

MEMORANDUM OF UNDERSTANDING

between the

RAMONA MUNICIPAL WATER DISTRICT

and the

**RAMONA MUNICIPAL WATER DISTRICT
EMPLOYEES ASSOCIATION**

**(PROFESSIONAL, SUPERVISORY, CLERICAL, MAINTENANCE
& OPERATIONS EMPLOYEES BARGAINING UNIT)**

January 1, 2008 - December 31, 2012*
(*Contract extended from 2011)

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PREAMBLE

This Agreement made and entered into this 8th day of January 2008, by and between the Ramona Municipal Water District, hereinafter referred to as the District, and the Ramona Municipal Water District Employees Association herein referred to as the Association.

WITNESSETH:

WHEREAS, the District has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the District to retain the right to operate the District effectively in a responsible and efficient manner; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire Agreement covering rates of pay, wages, hours of employment, and other conditions of employment; to increase the efficiency and productivity of employees in the District; and to provide for prompt and fair settlement of grievances without an interruption of or other interference with the operation of the District;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

Both parties mutually agree that their objective is for the good and welfare of the District and Association members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereafter set forth and agreed upon. The District and Association regard all personnel as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

ARTICLE 1 RECOGNITION

The District recognizes the Ramona Municipal Water District Employees Association, as representative of the representation unit set forth below, if said Association represents a simple majority of the District's non-management, professional, clerical, maintenance and operations employees, and operations supervisors. The District agrees to meet and confer with said Association on all matters relating to the scope of representation pertaining to the employees of said representation unit, as authorized by law. The recognized representation unit shall consist of all non-management, maintenance and operations employees of the District who are affiliated with said Association.

ARTICLE 2 IMPLEMENTATION

It is agreed that this Memorandum of Understanding shall not be effective until the District Board of Directors:

1. Acts, by majority vote, formally to approve and adopt said Memorandum of Understanding;
2. Acts to appropriate the necessary funds required to implement the provisions of the Memorandum of Understanding which require funding; and

3. Agrees to work under provisions of existing Memorandum of Understanding until a successor agreement is reached.

ARTICLE 3 TERM

The term of this Memorandum shall commence on January 1, 2008, or on the date of ratification hereof, whichever occurs later, and shall continue through December 31, 2011.

ARTICLE 4 RENEGOTIATION

In the event that the Association or the District desires to negotiate the provisions of a successor Memorandum of Understanding, said party shall serve upon the other not later than September 1, 2011, its written request to commence negotiations. Upon receipt of such written notice and proposals, meet and confer shall begin within twenty (20) days of notice, unless both parties mutually agree to alternative meeting arrangements.

ARTICLE 5 NON-DISCRIMINATION

The Employer and the Association mutually agree that there will be no discrimination against any employee in the application of the terms of this Agreement by reason of race, sex, age, physical or mental disability, religion or any other category protected by applicable federal, state or local law. The Employer and Association agree that the Employer is permitted to take all actions necessary to comply with all applicable federal, state and local laws and regulations, including but not limited to the Americans with Disabilities Act, and including all new laws and regulations enacted during the term of this Agreement, regardless of any provisions of this Agreement. The parties recognize and agree fully to protect the rights of all employees covered hereby to join and not to join and participate in Association activities.

ARTICLE 6 PROBATIONARY EMPLOYEES

The probationary period shall be regarded as part of the examination process, and shall be utilized for closely observing the employee's work, and for securing the most effective adjustment of the employee to his position.

Except for promotional probationary employees, the discipline or discharge of an employee who is in the probationary status shall not be a violation of this Agreement, and the employee and Association shall not have recourse to the grievance process.

Original Probationer

All original appointments shall be tentative and subject to a probationary period of one (1) year, with no vacation leave benefits granted during the first six (6) months of employment. During the probationary period, an employee may be rejected at any time by Management staff without right of appeal. A rejection during the probationary period shall be effected when the Department Manager notifies the Human Resources Manager. The effective date of termination shall then be established, which shall not be later than the last day of the probationary period.

Promotional Probationer

All promotional appointments shall be subject to a probationary period of six months. At the discretion of Management, any employee serving a six-month probationary period may, at the conclusion of such six-month period, have his probationary period extended for an additional six months, but no longer. The appropriate Management staff member shall notify the Human Resources Manager and the employee, in writing, of such contemplated

extension of the basic probationary period. Step increases will not be allowed during this period. Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which he/she was promoted, if a vacant position is available, unless he/she is discharged in accordance with established procedures.

ARTICLE 7 GENERAL PAY PROVISIONS

SECTION 1 - WAGES

The salary schedules in effect during the term of this Agreement are incorporated herewith in Appendix A, with the following wage increases: a 3.5% wage increase on January 1, 2008; a 3.5% wage increase on January 1, 2009; a 3.5% wage increase on January 1, 2010; and a 3.5% wage increase on January 1, 2011. The District will add one additional Step F, 5% more than Step E, effective on January 1, 2008, (to be administered on employee's anniversary date).

SECTION 2 - GENERAL PAY PROVISIONS

All employees will be paid bi-weekly on the Friday following the close of the pay period, except when payday falls on a holiday, at which time paychecks will be issued on the preceding business day. The bi-weekly payroll covers the period of work performed the preceding two weeks, beginning Monday at 12:01 a.m. and ending on Sunday at 12:00 midnight.

SECTION 3 - TIME SHEETS

Employees who have an adjustment to their time sheet that results in a reduction in pay shall receive a photocopy of adjusted time sheet with paycheck and an explanation of the change, if requested.

SECTION 4 - PAYROLL DEDUCTIONS, ASSOCIATION DUES, AND AGENCY FEES

Upon receipt of signed authorization from an employee in the form set forth below, the regular monthly dues of the Association or the agency fee, whichever is applicable, shall be deducted from such employee's pay. The Association shall notify the Finance Department of the amount of dues or agency fee to be deducted. Deductions shall be made on the first and second paydays of each month and shall be remitted promptly to the Association.

The Association shall indemnify the District and hold it harmless against any and all claims that may arise out of, or by reason of, any action taken by the District for the purpose of complying with the provisions of this Article.

The form shall read as follows: "I hereby authorize the Finance Department to deduct from my earnings, the regular monthly dues, or agency fee, in the amount certified by Ramona Municipal Water District Employees Association and further authorize the remittance of such amount(s) to said Association in accordance with the currently effective Agreement between the District and said Association.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and, further and separately, relieve the District and the Association and all their officers, representatives or agents from liability thereof."

SECTION 5 - OVERTIME

Except as otherwise provided in this Agreement, employees covered by this Agreement shall be paid at the rate of one and one-half times their regular straight time hourly rate of pay for all authorized hours of work in excess of eight (8) hours a day; or after the accumulation of forty (40) hours in a work week. Employees shall be paid at the rate of double-time for all authorized hours of work in excess of twelve (12) hours a day. Authorized, fully-paid leave

time and paid holiday time for which the employee qualifies shall be considered as hours worked for purposes of calculating overtime.

Overtime shall be distributed as equally as practical among the employees within the divisions of the District, except where emergencies or other existing conditions make equalization impractical or inefficient for the division.

SECTION 6 - CALLBACK PROVISION

An employee called back to work after having left work shall receive a minimum of two (2) hours work at overtime rates, as provided above, unless the time extends to his regular work shift or unless the individual is called back to correct his or her previous work. If a call is received by an employee while working on an emergency call, the minimum call-back shall not prevail. If the employee is directed by his supervisor to return to work after an emergency call-out, but prior to his regular work shift, the employee shall be deemed to have been "called back" and shall be paid in accordance with the provisions of the call-back provision. Call-back time shall be computed from portal to portal.

SECTION 7 - COMPENSATORY TIME

When any employee covered under this Agreement works beyond his/her regularly scheduled workday or duty shift, he/she shall be paid either by use of compensatory time at a rate of one and one-half hours for each overtime hour worked over eight hours in a work day or at the rate of time and one-half his/her regular hourly rate of pay for all time worked over eight hours in a workday. Hours worked which are eligible for double-time pay under the provisions of this MOU may also be compensated either by use of compensatory time or pay. The decision to grant overtime pay or compensatory time will be made by supervisor and will be governed by the policy stated below covering total hours of compensatory time one can accumulate.

No employee shall be allowed to accumulate over sixty (60) hours of unused compensatory time without written permission of the department head. For so long as an employee has accumulated unused compensatory time equal to or greater than sixty (60) hours, the employee shall be paid overtime pay. Compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the involved employee and his/her supervisor; permission to utilize compensatory time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected.

Employees who request to be paid for previously accrued compensatory time in lieu of having time off may make a request on his/her timesheet, and payment of requested compensatory time will be included with the employee's next regularly scheduled paycheck.

On the first regular payday following the last workday of each calendar year, the District will pay the employee for all hours of accrued compensatory time over forty (40) hours.

Compensatory time is calculated at the eligible overtime rate at the time of accrual; therefore, the amount of payment for all unused Compensatory Time shall be calculated based upon the employee's regular straight time hourly rate of pay in effect for the employee's regular job, on the last work day of the employee's employment.

ARTICLE 8 SPECIAL PAY PROVISIONS

SECTION 1 - HOLIDAY PAY

Employees who work on any District-paid holiday shall be paid at a rate of double-time for all hours required to be worked.

SECTION 2 - EMERGENCY CALL OUTS ON SUNDAY

Employees called out for unscheduled emergencies on a Sunday, including DTS alarm responses, shall be compensated at double-time for all hours worked. Employees working regularly scheduled hours on Sundays shall be paid regular overtime if eligible.

SECTION 3 - DTS ALARMS

An Employee assigned by the District to the Digital Telemetry System alarm system (DTS) will be compensated for work performed in response to an alarm according to the following provisions. The employee's duties include exercising reasonable judgment in determining the nature of the alarm and the response required.

1. If the employee is able to verify, using the employee's home computer connection, that the alarm is a false alarm, requiring no further action, the employee will be paid for actual time worked, regardless of when the alarm is received.
2. If the alarm is received after the employee has left work and is received between 4:00 p.m. and Midnight or between 5:00 a.m. and 7:30 a.m., and the employee is able to correct the problem causing the alarm by using the employee's home computer, the employee will be paid for one-half hour of work or actual time worked as necessary to correct the problem, whichever is more. Compensation will be at the overtime rate. Unscheduled alarm responses on Sundays are considered emergencies under Section 2, and will be compensated at a double-time rate.
3. If the alarm is received after the employee has left work and is received between Midnight and 5:00 a.m., and the employee is able to correct the problem causing the alarm by using the employee's home computer, the employee will be paid for one hour of work or actual time worked as necessary to correct the problem, whichever is more. Compensation will be at the overtime rate.
4. If the alarm is received after the employee has left work, and it is necessary for the employee to travel to the plant to correct the problem, compensation will be based on the call-back provisions of this agreement.

