discipline, or the Director of Human Resources.
 - b. If a hearing officer is requested, the District will secure a hearing officer from the State Mediation and Conciliation Services (SMCS) or the State office of the Administrative Law Judge (ALJ), who will be a neutral professional with fact-finding experience. If the hearing officer is requested by the appellant, the cost will be borne by the appellant or their representative. If the hearing officer is requested by the District, the cost will be borne by the District. If the hearing officer is determined to be used by mutual agreement of the parties, the cost will be borne equally by the appellant or their representative and the District.
 - c. The function of the hearing officer will be to examine the facts and available evidence, question witnesses and make a recommendation to the General Manager.
 - e. The findings and recommendations of the hearing officer will be submitted to both the appellant and the General Manager. Any final decision issued by the General Manager shall be in writing and issued to the employee and her/his representative, if any.
4. Right to representation.

In the conduct of the appeal, the appellant will have the right, at his/her own expense, to be represented by another person of his/her own choosing and to summon witnesses on his/her behalf.

XXVIII. GRIEVANCE PROCEDURE

A. Definitions:

1. Grievance - A grievance is an allegation by an employee(s) or the Union of a violation of any express provision of the applicable MOU.
2. Grievant – An employee, group of employees or the Union.

B. Timeliness:

1. The grievance must be filed by the grievant within the timelines set forth herein.
2. The timelines contained herein may be extended to a definite date by written, mutual agreement of the grievant and the District's appropriate representative.

C. **Employee Representation.** The grievant, at his/her own expense, may be represented by a person of his or her choice to prepare and present the grievance at any step of this process. The employee may use a reasonable amount of pre-approved release time to process the grievance.

D. **Informal Grievance Procedure.** Within fifteen (15) calendar days following the event, or within fifteen (15) calendar days after the grievant should reasonably have known of the event, the grievant should attempt to resolve the grievance on an informal basis by discussion with his/her immediate supervisor. If the grievant is not able to resolve the grievance after informal discussion with his/her immediate supervisor, the grievant will have the right to file a formal grievance in writing within ten (10) calendar days after the informal discussion with his/her immediate supervisor. The written formal grievance shall contain:

1. Employee name, job title and department name
2. Name of representative, if any
3. Statement of grievance, providing date and time or action aggrieved and circumstances of grievance
4. Specific provisions of MOU alleged to have been violated
5. Date of informal discussion with immediate supervisor
6. Date of filing of formal grievance
7. Signature of employee and/or representative, if any. (Electronic signature accepted.)

E. Formal Grievance Procedure.

1. First Level Formal Review – Department Director: The formal written grievance shall be presented to the employee’s Department Director or his/her designee who will discuss the grievance with the employee, his/her representative, if any and any other appropriate persons. The Department Director will render his/her decision in writing to the employee within ten (10) calendar days after receiving the grievance. If the employee does not agree with the Department Director’s decision, or if no answer is received within ten (10) calendar days, the employee may present the formal written grievance to the General Manager. Failure of the employee to submit the grievance to the General Manager within ten (10) calendar days after receipt of the written decision from his/her Department Director will constitute a dropping of the grievance.

2. Second Level Formal Review - General Manager Review: The General Manager, after receiving the grievance, will discuss the grievance with the employee, his/her representative, if any and any other appropriate persons. The General Manager may select a designee not in the normal line of supervision, including, but not limited to, a representative of the SMCS or ALJ, to advise him concerning the grievance. The General Manager will render a decision in writing to the employee within 14 calendar days after receiving the grievance. The decision of the General Manager shall be final.

XXIX. SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by the decision of any authorized governmental agency, including the Public Employment Relations Board, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided however, upon such invalidation the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or an unfair labor practice. The remaining parts or provisions shall remain in full force and effect.

ADOPTED, SIGNED and APPROVED this day of , 2019.

 Dave Paulson, Date
 Non-Exempt Supervisor Unit Representative

 Paul Cook, General Manager Date
 Irvine Ranch Water District

 Kevin Reideler Date
 Non-Exempt Supervisor Unit Representative

 Terry Schreiner Date
 Non-Exempt Supervisor Unit Representative

 Patrick Lavin, Date

Business Manager
International Brotherhood of Electrical Workers
(AFL-CIO) Local #47

APPROVED AS TO FORM: Date
Jeff Brown, Partner
Payne and Fears

EXHIBIT A

Positions included in the Non-Exempt Supervisor Unit

Automation Supervisor
Collection Systems Supervisor
Construction Inspection Supervisor
Electrical Supervisor Instrumentation
Facilities Services Supervisor
Fleet Supervisor
Mechanical Services Supervisor
Supervisor Operations Supervisor
Water Maintenance Supervisor