SECTION 4 - GRAVEYARD SHIFT

Employees working between midnight and 7:30 a.m. shall be compensated at double-time. However, employees called after 6:00 a.m. shall receive time and one-half for hours worked up to 7:30 a.m. This section does not apply to travel time.

SECTION 5 - DUTY OPERATOR AND STANDBY PAY

Employees designated as "duty operator" having the responsibility of operating the water system, sewer system, water treatment plant or wastewater treatment plants, and responding to emergency calls or customer service calls during periods outside of the regular assigned work day, shall receive "duty" compensation of \$23.00 for each 24-hour period during which the employee has a "duty operator" assignment or assignments. Effective January 1, 2010, duty pay shall increase to \$25.00 for each 24-hour period. This amount compensates also for the time spent taking and returning telephone calls from customers and the answering service when the time taken for the calls related to a particular customer service request is 15 minutes or less. "Duty operators" and "standby assignees" will be notified of such assignments in advance. An operator serving as "duty operator" will be immediately available to respond to a call during said duty hours. "Immediately available" shall be defined as a 45 minute response time. Response time is measured from the time initial contact with employee is made by the answering service, or another District employee, to the time the employee arrives at the District yard, treatment plant or incident site. An employee

may temporarily request a qualified coworker to substitute for a 24-hour standby period. All substitutions must be authorized in advance by the employee's supervisor.

SECTION 6 - REST TIME

If an employee is required by the District to work more than fifteen (15) hours during the 24-hour period between 7:30 a.m. and the following 7:30 a.m., the employee will be given time off with straight-time pay from the employee's next assigned shift for purposes of rest, if the employee's next assigned shift is scheduled to begin no later than twelve (12) hours after the employee has been released from the extended work period. The amount of time off granted will not exceed six (6) hours or the length of the next assigned shift, whichever is less. The supervisor may grant hour-for-hour time off with straight-time pay when an employee is required to work during the hours between midnight and 4:30 a.m. All rest time is subject to supervisory approval, and may be adjusted by the General Manager as necessary, depending on the circumstances of each case.

For example, for illustration purposes only: Employee's assigned shift is 7:30 a.m. to 4:00 p.m. Due to an emergency, he is required to work from 7:30 a.m. to the following 1:00 a.m., for a total of 17.5 hours within 24 hours. His next shift is scheduled for 7:30 a.m. on the same day he is released. Employee will receive six (6) hours of paid time off from 7:30 a.m. to 1:30 p.m., and will report to work from 1:30 p.m. until the end of his regular shift at 4:00 p.m.

SECTION 7 - OUT-OF-CLASS PAY

At the discretion of the employee's chief/supervisor, an employee may be eligible to receive out-of-class pay for assuming added temporary duties of a higher position. Out-of-class pay requests will be submitted on a District form, and the chief/supervisor shall recommend the level of pay based on whether the employee is assuming full or partial responsibilities. The following guidelines shall be used to determine the appropriate rate of pay:

Full Responsibility

An employee specifically assigned on a temporary basis to a higher level position for five (5) consecutive days, in which there is no incumbent or in which the incumbent is on paid or unpaid leave shall be compensated at a level determined by the chief/supervisor, which shall be no more than Step "A" of the higher level position and no less than ten (10) percent. Payment shall be retroactive to the first day of such service, provided the full range of duties of the higher level position has been specifically assigned in writing on a form provided by the District.

Out-of-class pay shall be limited to one assignment per vacancy (no "stacking"). For Operations employees, out-of-class pay shall be limited to fill lead or chief/supervisory-level vacancies only.

Any out-of-class assignment for a management position can only be filled by a chief/supervisory-level position.

Partial Responsibility

An employee specifically assigned to perform a portion of the duties of the higher level position for three (3) or more consecutive working days shall have the increased pay level determined by the employee's chief/supervisor in relation to the degree of the additional responsibility the employee is asked to assume. In no event shall the pay be less than five (5) percent, nor more than ten (10) percent. The assignment shall be in writing and on a form provided by the District. Payment shall be retroactive to the first day of services.

Out-of-class pay recommendations and pay levels are at the discretion of the employee's chief/supervisor, and are subject to approval by the department manager and the General Manager.

All out-of-class pay will be based on actual hours worked. Any leave time utilized during the out-of-class assignment period will be paid at the employee's regular rate of pay.

At the conclusion of such an assignment, the employee shall be restored to his/her former classification regardless of the time involved.

SECTION 8 - VOLUNTARY DEMOTION

Employees who voluntarily transfer or demote to a position in a lower pay range will be compensated at his/her existing salary for a period of six (6) months, from effective date of demotion. At the end of the six (6) month period, the employee shall be compensated at Step A of the lower position. However, if the employee possesses relevant experience in the lower position, the employee can be placed at a higher step based on the level of experience, and subject to the approval of the General Manager. Employees who are demoted to a lesser position for disciplinary or performance issues, shall be paid at the lesser range/step, effective on the date of demotion.

ARTICLE 9 COMPREHENSIVE ANNUAL LEAVE (CAL Time)

Comprehensive Annual Leave (CAL Time) is compensated leave for those employees who are absent from duty because of illness, injury, medical or dental care appointments, or personal vacation. CAL time will run concurrently with any leave for which the employee may qualify under state or federal law regarding family and medical leave entitlement. Accrual of CAL Time begins on the employee's hire date, at the rate specified in Section A. below.

Employees who are granted a leave of absence with pay for illness or injury purposes only, shall continue to accrue CAL Time at their regularly prescribed rate during such absence, but accrual shall not be available to employees until return from leave. Should the employee not return to District employment following his/her injury, illness, or other leave of absence, the employee shall not be entitled to cash payment for those CAL Time hours accrued while on leave. Employees shall not accrue CAL Time for any pay period during period of suspension, layoff or other leaves of absence without pay, or engaged in conduct in violation of Article 30 (No Strike - Lockout).

Employees using CAL Time for illness must follow the request procedure outlined in this Article under "Requests."

A. Accrual Rate Conversion to CAL Time

<u>Commencement of Years of Service</u>	<u>CAL Accrual Per Period (hours)</u>	<u>CAL Accrual Annually (days)</u>
0	6.8	22.10
6	8.3	26.98
11	9.9	32.18
16	11.4	37.05

B. Maximum Accrual Cap

Accrual of CAL Time shall cease when an employee reaches the maximum cap of 1,040 hours and CAL Time will not accrue until the balance of unused time again falls below 1,040.

Unless CAL Time is used for an absence due to the employee's illness or injury, it will only be scheduled and taken with the approval of the employee's immediate supervisor. No employee may take more than twenty-five (25) consecutive days of CAL Time without the written approval of the General Manager.

C. Probationary Employees

Probationary employees may use accrued CAL Time from their hire date for approved absence away from work related to the employee's inability to work due to the employee's illness or injury, and are eligible to use their CAL Time for vacation purposes after six (6) months of employment with the District.

D. Holidays

In the event a holiday occurs during the period when an employee is on approved CAL Time, such holiday will be considered as a holiday and shall not be counted as part of the employee's CAL Time.

E. Separation from District Employment

Any employee who is laid off, resigns, retires, or is otherwise separated from the service of the District, shall receive all accrued CAL Time upon their separation from employment with the District. The amount of payment for all unused CAL Time shall be calculated based upon the employee's regular straight time hourly rate of pay in effect for the employee's regular job, on the last work day of the employee's employment.

F. Requests for CAL Time

Approval of CAL Time shall be at the discretion of the employee's supervisor. The supervisor shall endeavor to approve requests for time off in most cases; however, CAL Time requests may be refused in certain circumstances, including but not limited to: the employee has failed to follow the appropriate request procedure; the employee has not given timely notice to the supervisor to meet existing workload demands; the employee's absence would interfere with District operations. Because CAL Time is intended to protect an employee from an unexpected loss of income due to injury or illness, both the District and the Association agree to encourage each employee to maintain a prudent balance of accrued leave, so that it is available in the event of an unforeseen need.

G. CAL Time Leave Request Procedure

All absences must be recorded on a leave request form and attached to the employee's timesheet for that pay period. The distinction between scheduled time off and time off for illness or injury are designated on this form to assist supervisors in tracking the use of leave time. The following provisions apply:

Vacation Leave: Employees requesting paid CAL Time off for vacation must submit a leave request form in advance. The request must be approved by the employee's supervisor and department head prior to the leave commencing. Employees should

submit a leave request form when they become aware that time off will be desired. If multiple requests have been made in the same department and all requests cannot be granted, the employee(s) with the greatest amount of seniority shall generally be given preference. However, if an employee can demonstrate that expenses have already been incurred for a previously approved vacation, such as airline tickets or other types of non-refundable reservations, the supervisor may grant preference to that employee, depending on the circumstances. Supervisors shall consider the District's operations foremost, and neither the supervisor nor District shall be held responsible or otherwise liable for circumstances resulting from failure to grant leave time.

Sick Leave: Employees who are requesting paid CAL Time for illness shall notify or cause notification to be made to their supervisor (or department head) within thirty (30) minutes after the set time for the beginning of his/her workday. Where someone other than the employee is or has been requested to make the required notification, the employee will be solely responsible for that notification being made. If an employee becomes sick or ill during their work shift, they must notify or cause notification to be made to their supervisor.

In the event no sick leave notification is made within thirty (30) minutes after the start of that employee's workday, or after an employee becomes sick or ill and leaves work, the employee's supervisor shall consider and handle the employee's absence without pay, unless the employee can later substantiate and document that it was impossible to make or cause such notification. Sick leave notification as outlined above must be made for each work day that paid CAL Time is being requested, unless this requirement is expressly waived by the employee's supervisor. Upon return to work, the employee shall document the absence on his/her timesheet.

CAL Time will run concurrently with any leave for which the employee may qualify under state or federal law regarding family and medical leave entitlement. In the event of other illness in the immediate family, an employee may use accrued CAL Time. Immediate family shall be designated as mother, father, spouse, sister, brother, and dependent children. Employees must notify their supervisor in advance when such leave is being taken and so noted on the time sheet.

If the District has reasonable grounds to believe CAL Time is being abused, it may, at its discretion, require any employee requesting paid sick leave to furnish substantiating evidence or a statement from their attending physician certifying that absence from work was required due to personal illness or disability or family illness or disability, if such absence was due to that eligible member of the employee's family being ill or disabled. Generally, such certification may be required by the District at its discretion whenever CAL Time is requested for illness or injury for five (5) or more consecutive work days; however, in cases where an employee is frequently absent from work or where a pattern of abuse can be established, the supervisor may require a licensed physician's certification verifying the employee's inability to work due to illness or injury. The District shall have the right at its discretion to verify the report of the attending physician concerning the illness or disability of an employee, and to require from that attending physician a statement as to the nature and extent of the illness or disability. As a result of the attending physician's statements and examinations, the District may approve or deny an employee's CAL Time request for illness, and establish limits and conditions for a return to work, or for any further approved CAL Time connected with the same illness or disability.

H. CAL Time Usage for Deferred Compensation

During the last four years prior to retirement, employees may utilize a percentage of accrued CAL Time toward the deferred compensation in accordance with the applicable Internal Revenue Service (IRS) regulations.

Eligible employees age 50 or older who are within four years of retirement may use an amount not-to-exceed 25 percent of accrued CAL Time each calendar year for application toward deferred compensation. All contributions must be sent directly from the District to a qualified District-sponsored deferred compensation plan to be eligible. If contributing to Catch Up, employee cannot contribute to the Catch Up provision during the final year of employment. Note: The final 25 percent in the fourth year shall be released to deferred compensation in the payroll period prior to the employee's official retirement date.

Employees who are within sixty (60) days of official retirement may send a written request to the Finance Department (Payroll) to make arrangements for either a partial or full (100 percent) transfer of their remaining CAL leave balance to a qualified District deferred compensation plan.

The employee bears full responsibility for compliance with all IRS 457 plan provisions, and for ensuring the transfer amount for each year does not exceed the IRS-established limit for the calendar year. Employees should review their contributions at least annually, to ensure they do not exceed the maximum contribution limits under IRS provisions.

Employees who wish to take advantage of this provision shall be required to read, sign and date an agreement stipulating the terms of participation, which will be kept in the employee's payroll file.

I. CAL Time Gifting

Employees can volunteer to give a portion of their accumulated Cal Time to another employee on an as-needed basis to use for special circumstances such as long-term illness, death in the family, sick children, etc. The administration process shall be determined by the Finance Department at the time of request.

ARTICLE 10 PREGNANCY AND CHILDBIRTH LEAVE

Disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions, for all job-related purposes, shall be treated the same as disabilities caused or contributed by other medical conditions; under any health or disability insurance or sick leave plan available in connection with employment. Written or unwritten employment policies and practices involving matters such as the commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, reinstatement, and payment under any health or disability insurance or sick leave plan, formal or informal, shall be applied to disability due to pregnancy, childbirth or related medical conditions on the same terms and conditions as they are applied to other disabilities. The Pregnancy Discrimination Act prohibits discrimination in employment against women affected by pregnancy or related conditions. Administration of Pregnancy and Childbirth Leave shall be in accordance with the provisions of state and federal law regarding family and medical leave entitlement.

ARTICLE 11 BEREAVEMENT OR FUNERAL LEAVE

The District will authorize bereavement or funeral leave with pay for an employee when needed due to the death of a member of the immediate family of the employee. The immediate family shall include: husband, wife, child, step-child, brother, step-brother, sister, step-sister, parent, step-parent, mother-in-law, father-in-law, grandparents or grandchildren. Requests for paid bereavement leave to attend funerals for other than members of the immediate family will generally not be granted; however, any such request can be considered on an individual basis, and is subject to the General Manager's approval. Funeral leave shall be in addition to sick leave and vacation leave and shall include the time necessary to attend funeral services and handle funeral arrangements, but in no case shall exceed five (5) working days. In the event that an employee requires more than five days as a result of a death in the employee's family, the employee may take additional leave without pay, with the approval of the General Manager, or may submit a request to the employee's supervisor for approval of use of accrued CAL Time for the additional time.

ARTICLE 12 HOLIDAYS

The following shall be paid holidays for all eligible employees:

1. New Year's Day
2. King's Birthday (third Monday in January)
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Friday following Thanksgiving Day
10. Christmas Eve
11. Christmas Day
12. New Year's Eve

To the extent expressly required by law, holidays shall also include future national holidays proclaimed by the President of the United States, or future state holidays proclaimed by the Governor of California.

Whenever a designated holiday falls on a Sunday, the holiday will be observed on the following Monday. Whenever a designated holiday falls on a Saturday, the holiday will be observed on the preceding Friday.

Employees who do not work on a holiday shall receive holiday pay computed at their regular straight-time hourly rate for the number of hours for which they are normally and regularly scheduled to work immediately prior to the holiday, up to a maximum of eight (8) hours.

Employees on an unpaid leave of absence are not eligible for holiday pay. In order to be eligible for a holiday, the employee must be in paid status the day before or the day after the paid holiday.

Employees terminating employment are not eligible for holiday pay unless their termination date is scheduled with the consent of the District such that they are in paid status the day after the holiday.

ARTICLE 13 UNIFORMS

The District shall provide up to eleven uniform (shirts and pants and/or shorts) changes bi-weekly to operations employees, who are required to wear uniforms and where customer recognition as a District employee is required. The District shall reserve the right to select the style and color of the work clothing. Supervisors shall have the discretion to determine when shorts may not be appropriate. Employees wishing more than eleven changes of uniform shirts or pants bi-weekly may obtain additional changes from the District's supplier at the employee's expense. The District shall provide five (5) T-shirts each year to field employees and one (1) jacket every other year to field employees. Uniforms, tee shirts, jackets and caps are for business use only, and shall not be used for personal attire.

Employees in the specific classifications of wastewater and field services (collections, meters and utilities), shall be eligible to receive up to two additional uniforms per week.

Protective Clothing, Safety Shoes and Safety Glasses

Employees shall be provided an allowance to purchase protective clothing, safety shoes, boot socks, insoles, and safety glasses. In order to receive reimbursement, the employee must submit proof of purchase to his/her department. Reimbursement will be made through Accounts Payable. The total allowance shall be \$250.00 per fiscal year (total from both items), per employee. Employees assigned to welding duties will be provided with chaps.

All uniforms, hats, jackets and equipment will be issued on a trade for trade basis. Employees will be asked to sign a Uniform & Property Checkout Agreement which acknowledges issuance of District uniforms, property and equipment. Employees must return all company property in their possession upon termination of employment for any reason. Failure to return assigned uniforms or equipment upon termination will result in the District deducting for the replacement costs, which will be withheld from the employee's final leave accrual balances.

ARTICLE 14 MILEAGE

Any person in the service of the District who is required to travel on business for the District and who has been duly authorized to use and does use a privately owned automobile or truck, shall be reimbursed for authorized mileage at the current recognized mileage rate allowed by the IRS.

ARTICLE 15 HEALTH BENEFITS

The District shall pay for employees' individual and dependent group health and hospitalization, dental and vision insurance premiums as follows: 100% monthly for employee only, \$710 for employee plus one, and \$1,004 for family coverage (the "base levels"), with a reopener in 2010 for District contribution rates in Article 15 only. Any increases above these base levels shall be shared by the District and the employee, with the District paying 70% and the employee paying 30%. The employee's portion (if any) will be deducted from his/her paycheck. Upon the execution of this Agreement, a joint management/labor Insurance Committee shall be formed, with one (1) representative from management, one (1) from the confidential group, and one (1) Association-appointed member from each of the bargaining units, whose purpose shall be to recommend to the General Manager ways to achieve an overall reduction in health insurance costs over the life of the Agreement, either through changing or providing alternate insurance carriers, health maintenance organizations, or benefit levels or to self-insure.

The District will not be responsible for changes unilaterally imposed by an insurance provider in benefits, co-payment provisions or deductibles so long as the District uses its best efforts to minimize changes by incumbent insurance providers from one plan year to another.

SECTION 1 - RETIREE MEDICAL COVERAGE

During the term of this Agreement, the District will contribute the amounts set forth in this provision toward the cost of individual and dependent spousal medical coverage for eligible retired employees, with any excess cost of coverage to be paid by the retiree. Spousal medical coverage eligibility is limited to spouse at the time of employee's retirement; subsequent marriage partners are not eligible.

For employees hired on or after January 1, 2005, eligibility for coverage shall be limited to employees who retire under Cal PERS during the term of this Agreement with a minimum of ten (10) years of full-time service to the District immediately prior to retirement and who are at least 50 years of age and less than the age when he/she is eligible for Medicare. Employees hired prior to January 1, 2005 are eligible after a minimum of five (5) years of full-time District service. Employees hired after January 1, 2008 are eligible for medical benefits after ten (10) years of full-time service and 50 years of age, and their age plus years of service with RMWD equals 65.

To qualify for the District contribution for dependent spousal coverage, the dependent spouse must be under the age when he/she is eligible for Medicare. Any such retiree or dependent spouse shall be ineligible under this provision if he/she is or becomes eligible for medical benefits from another employer of the retiree or his/her spouse. The District will contribute toward coverage for eligible retiree 86.76%, and for an eligible retiree plus dependent spouse 68.17% of the contribution the District is making toward the least expensive District-sponsored medical plan for current employees as of the date of retirement. For employees retiring after 25 years of consecutive service, the District will pay 100% instead of 86.76% for eligible retiree, and 75% for spouse.

Eligible retirees and dependent spouses can remain as participants on the District's medical benefit plan under this provision, so long as the terms of that plan continue to permit such participation, and provided that the retiree contributes the excess cost, if any, by monthly payment, in advance. An employee's spouse who retires at a later date from retiree may be eligible for the benefit level amount available at the time of employee's retirement, provided District retiree is still an eligible participant and spouse does not have other paid coverage available. If the retiree cannot remain a participant on the District's plan for any reason, the District will pay the appropriate amount specified above to the retiree for use in purchasing an alternative medical benefit plan.

Eligibility for this benefit automatically terminates upon the death of the retiree or when the retiree or dependent spouse reaches the age when he/she is eligible for Medicare, whichever occurs first. Retiree's benefit shall not be impacted until age 65 if spouse turns 65 first, but shall move to the single rate of coverage. The surviving spouse of the deceased or Medicare-eligible retiree will be afforded his/her rights under COBRA or other applicable law.

Retirees must pay their share of the monthly premiums in advance on a monthly or quarterly basis. It is the responsibility of the retiree to pay their obligation on a timely basis. No statements will be sent from the District to the retiree reminding him/her of the obligation. Any monies not received by the 15th of the month in which the payment is due will disqualify the retiree from continuing the medical benefits and may not be reinstated in the future.

It is understood that these retiree benefits and eligibility therefore are not vested and are not guaranteed, but may be modified or eliminated in future Agreements.

ARTICLE 16 EDUCATIONAL INCENTIVE

A tuition reimbursement fund of \$7,000 shall be established for members of the bargaining unit, with a reopener if the \$7,000 fund is exhausted. Eligible employees may apply to the fund on a first-come, first-serve basis for assistance in actual costs paid for tuition, books, fees and required technical supplies and equipment, up to a maximum of \$2,000 per employee each fiscal year. Eligible employees are those employees who have passed their original probationary period. Reimbursement will be for professional and technical courses in accredited educational institutions provided that:

- a. The employee has received at least a satisfactory rating on his/her last performance report.
- b. The subject matter of the course contributes toward the performance of the employee's position with the District, or is related to work the employee can reasonably be expected to perform in the future. Subject to pre-approval by the General Manager, reimbursement may be made for elective coursework required for a certification program or college degree related to the employee's work, or related to District work which the employee can reasonably be expected to perform in the future.
- c. The employee must submit a Request for Educational Reimbursement form to the department head and Human Resources Office prior to the beginning of the class.
- d. Before receiving reimbursement, the employee shall furnish documentation proof of payment and shall provide evidence that he/she has completed the course with a grade of "C" or better. A "pass" will be accepted for classes where pass/fail grading system is used.
- e. No tuition refund will be made later than three (3) months after the completion of the course.
- f. All requests for Educational Reimbursement shall be subject to the General Manager's approval.

ARTICLE 17 PROMOTION

Recruitment, selection, employment, placement, promotion and training, in all personnel actions, will be based solely on individual merit and personal capabilities, without regard to sex, race, color, religion, national origin, handicap, or any other category protected by applicable federal, state, or local law. Current employees will be notified of all promotional opportunities.

ARTICLE 18 PERSONNEL REDUCTION

The District in its discretion shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. Any employee scheduled for layoff shall receive at least thirty (30) days' notice prior to the effective date of layoff. If it is determined that layoffs are necessary, employees will be laid off in the following order:

- (a) Temporary employees;

- (b) Part-time employees;
- (c) Probationary employees; and,
- (d) In the event of further reductions in force, employees will be laid off from the affected classification in accordance with their seniority and their ability to perform the remaining available work without further training. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work without further training, the employee(s) with the least seniority will be laid off first.

Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

If an employee is recalled to a position in a lower rated job classification, he/she shall have the right to return to the job classification he/she held prior to being laid off in the event it subsequently becomes available. If an employee is recalled to a lower rated job classification, the employee shall have the right to refuse the recall. The District shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and are willing to be recalled to said classification.

Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Association, provided that employee must notify the District of his/her intention to return within three (3) days after receiving notice of recall. The District shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the District with his/her latest mailing address.

ARTICLE 19 GRIEVANCE PROCEDURE

1. Definition of a Grievance

A Grievance is an allegation that there has been a violation of a specific provision of this Memorandum of Understanding and the following provisions in the Personnel Manual: Section 3. Employment Practices & Policies. In addition, Item 7 below defines issues that are excluded from the grievance process.

2. Procedure

- a. The formal grievance procedure is designed not to replace but to supplement the routine methods of responding and settling employee problems and grievances. If these routine grievance methods fail to resolve an issue, the formal grievance procedure gives the employee access to higher authorities than the immediate supervisor.
- b. No supervisor shall directly or indirectly discourage the use of the formal grievance procedure by employees. The employee shall not be penalized or retaliated against in any way for making a good faith utilization of the grievance process.

- c. A written grievance shall contain:
 1. A statement of the District's policy, rules or practices which the employee believes are involved.
 2. A statement of the facts and events involved in the matter.
 3. An explanation of how the employee has been adversely affected.
 4. A statement of the corrective action requested and the reason the action is appropriate.
- d. An employee may elect to have a representative for assistance in presenting the grievance.
- e. All time limits are business days. In the interest of the prompt resolution of employee complaints, the action at each step of the grievance procedure should be taken as rapidly as possible, but no later than the prescribed time limit. In the event of extenuating circumstances, a time limit may be extended by mutual agreement of the parties at that step.
 1. Grievance hearings will be scheduled at mutually satisfactory times. Grievance hearings are considered compensable hours worked.
 2. No grievances that were not raised at Step 1 may be raised at any subsequent steps.
 3. Grievance information or testimony must be treated in a most discreet manner by all persons involved.
 4. Either the District or the Association may call any employee as a witness, and the District agrees to release said witness from work if he/she is on duty.

3. Exception to the Grievance Procedure

In the case where an employee believes that the overall performance rating or a particular rating received under a performance review is unfair, the employee may discuss his/her concern with the supervisor in an attempt to reach a satisfactory resolution and enter any remarks deemed appropriate in the section provided on the performance review form. The employee may also request a meeting with the department manager to discuss his or her performance review. If a satisfactory resolution is not reached, the employee may initiate a grievance procedure at Step 1 of the procedure and progress to Step 3, if not satisfied.

4. Steps of the Grievance Procedure

Informal

If an employee has a grievance, he/she should discuss the grievance with his/her supervisor. If the employee is not satisfied with the results of his/her meeting with his/her supervisor, the employee should discuss the grievance with his/her non-bargaining unit supervisor. If the employee remains unsatisfied with the results of his/her meeting with the non-bargaining unit supervisor, the grievance shall be settled in the following manner:

Formal

- Step 1: Any eligible employee, with or without his/her Association representative, covered by this Agreement, who has a grievance, shall submit it to the immediate non-bargaining unit supervisor provided that said grievance shall be in writing and signed by the aggrieved employee. The non-bargaining unit supervisor shall give his/her written answer within fifteen (15) business days after such a presentation.
- Step 2: If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Department Head within five (5) business days. The employee may request a meeting with the Department Head within that five (5) day period. If no settlement is reached, the Department Head shall give his/her written answer to the employee within five (5) business days following their meeting or, if there is no meeting, within the fifteen (15) business days of receipt of the grievance by the Department Head.
- Step 3: If the grievance is not settled in Step 2, it shall be referred by the employee in writing to the General Manager within five (5) business days after the Department Head has ruled. A meeting with the General Manager or his/her representative, and the employee with his/her Association representative shall be held at a time mutually agreeable to the parties, within five (5) business days of receipt of the employee's appeal. The General Manager shall give his/her answer in writing to the employee within five (5) business days following the meeting.
- Step 4: If the grievance is not settled in Step 3 and the employee desires to appeal, it shall be referred by the employee in writing to the Board of Directors within five (5) business days after the General Manager has given his/her decision. A hearing with the Board of Directors and the employee with his/her Association representative shall be held at the next regular Board meeting, subject to compliance with agenda posting time requirements under the Ralph M. Brown Act.

The Board of Directors shall give their answer in writing to the employee within five (5) business days following the meeting. The Board of Directors' decision shall be final and binding.

5. No grievance shall be entertained or processed unless it is submitted: (a) within fifteen (15) business days after the employee has become aware of or should have become aware, through the use of reasonable diligence, of the occurrence or the event giving rise to the alleged grievance; except (b) by the end of the day after the District's action in the case of a disciplinary suspension, discharge or demotion. If a grievance is not presented within the time limits set for the above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the District's last answer. If the District does not answer a grievance or an appeal thereof within the specified time limits, the employee may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the District and the employee involved in each step.
6. The final grievance determination made by the immediate supervisor, department head, or General Manager shall have no effect on any other employee, other department or

future work situation. Each grievance decision shall stand on its own and not serve as precedent for other grievance decisions or otherwise limit future management actions.

7. The following personnel rules or regulations, personnel actions, working conditions, or other terms and conditions of employment with the District are not grievable.
 - a. The matter is reviewable under, or subject to some other administrative procedure and/or personnel rules or regulations, or otherwise excluded such as:
 1. Applications for changes in title, job classification, or salary;
 2. Appeals arising from termination of employment during the probationary period;
 3. Performance evaluation;
 4. Disciplinary action;
 5. Workers' compensation issues;
 6. Compensation (application of compensation rules such as overtime compensation);
 7. Relates to the group insurance or retirement programs;
 8. Relates to a "meet and confer" issue or any impasse resulting therefrom.

ARTICLE 20 MERIT INCREASES

All employees shall be eligible for a one-step increase after one year of employment in his/her classification, and each year thereafter on his/her anniversary date, based upon an overall evaluation of satisfactory or better until he/she has reached that classification's top step, after which he/she will no longer be eligible for a merit increase.

In instances where the employee's overall performance has been rated outstanding, the employee's Department Head may recommend to the General Manager a two-step increase.

The anniversary date of an employee shall change if he/she is promoted or reclassified to a higher position, at which time he/she shall be placed at the "A" step of the new classification or to the step closest to a five (5) percent increase in pay, and the anniversary date shall be the date in which the promotion or reclassification became effective. In cases where the employee is due an anniversary increase within sixty (60) days of the promotion or reclassification, the employee may be given an additional five (5) percent increase, subject to the General Manager's approval.

ARTICLE 21 JOB DESCRIPTIONS

Job descriptions will be maintained in the Human Resources Department. Copies of revised job descriptions shall be provided to the position supervisor and incumbent. The District will endeavor to keep job descriptions as current as possible. Where practical, the employee and supervisor will be consulted when the District revises the job descriptions.

ARTICLE 22 STATE DISABILITY INSURANCE

The District will elect to be covered under State Disability Insurance (S.D.I.) for all employees.

ARTICLE 23 WORKERS' COMPENSATION

SECTION 1 - INJURY LEAVE

Injury leave is paid leave granted to an employee while disabled and unable to perform his/her job duties for up to fifteen (15) workdays because of a job-related injury and entitled to Workers' Compensation benefits. This benefit shall be limited to fifteen (15) workdays per employee per calendar year. Injury leave compensation shall equal the difference between 75% of the employee's gross wage rate and the employee's Workers' Compensation temporary disability (TD) benefits.

An employee shall not be entitled to injury leave under the following conditions:

1. Failure to use or wear safety or personal protective equipment in accordance with District rules and regulations;
2. Failure to follow safety rules and regulations;
3. Where the employee's gross negligence or willful misconduct is a primary cause of injury;
4. When the employee, based on the opinion of a treating physician authorized by the District, can and does return to work in a light-duty capacity; or upon investigation, the Human Resources Manager certifies that the appointing authority is able to provide such suitable light-duty employment, and employee refused to accept it.
5. Injury leave shall not be granted for aggravation or recurrence of a diagnosed pre-existing non-service connected physical disability or any physical condition existing prior to employment by the District, nor for recurrences or aggravation of disabilities for which employee has received a permanent disability award or a compromise and release settlement under Workers' Compensation. To the extent employee is otherwise eligible, sick leave may be granted.

SECTION 2 - DISTRICT BENEFIT CONTINUATION

Employees on leave for work-related injury or illness shall continue to accrue CAL Time at their regularly prescribed rate during such absence, but accrual shall not be available to employees until return from leave. Should the employee not return to District employment following his/her injury or illness leave, the employee shall not be entitled to cash payment for those CAL Time hours accrued while on workers' compensation leave. All health benefits will be continued at District expense for the first sixty (60) consecutive work days, or until all the employee's accrued sick and vacation leave and compensatory time are exhausted, whichever is first. Thereafter, the District shall continue all health benefits for the next full premium period.

SECTION 3 - WORKERS' COMPENSATION MEDICAL APPOINTMENTS

Workers' compensation appointments during working hours shall be reviewed by the employee's supervisor. Reasonable time off of work for appointments, including travel time, will not be charged to the employee's CAL Time; however, if the employee's supervisor determines that additional time has been taken off by the employee, the extra time shall be charged to the employee's CAL Time.

ARTICLE 24 RETIREMENT

During the term of this Agreement, employees shall continue to participate in the Public Employees Retirement System in accordance with and subject to the provisions of the

existing contract between the District and the Public Employees Retirement System. The District shall continue to pay the full amount of the employee's contribution.

ARTICLE 25 ASSOCIATION ACCESS

Authorized Association representatives may be granted access to all work locations for the purpose of visitation. Authorized Association representatives desiring such access shall first request permission from the appropriate management staff member in charge of the work location and the Human Resources Manager or in the event of his/her unavailability, the General Manager, at which time the authorized representatives shall inform management personnel or the General Manager for the purpose of the visit. Management personnel or General Manager may deny access to a work location, if it is judged that a visit will interfere with the operations of the District. If access is denied, the Association representatives shall be informed when access will be made available. Such access should not be more than 24 hours, excluding Saturdays, Sundays, and legal holidays, after the time of the Association representative's request, unless mutually agreed to.

ARTICLE 26 MODIFICATIONS, WAIVER

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the District's Board of Directors. The waiver of any breach, term or condition of the Memorandum of Understanding by either part shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 27 PROVISIONS OF LAW

This Memorandum of Understanding is subject to all current and future applicable federal, state and local laws. If any part or provision of the Memorandum of Understanding 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 a tribunal of competent jurisdiction, such applicable law or regulations, and the remainder of the Memorandum of Understanding shall not be affected thereby.

ARTICLE 28 NO REDUCTION

It is agreed that no members of the Association by virtue of adoption of this Agreement on the date of implementation of this agreement shall suffer reduction in wages, or any other items governed by the meet and confer process of Meyers-Milias-Brown Act during the term of this Agreement.

ARTICLE 29 LIFE INSURANCE/AD&D

The District agrees to cover all unit employees with a group life and accidental death and dismemberment plan in the amount of one (1) times the employee's annual income. The District agrees to pay for 100% of the cost of said plan.

ARTICLE 30 NO STRIKE - NO LOCKOUT

SECTION 1

The Association agrees that it will not cause; permit; threaten or participate in any strike, slowdown, boycott, picketing, refusal to work, or any other interference with the operation, management or functions of the District during the life of this Agreement.

SECTION 2

The District agrees not to lockout during the life of this Agreement.

ARTICLE 31 PERSONNEL FILES

The District shall keep a central personnel file for each employee. Job-related and personal information about each employee deemed essential by the Human Resources Manager shall be retained. Supervisors may keep working files, but material not maintained in the central personnel file may not provide the basis for discipline against an employee.

Upon appropriate request, an employee may inspect his/her personnel file(s) subject to the following:

1. Inspection shall occur during working hours at a time and in a manner mutually acceptable to the employee and the District. Upon request, an employee who has a written grievance on file, who is inspecting his/her personnel file with respect to such grievance, may have a representative present during such inspection.
2. Employee requests for copies of material from the personnel file will be granted on a limited basis, up to five (5) pages. When an employee requests more than five (5) pages or a copy of the entire personnel file, they will be required to pay current reproduction copy fees, in accordance with the applicable law. All requests for copies are subject to departmental scheduling.

Employees will be notified when a formal, written warning is placed in their personnel file.

The provisions of this section shall not apply to the employee's separate "miscellaneous" file, which is maintained by the Human Resources Department. The miscellaneous file contains information such as pre-employment documents including reference checks, background investigation results, benefit-related information, and other material that cannot be maintained in the employee's personnel file. Because of the confidential nature of the contents, the miscellaneous file shall not be subject to inspection or copying by the employee.

ARTICLE 32 DISTRICT RIGHTS

It is understood and agreed that the District possesses the sole right and authority to operate and direct the employees of the District and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the District prior to the execution of this Agreement. These rights include, but are not limited to:

1. The right to determine its mission, policies, and to set forth all standards of service offered to the public;
2. To plan, direct, control and determine the operations or services to be conducted by employees of the District;
3. To determine the methods, means, number of personnel needed to carry out the District's mission;
4. To direct the working forces;
5. To hire and assign or to transfer employees within the departments;

6. To promote, suspend, discipline or discharge;
7. To lay off or relieve employees due to lack of work or funds or for other legitimate reasons;
8. To make, publish and enforce rules and regulations;
9. To introduce new or improved methods, equipment or facilities;
10. To take any and all actions as may be necessary to carry out the mission of the District in situations of civil emergency as may be declared by the President of the Board of Directors or the General Manager; provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement.

The Board of Directors has the sole authority to determine the purpose and mission of the District and the amount of budget to be adopted thereto.

ARTICLE 33 SUBCONTRACTING/MERGER CLAUSE

It is the general policy of the District to continue to utilize its employees to perform work they are qualified to perform. However, the District reserves the right to contract out work it deems necessary in the interest of efficiency, economy, service levels, or emergency. Should the District elect to subcontract or merge any of its operational functions, the following provisions shall apply:

The District and/or the Contractor/Merging Entity shall determine which employees and/or positions will be retained, and will reserve the right to replace existing employees. Employees who have a minimum of one year of service and who are laid off as a result of a contractual agreement or merger with a third party and not rehired by the contract/merging entity, shall be compensated with severance pay equal to one (1) month of salary for each full year of service, not to exceed six (6) months' pay. This provision shall apply only during the first ninety (90) days of the contract/merger.

Payment shall be in one lump sum on the employee's separation date. Employees laid off as a result of a contractual agreement or merger with a third party shall not be eligible to the rights or provision outlined in the Personnel Reduction section contained in this contract. Individual employees who are laid off for reasons other than subcontracting or a merger shall not be entitled to the provisions of this Article, but shall be subject to the Personnel Reduction section contained in this Agreement.

ARTICLE 34 GENDER

Wherever the male gender is used in this Agreement, it shall be construed to include male and female employees.

ARTICLE 35 FLEXIBLE BENEFITS PROGRAM

The District will maintain a Flexible Benefits Program in accordance with applicable IRS statutes in order to provide employees the greatest possible tax benefit. Included in the Flexible Benefits Program are reimbursement accounts for medical and dental plan deductibles and co-payments; orthodontia; hearing exams and aids, and other health care expenses not covered by existing medical and dental coverage. Additional elements of the

Program may include reimbursement accounts consisting of child/dependent care and nursery school, and other viable options.

ARTICLE 36 COMPUTER LOAN PROGRAM

The District will develop and implement policies and procedures under which unit members (except probationary, temporary, substitute, and casual employees) may be granted loans from the District (not to exceed \$2,500 per unit member) to be used to purchase computers, equipment related to home computers, personal digital assistants (PDAs), and digital cameras, in accordance with District Computer Purchase guidelines. The loans will be interest free to the unit members while they remain employed by the District. The total amount of money to be loaned at any given time shall not exceed \$30,000, with participation on a first-come, first-serve basis. In order to be eligible for approval of a loan application by the District, each unit member must agree to:

1. Sign a written promissory note and agreement to repay the loan by voluntary payroll deduction over a period not to exceed 40 pay periods;
2. Full voluntary deduction of any unpaid balance from a separating unit member's final paycheck and/or payment from accrued, but unpaid leave or compensation time or any other sums due to the separating unit member from the District;
3. Completion of a training program regarding use of the purchased equipment, at the employee's expense, to balance District interest costs; and
4. To such other conditions as the District may implement regarding this program.

The training program must be approved in advance by the District. Consideration will be on a first-come, first-serve basis, and a unit member is eligible for only one loan at a time. A separating unit member shall remain responsible for repaying any portion of the unpaid balance of the loan after deductions from closing payments by the District. Beginning with the date of separation, the unpaid balance will accrue interest at the legal rate. The equipment purchased must be shown to be compatible with District standard application software and hardware, as determined by the Computer Committee established by the District. The District will not be responsible for "troubleshooting" the equipment, for the repair, maintenance, or replacement of any equipment purchased under this program.

ARTICLE 37 FAMILY CARE LEAVE

The District agrees to recognize and implement state and federal law regarding family and medical leave entitlement, as set forth in the District's Personnel Manual. The District may take such action as may be necessary to maintain compliance with that law, as it may be amended.

ARTICLE 38 ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the District and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be

obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

SIGNATURE PAGE

APPROVED by the Board of Directors of the Ramona Municipal Water District at a regular Board meeting held on January 8, 2008.

RAMONA MUNICIPAL WATER DISTRICT:



Robert Krysak, President

1/11/08

Date

ATTEST:



Jim Robinson, Secretary

1-11-08

Date


**RAMONA MUNICIPAL WATER DISTRICT
EMPLOYEE ASSOCIATION
NEGOTIATING TEAM:**



Jon Miller, President, RMWDEA

1-11-08


Date



Gary Walker, Vice President, RMWDEA

1-11-08

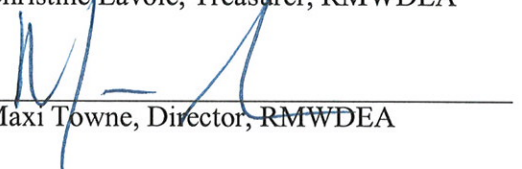
Date



Christine Lavoie, Treasurer, RMWDEA

1-11-08

Date



Maxi Towne, Director, RMWDEA

1-11-08

Date

APPENDIX A
 Ramona Municipal Water District
 Association Salary Schedule
 (January 1, 2008)

CLASSIFICATION	Salary Grade	HOURLY PAY RANGE		BIWEEKLY PAY RANGE		MONTHLY PAY RANGE		ANNUAL PAY RANGE	
		Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
<i>Accounting Technician III</i>	17	\$17.68	\$22.58	\$1,414.40	\$1,806.40	\$3,064.53	\$3,913.87	\$36,774.40	\$46,966.40
<i>Collection System Supervisor</i>	35-40	\$27.41	\$39.55	\$2,192.80	\$3,164.00	\$4,751.07	\$6,855.33	\$57,012.80	\$82,264.00
<i>Collection System Worker I/II</i>	15/19	\$16.85	\$23.68	\$1,348.00	\$1,894.40	\$2,920.67	\$4,104.53	\$35,048.00	\$49,254.40
<i>Collection System Worker III</i>	26	\$21.95	\$28.02	\$1,756.00	\$2,241.60	\$3,804.67	\$4,856.80	\$45,656.00	\$58,281.60
<i>Customer Service Representative I/II</i>	7/11	\$13.91	\$19.53	\$1,112.80	\$1,562.40	\$2,411.07	\$3,385.20	\$28,932.80	\$40,622.40
<i>Customer Service Representative III</i>	15	\$16.85	\$21.50	\$1,348.00	\$1,720.00	\$2,920.67	\$3,726.67	\$35,048.00	\$44,720.00
<i>Electrical/Instrumentation Technician</i>	32	\$25.40	\$32.41	\$2,032.00	\$2,592.80	\$4,402.67	\$5,617.73	\$52,832.00	\$67,412.80
<i>Engineering GIS Specialist I/II</i>	28/34	\$23.08	\$34.11	\$1,846.40	\$2,728.80	\$4,000.53	\$5,912.40	\$48,006.40	\$70,948.80
<i>Engineering Technician I</i>	21	\$19.47	\$24.85	\$1,557.60	\$1,988.00	\$3,374.80	\$4,307.33	\$40,497.60	\$51,688.00
<i>Engineering Technician III</i>	26	\$21.95	\$28.02	\$1,756.00	\$2,241.60	\$3,804.67	\$4,856.80	\$45,656.00	\$58,281.60
<i>Equipment Maintenance Mechanic I/II</i>	19/23	\$18.56	\$26.07	\$1,484.80	\$2,085.60	\$3,217.07	\$4,518.80	\$38,604.80	\$54,225.60
<i>Fire Inspector</i>	18	\$18.11	\$23.15	\$1,448.80	\$1,852.00	\$3,139.07	\$4,012.67	\$37,668.80	\$48,152.00
<i>Front Desk Coordinator</i>	13	\$16.05	\$20.53	\$1,284.00	\$1,642.40	\$2,782.00	\$3,558.53	\$33,384.00	\$42,702.40
<i>General Services Clerk I/II</i>	7/11	\$13.91	\$19.53	\$1,112.80	\$1,562.40	\$2,411.07	\$3,385.20	\$28,932.80	\$40,622.40
<i>Laboratory Analyst I/II</i>	23/27	\$20.43	\$28.74	\$1,634.40	\$2,299.20	\$3,541.20	\$4,981.60	\$42,494.40	\$59,779.20
<i>Laboratory Analyst III</i>	30	\$24.23	\$30.95	\$1,938.40	\$2,476.00	\$4,199.87	\$5,364.67	\$50,398.40	\$64,376.00
<i>Meter Services Supervisor</i>	35-40	\$27.41	\$39.55	\$2,192.80	\$3,164.00	\$4,751.07	\$6,855.33	\$57,012.80	\$82,264.00
<i>Meter Services Worker I/II</i>	15/19	\$16.85	\$23.68	\$1,348.00	\$1,894.40	\$2,920.67	\$4,104.53	\$35,048.00	\$49,254.40
<i>Meter Services Worker III</i>	26	\$21.95	\$28.02	\$1,756.00	\$2,241.60	\$3,804.67	\$4,856.80	\$45,656.00	\$58,281.60
<i>Purchasing/Warehouse Assistant I/II</i>	17/21	\$17.68	\$24.85	\$1,414.40	\$1,988.00	\$3,064.53	\$4,307.33	\$36,774.40	\$51,688.00
<i>Purchasing/Warehouse Supervisor</i>	35-40	\$27.41	\$39.55	\$2,192.80	\$3,164.00	\$4,751.07	\$6,855.33	\$57,012.80	\$82,264.00
<i>System Operator I/II</i>	23/27	\$20.43	\$28.74	\$1,634.40	\$2,299.20	\$3,541.20	\$4,981.60	\$42,494.40	\$59,779.20
<i>System Operator III</i>	30	\$24.23	\$30.95	\$1,938.40	\$2,476.00	\$4,199.87	\$5,364.67	\$50,398.40	\$64,376.00
<i>Systems Supervisor</i>	35-40	\$27.41	\$39.55	\$2,192.80	\$3,164.00	\$4,751.07	\$6,855.33	\$57,012.80	\$82,264.00
<i>Utility Supervisor</i>	35-40	\$27.41	\$39.55	\$2,192.80	\$3,164.00	\$4,751.07	\$6,855.33	\$57,012.80	\$82,264.00
<i>Utility Worker I/II</i>	15/19	\$16.85	\$23.68	\$1,348.00	\$1,894.40	\$2,920.67	\$4,104.53	\$35,048.00	\$49,254.40
<i>Utility Worker III</i>	26	\$21.95	\$28.02	\$1,756.00	\$2,241.60	\$3,804.67	\$4,856.80	\$45,656.00	\$58,281.60
<i>Wastewater Operator-in-Training</i>	19	\$18.56	\$23.68	\$1,484.80	\$1,894.40	\$3,217.07	\$4,104.53	\$38,604.80	\$49,254.40
<i>Wastewater Treatment Operator I/II</i>	23/27	\$20.43	\$28.74	\$1,634.40	\$2,299.20	\$3,541.20	\$4,981.60	\$42,494.40	\$59,779.20
<i>Wastewater Treatment Operator III</i>	30	\$24.23	\$30.95	\$1,938.40	\$2,476.00	\$4,199.87	\$5,364.67	\$50,398.40	\$64,376.00
<i>Wastewater Treatment Supervisor</i>	35-40	\$27.41	\$39.55	\$2,192.80	\$3,164.00	\$4,751.07	\$6,855.33	\$57,012.80	\$82,264.00
<i>Water Resources Specialist I/II</i>	15/19	\$16.85	\$23.68	\$1,348.00	\$1,894.40	\$2,920.67	\$4,104.53	\$35,048.00	\$49,254.40
<i>Waterworks Mechanic I/II</i>	26/32	\$21.95	\$32.41	\$1,756.00	\$2,592.80	\$3,804.67	\$5,617.73	\$45,656.00	\$67,412.80

APPENDIX A
 Ramona Municipal Water District
 Association Salary Schedule
 (January 1, 2009)

CLASSIFICATION	Salary Grade	HOURLY PAY RANGE		BIWEEKLY PAY RANGE		MONTHLY PAY RANGE		ANNUAL PAY RANGE	
		Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
<i>Accounting Technician III</i>	17	\$18.30	\$23.37	\$1,464.00	\$1,869.60	\$ 3,172.00	\$ 4,050.80	\$38,064.00	\$48,609.60
<i>Collection System Supervisor</i>	35-40	\$28.37	\$40.93	\$2,269.60	\$3,274.40	\$ 4,917.47	\$ 7,094.53	\$59,009.60	\$85,134.40
<i>Collection System Worker I/II</i>	15/19	\$17.44	\$24.51	\$1,395.20	\$1,960.80	\$ 3,022.93	\$ 4,248.40	\$36,275.20	\$50,980.80
<i>Collection System Worker III</i>	26	\$22.72	\$29.00	\$1,817.60	\$2,320.00	\$ 3,938.13	\$ 5,026.67	\$47,257.60	\$60,320.00
<i>Customer Service Representative I/II</i>	7/11	\$14.40	\$20.21	\$1,152.00	\$1,616.80	\$ 2,496.00	\$ 3,503.07	\$29,952.00	\$42,036.80
<i>Customer Service Representative III</i>	15	\$17.44	\$22.25	\$1,395.20	\$1,780.00	\$ 3,022.93	\$ 3,856.67	\$36,275.20	\$46,280.00
<i>Electrical/Instrumentation Technician</i>	32	\$26.29	\$33.54	\$2,103.20	\$2,683.20	\$ 4,556.93	\$ 5,813.60	\$54,683.20	\$69,763.20
<i>Engineering GIS Specialist I/II</i>	28/34	\$23.89	\$35.30	\$1,911.20	\$2,824.00	\$ 4,140.93	\$ 6,118.67	\$49,691.20	\$73,424.00
<i>Engineering Inspector</i>	26	\$22.72	\$29.00	\$1,817.60	\$2,320.00	\$ 3,938.13	\$ 5,026.67	\$47,257.60	\$60,320.00
<i>Engineering Technician</i>	21	\$20.15	\$25.72	\$1,612.00	\$2,057.60	\$ 3,492.67	\$ 4,458.13	\$41,912.00	\$53,497.60
<i>Equipment Maintenance Mechanic I/II</i>	19/23	\$19.21	\$26.98	\$1,536.80	\$2,158.40	\$ 3,329.73	\$ 4,676.53	\$39,956.80	\$56,118.40
<i>Fire Inspector</i>	18	\$18.74	\$23.96	\$1,499.20	\$1,916.80	\$ 3,248.27	\$ 4,153.07	\$38,979.20	\$49,836.80
<i>Front Desk Coordinator</i>	13	\$16.61	\$21.25	\$1,328.80	\$1,700.00	\$ 2,879.07	\$ 3,683.33	\$34,548.80	\$44,200.00
<i>General Services Clerk I/II</i>	7/11	\$14.40	\$20.21	\$1,152.00	\$1,616.80	\$ 2,496.00	\$ 3,503.07	\$29,952.00	\$42,036.80
<i>Laboratory Analyst I/II</i>	23/27	\$21.15	\$29.75	\$1,692.00	\$2,380.00	\$ 3,666.00	\$ 5,156.67	\$43,992.00	\$61,880.00
<i>Laboratory Analyst III</i>	30	\$25.08	\$32.03	\$2,006.40	\$2,562.40	\$ 4,347.20	\$ 5,551.87	\$52,166.40	\$66,622.40
<i>Meter Services Supervisor</i>	35-40	\$28.37	\$40.93	\$2,269.60	\$3,274.40	\$ 4,917.47	\$ 7,094.53	\$59,009.60	\$85,134.40
<i>Meter Services Worker I/II</i>	15/19	\$17.44	\$24.51	\$1,395.20	\$1,960.80	\$ 3,022.93	\$ 4,248.40	\$36,275.20	\$50,980.80
<i>Meter Services Worker III</i>	26	\$22.72	\$29.00	\$1,817.60	\$2,320.00	\$ 3,938.13	\$ 5,026.67	\$47,257.60	\$60,320.00
<i>Purchasing/Warehouse Assistant I/II</i>	17/21	\$18.30	\$25.72	\$1,464.00	\$2,057.60	\$ 3,172.00	\$ 4,458.13	\$38,064.00	\$53,497.60
<i>Purchasing/Warehouse Supervisor</i>	35-40	\$28.37	\$40.93	\$2,269.60	\$3,274.40	\$ 4,917.47	\$ 7,094.53	\$59,009.60	\$85,134.40
<i>System Operator I/II</i>	23/27	\$21.15	\$29.75	\$1,692.00	\$2,380.00	\$ 3,666.00	\$ 5,156.67	\$43,992.00	\$61,880.00
<i>System Operator III</i>	30	\$25.08	\$32.03	\$2,006.40	\$2,562.40	\$ 4,347.20	\$ 5,551.87	\$52,166.40	\$66,622.40
<i>Systems Supervisor</i>	35-40	\$28.37	\$40.93	\$2,269.60	\$3,274.40	\$ 4,917.47	\$ 7,094.53	\$59,009.60	\$85,134.40
<i>Utility Supervisor</i>	35-40	\$28.37	\$40.93	\$2,269.60	\$3,274.40	\$ 4,917.47	\$ 7,094.53	\$59,009.60	\$85,134.40
<i>Utility Worker I/II</i>	15/19	\$17.44	\$24.51	\$1,395.20	\$1,960.80	\$ 3,022.93	\$ 4,248.40	\$36,275.20	\$50,980.80
<i>Utility Worker III</i>	26	\$22.72	\$29.00	\$1,817.60	\$2,320.00	\$ 3,938.13	\$ 5,026.67	\$47,257.60	\$60,320.00
<i>Wastewater Operator-in-Training</i>	19	\$19.21	\$24.51	\$1,536.80	\$1,960.80	\$ 3,329.73	\$ 4,248.40	\$39,956.80	\$50,980.80
<i>Wastewater Treatment Operator I/II</i>	23/27	\$21.15	\$29.75	\$1,692.00	\$2,380.00	\$ 3,666.00	\$ 5,156.67	\$43,992.00	\$61,880.00
<i>Wastewater Treatment Operator III</i>	30	\$25.08	\$32.03	\$2,006.40	\$2,562.40	\$ 4,347.20	\$ 5,551.87	\$52,166.40	\$66,622.40
<i>Wastewater Treatment Supervisor</i>	35-40	\$28.37	\$40.93	\$2,269.60	\$3,274.40	\$ 4,917.47	\$ 7,094.53	\$59,009.60	\$85,134.40
<i>Water Resources Specialist I/II</i>	15/19	\$17.44	\$24.51	\$1,395.20	\$1,960.80	\$ 3,022.93	\$ 4,248.40	\$36,275.20	\$50,980.80
<i>Waterworks Mechanic I/II</i>	26/32	\$22.72	\$33.54	\$1,817.60	\$2,683.20	\$ 3,938.13	\$ 5,813.60	\$47,257.60	\$69,763.20

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 Ramona Municipal Water District
 Association Salary Schedule
 (January 1, 2010)

CLASSIFICATION	Salary Grade	HOURLY PAY RANGE		BIWEEKLY PAY RANGE		MONTHLY PAY RANGE		ANNUAL PAY RANGE	
		Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
<i>Accounting Technician III</i>	17	\$18.94	\$24.19	\$1,515.20	\$1,935.20	\$ 3,282.93	\$ 4,192.93	\$39,395.20	\$50,315.20
<i>Collection System Supervisor</i>	35-40	\$29.36	\$42.36	\$2,348.80	\$3,388.80	\$ 5,089.07	\$ 7,342.40	\$61,068.80	\$88,108.80
<i>Collection System Worker I/II</i>	15/19	\$18.05	\$25.37	\$1,444.00	\$2,029.60	\$ 3,128.67	\$ 4,397.47	\$37,544.00	\$52,769.60
<i>Collection System Worker III</i>	26	\$23.52	\$30.02	\$1,881.60	\$2,401.60	\$ 4,076.80	\$ 5,203.47	\$48,921.60	\$62,441.60
<i>Customer Service Representative I/II</i>	7/11	\$14.90	\$20.92	\$1,192.00	\$1,673.60	\$ 2,582.67	\$ 3,626.13	\$30,992.00	\$43,513.60
<i>Customer Service Representative III</i>	15	\$18.05	\$23.03	\$1,444.00	\$1,842.40	\$ 3,128.67	\$ 3,991.87	\$37,544.00	\$47,902.40
<i>Electrical/Instrumentation Technician</i>	32	\$27.21	\$34.71	\$2,176.80	\$2,776.80	\$ 4,716.40	\$ 6,016.40	\$56,596.80	\$72,196.80
<i>Engineering GIS Specialist I/II</i>	28/34	\$24.73	\$36.54	\$1,978.40	\$2,923.20	\$ 4,286.53	\$ 6,333.60	\$51,438.40	\$76,003.20
<i>Engineering Inspector</i>	26	\$23.52	\$30.02	\$1,881.60	\$2,401.60	\$ 4,076.80	\$ 5,203.47	\$48,921.60	\$62,441.60
<i>Engineering Technician</i>	21	\$20.86	\$26.62	\$1,668.80	\$2,129.60	\$ 3,615.73	\$ 4,614.13	\$43,388.80	\$55,369.60
<i>Equipment Maintenance Mechanic I/II</i>	19/23	\$19.88	\$27.92	\$1,590.40	\$2,233.60	\$ 3,445.87	\$ 4,839.47	\$41,350.40	\$58,073.60
<i>Fire Inspector</i>	18	\$19.40	\$24.80	\$1,552.00	\$1,984.00	\$ 3,362.67	\$ 4,298.67	\$40,352.00	\$51,584.00
<i>Front Desk Coordinator</i>	13	\$17.19	\$21.99	\$1,375.20	\$1,759.20	\$ 2,979.60	\$ 3,811.60	\$35,755.20	\$45,739.20
<i>Laboratory Analyst I/II</i>	23/27	\$21.89	\$30.79	\$1,751.20	\$2,463.20	\$ 3,794.27	\$ 5,336.93	\$45,531.20	\$64,043.20
<i>Laboratory Analyst III</i>	30	\$25.96	\$33.15	\$2,076.80	\$2,652.00	\$ 4,499.73	\$ 5,746.00	\$53,996.80	\$68,952.00
<i>Meter Services Supervisor</i>	35-40	\$29.36	\$42.36	\$2,348.80	\$3,388.80	\$ 5,089.07	\$ 7,342.40	\$61,068.80	\$88,108.80
<i>Meter Services Worker I/II</i>	15/19	\$18.05	\$25.37	\$1,444.00	\$2,029.60	\$ 3,128.67	\$ 4,397.47	\$37,544.00	\$52,769.60
<i>Meter Services Worker III</i>	26	\$23.52	\$30.02	\$1,881.60	\$2,401.60	\$ 4,076.80	\$ 5,203.47	\$48,921.60	\$62,441.60
<i>Purchasing/Warehouse Assistant I/II</i>	17/21	\$18.94	\$26.62	\$1,515.20	\$2,129.60	\$ 3,282.93	\$ 4,614.13	\$39,395.20	\$55,369.60
<i>Purchasing/Warehouse Supervisor</i>	35-40	\$29.36	\$42.36	\$2,348.80	\$3,388.80	\$ 5,089.07	\$ 7,342.40	\$61,068.80	\$88,108.80
<i>System Operator I/II</i>	23/27	\$21.89	\$30.79	\$1,751.20	\$2,463.20	\$ 3,794.27	\$ 5,336.93	\$45,531.20	\$64,043.20
<i>System Operator III</i>	30	\$25.96	\$33.15	\$2,076.80	\$2,652.00	\$ 4,499.73	\$ 5,746.00	\$53,996.80	\$68,952.00
<i>Systems Supervisor</i>	35-40	\$29.36	\$42.36	\$2,348.80	\$3,388.80	\$ 5,089.07	\$ 7,342.40	\$61,068.80	\$88,108.80
<i>Utility Supervisor</i>	35-40	\$29.36	\$42.36	\$2,348.80	\$3,388.80	\$ 5,089.07	\$ 7,342.40	\$61,068.80	\$88,108.80
<i>Utility Worker I/II</i>	15/19	\$18.05	\$25.37	\$1,444.00	\$2,029.60	\$ 3,128.67	\$ 4,397.47	\$37,544.00	\$52,769.60
<i>Utility Worker III</i>	26	\$23.52	\$30.02	\$1,881.60	\$2,401.60	\$ 4,076.80	\$ 5,203.47	\$48,921.60	\$62,441.60
<i>Wastewater Operator-in-Training</i>	19	\$19.88	\$25.37	\$1,590.40	\$2,029.60	\$ 3,445.87	\$ 4,397.47	\$41,350.40	\$52,769.60
<i>Wastewater Treatment Operator I/II</i>	23/27	\$21.89	\$30.79	\$1,751.20	\$2,463.20	\$ 3,794.27	\$ 5,336.93	\$45,531.20	\$64,043.20
<i>Wastewater Treatment Operator III</i>	30	\$25.96	\$33.15	\$2,076.80	\$2,652.00	\$ 4,499.73	\$ 5,746.00	\$53,996.80	\$68,952.00
<i>Wastewater Treatment Supervisor</i>	35-40	\$29.36	\$42.36	\$2,348.80	\$3,388.80	\$ 5,089.07	\$ 7,342.40	\$61,068.80	\$88,108.80
<i>Water Resources Specialist I/II</i>	15/19	\$18.05	\$25.37	\$1,444.00	\$2,029.60	\$ 3,128.67	\$ 4,397.47	\$37,544.00	\$52,769.60
<i>Waterworks Mechanic I/II</i>	26/32	\$23.52	\$34.71	\$1,881.60	\$2,776.80	\$ 4,076.80	\$ 6,016.40	\$48,921.60	\$72,196.80

APPENDIX A
 Ramona Municipal Water District
 Association Salary Schedule
 (January 1, 2011)

CLASSIFICATION	Salary Grade	HOURLY PAY RANGE		BIWEEKLY PAY RANGE		MONTHLY PAY RANGE		ANNUAL PAY RANGE	
		Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
<i>Accounting Technician III</i>	17	\$19.60	\$25.04	\$1,568.00	\$2,003.20	\$ 3,397.33	\$ 4,340.27	\$40,768.00	\$52,083.20
<i>Collection System Supervisor</i>	35-40	\$30.39	\$43.84	\$2,431.20	\$3,507.20	\$ 5,267.60	\$ 7,598.93	\$63,211.20	\$91,187.20
<i>Collection System Worker I/II</i>	15/19	\$18.68	\$26.26	\$1,494.40	\$2,100.80	\$ 3,237.87	\$ 4,551.73	\$38,854.40	\$54,620.80
<i>Collection System Worker III</i>	26	\$24.34	\$31.07	\$1,947.20	\$2,485.60	\$ 4,218.93	\$ 5,385.47	\$50,627.20	\$64,625.60
<i>Customer Service Representative I/II</i>	7/11	\$15.42	\$21.65	\$1,233.60	\$1,732.00	\$ 2,672.80	\$ 3,752.67	\$32,073.60	\$45,032.00
<i>Customer Service Representative III</i>	15	\$18.68	\$23.84	\$1,494.40	\$1,907.20	\$ 3,237.87	\$ 4,132.27	\$38,854.40	\$49,587.20
<i>Electrical/Instrumentation Technician</i>	32	\$28.16	\$35.92	\$2,252.80	\$2,873.60	\$ 4,881.07	\$ 6,226.13	\$58,572.80	\$74,713.60
<i>Engineering GIS Specialist I/II</i>	28/34	\$25.60	\$37.82	\$2,048.00	\$3,025.60	\$ 4,437.33	\$ 6,555.47	\$53,248.00	\$78,665.60
<i>Engineering Inspector</i>	26	\$24.34	\$31.07	\$1,947.20	\$2,485.60	\$ 4,218.93	\$ 5,385.47	\$50,627.20	\$64,625.60
<i>Engineering Technician</i>	21	\$21.59	\$27.55	\$1,727.20	\$2,204.00	\$ 3,742.27	\$ 4,775.33	\$44,907.20	\$57,304.00
<i>Equipment Maintenance Mechanic I/II</i>	19/23	\$20.58	\$28.90	\$1,646.40	\$2,312.00	\$ 3,567.20	\$ 5,009.33	\$42,806.40	\$60,112.00
<i>Fire Inspector</i>	18	\$20.08	\$25.67	\$1,606.40	\$2,053.60	\$ 3,480.53	\$ 4,449.47	\$41,766.40	\$53,393.60
<i>Front Desk Coordinator</i>	13	\$17.79	\$22.76	\$1,423.20	\$1,820.80	\$ 3,083.60	\$ 3,945.07	\$37,003.20	\$47,340.80
<i>Laboratory Analyst I/II</i>	23/27	\$22.66	\$31.87	\$1,812.80	\$2,549.60	\$ 3,927.73	\$ 5,524.13	\$47,132.80	\$66,289.60
<i>Laboratory Analyst III</i>	30	\$26.87	\$34.31	\$2,149.60	\$2,744.80	\$ 4,657.47	\$ 5,947.07	\$55,889.60	\$71,364.80
<i>Meter Services Supervisor</i>	35-40	\$30.39	\$43.84	\$2,431.20	\$3,507.20	\$ 5,267.60	\$ 7,598.93	\$63,211.20	\$91,187.20
<i>Meter Services Worker I/II</i>	15/19	\$18.68	\$26.26	\$1,494.40	\$2,100.80	\$ 3,237.87	\$ 4,551.73	\$38,854.40	\$54,620.80
<i>Meter Services Worker III</i>	26	\$24.34	\$31.07	\$1,947.20	\$2,485.60	\$ 4,218.93	\$ 5,385.47	\$50,627.20	\$64,625.60
<i>Purchasing/Warehouse Assistant I/II</i>	17/21	\$19.60	\$27.55	\$1,568.00	\$2,204.00	\$ 3,397.33	\$ 4,775.33	\$40,768.00	\$57,304.00
<i>Purchasing/Warehouse Supervisor</i>	35-40	\$30.39	\$43.84	\$2,431.20	\$3,507.20	\$ 5,267.60	\$ 7,598.93	\$63,211.20	\$91,187.20
<i>System Operator I/II</i>	23/27	\$22.66	\$31.87	\$1,812.80	\$2,549.60	\$ 3,927.73	\$ 5,524.13	\$47,132.80	\$66,289.60
<i>System Operator III</i>	30	\$26.87	\$34.31	\$2,149.60	\$2,744.80	\$ 4,657.47	\$ 5,947.07	\$55,889.60	\$71,364.80
<i>Systems Supervisor</i>	35-40	\$30.39	\$43.84	\$2,431.20	\$3,507.20	\$ 5,267.60	\$ 7,598.93	\$63,211.20	\$91,187.20
<i>Utility Supervisor</i>	35-40	\$30.39	\$43.84	\$2,431.20	\$3,507.20	\$ 5,267.60	\$ 7,598.93	\$63,211.20	\$91,187.20
<i>Utility Worker I/II</i>	15/19	\$18.68	\$26.26	\$1,494.40	\$2,100.80	\$ 3,237.87	\$ 4,551.73	\$38,854.40	\$54,620.80
<i>Utility Worker III</i>	26	\$24.34	\$31.07	\$1,947.20	\$2,485.60	\$ 4,218.93	\$ 5,385.47	\$50,627.20	\$64,625.60
<i>Wastewater Operator-in-Training</i>	19	\$20.58	\$26.26	\$1,646.40	\$2,100.80	\$ 3,567.20	\$ 4,551.73	\$42,806.40	\$54,620.80
<i>Wastewater Treatment Operator I/II</i>	23/27	\$22.66	\$31.87	\$1,812.80	\$2,549.60	\$ 3,927.73	\$ 5,524.13	\$47,132.80	\$66,289.60
<i>Wastewater Treatment Operator III</i>	30	\$26.87	\$34.31	\$2,149.60	\$2,744.80	\$ 4,657.47	\$ 5,947.07	\$55,889.60	\$71,364.80
<i>Wastewater Treatment Supervisor</i>	35-40	\$30.39	\$43.84	\$2,431.20	\$3,507.20	\$ 5,267.60	\$ 7,598.93	\$63,211.20	\$91,187.20
<i>Water Resources Specialist I/II</i>	15/19	\$18.68	\$26.26	\$1,494.40	\$2,100.80	\$ 3,237.87	\$ 4,551.73	\$38,854.40	\$54,620.80
<i>Waterworks Mechanic I/II</i>	26/32	\$24.34	\$35.92	\$1,947.20	\$2,873.60	\$ 4,218.93	\$ 6,226.13	\$50,627.20	\$74,713.60

APPENDIX A
 Ramona Municipal Water District
 Association Salary Schedule
 (January 1, 2012)

CLASSIFICATION	Salary Grade	HOURLY PAY RANGE		BIWEEKLY PAY RANGE		MONTHLY PAY RANGE		ANNUAL PAY RANGE	
		Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
<i>Accounting Technician III</i>	17	\$19.80	\$25.29	\$1,584.00	\$2,023.20	\$ 3,432.00	\$ 4,383.60	\$41,184.00	\$52,603.20
<i>Collection System Supervisor</i>	35-40	\$30.69	\$44.28	\$2,455.20	\$3,542.40	\$ 5,319.60	\$ 7,675.20	\$63,835.20	\$92,102.40
<i>Collection System Worker I/II</i>	15/19	\$18.87	\$26.52	\$1,509.60	\$2,121.60	\$ 3,270.80	\$ 4,596.80	\$39,249.60	\$55,161.60
<i>Collection System Worker III</i>	26	\$24.58	\$31.38	\$1,966.40	\$2,510.40	\$ 4,260.53	\$ 5,439.20	\$51,126.40	\$65,270.40
<i>Customer Service Representative I/II</i>	7/11	\$15.57	\$21.87	\$1,245.60	\$1,749.60	\$ 2,698.80	\$ 3,790.80	\$32,385.60	\$45,489.60
<i>Customer Service Representative III</i>	15	\$18.87	\$24.08	\$1,509.60	\$1,926.40	\$ 3,270.80	\$ 4,173.87	\$39,249.60	\$50,086.40
<i>Electrical/Instrumentation Technician</i>	32	\$28.44	\$36.28	\$2,275.20	\$2,902.40	\$ 4,929.60	\$ 6,288.53	\$59,155.20	\$75,462.40
<i>Engineering GIS Specialist I/II</i>	28/34	\$25.86	\$38.20	\$2,068.80	\$3,056.00	\$ 4,482.40	\$ 6,621.33	\$53,788.80	\$79,456.00
<i>Engineering Technician</i>	21	\$21.81	\$27.83	\$1,744.80	\$2,226.40	\$ 3,780.40	\$ 4,823.87	\$45,364.80	\$57,886.40
<i>Equipment Maintenance Mechanic I/II</i>	19/23	\$20.79	\$29.19	\$1,663.20	\$2,335.20	\$ 3,603.60	\$ 5,059.60	\$43,243.20	\$60,715.20
<i>Fire Prevention Specialist</i>	26	\$24.58	\$31.38	\$1,966.40	\$2,510.40	\$ 4,260.53	\$ 5,439.20	\$51,126.40	\$65,270.40
<i>Front Desk Coordinator</i>	13	\$17.97	\$22.99	\$1,437.60	\$1,839.20	\$ 3,114.80	\$ 3,984.93	\$37,377.60	\$47,819.20
<i>Laboratory Analyst I/II</i>	23/27	\$22.89	\$32.19	\$1,831.20	\$2,575.20	\$ 3,967.60	\$ 5,579.60	\$47,611.20	\$66,955.20
<i>Meter Services Supervisor</i>	35-40	\$30.69	\$44.28	\$2,455.20	\$3,542.40	\$ 5,319.60	\$ 7,675.20	\$63,835.20	\$92,102.40
<i>Meter Services Worker I/II</i>	15/19	\$18.87	\$26.52	\$1,509.60	\$2,121.60	\$ 3,270.80	\$ 4,596.80	\$39,249.60	\$55,161.60
<i>Meter Services Worker III</i>	26	\$24.58	\$31.38	\$1,966.40	\$2,510.40	\$ 4,260.53	\$ 5,439.20	\$51,126.40	\$65,270.40
<i>Purchasing/Warehouse Assistant I/II</i>	17/21	\$19.80	\$27.83	\$1,584.00	\$2,226.40	\$ 3,432.00	\$ 4,823.87	\$41,184.00	\$57,886.40
<i>Purchasing/Warehouse Supervisor</i>	35-40	\$30.69	\$44.28	\$2,455.20	\$3,542.40	\$ 5,319.60	\$ 7,675.20	\$63,835.20	\$92,102.40
<i>System Operator I/II</i>	23/27	\$22.89	\$32.19	\$1,831.20	\$2,575.20	\$ 3,967.60	\$ 5,579.60	\$47,611.20	\$66,955.20
<i>System Operator III</i>	30	\$27.14	\$34.65	\$2,171.20	\$2,772.00	\$ 4,704.27	\$ 6,006.00	\$56,451.20	\$72,072.00
<i>Systems Supervisor</i>	35-40	\$30.69	\$44.28	\$2,455.20	\$3,542.40	\$ 5,319.60	\$ 7,675.20	\$63,835.20	\$92,102.40
<i>Utility Supervisor</i>	35-40	\$30.69	\$44.28	\$2,455.20	\$3,542.40	\$ 5,319.60	\$ 7,675.20	\$63,835.20	\$92,102.40
<i>Utility Worker I/II</i>	15/19	\$18.87	\$26.52	\$1,509.60	\$2,121.60	\$ 3,270.80	\$ 4,596.80	\$39,249.60	\$55,161.60
<i>Utility Worker III</i>	26	\$24.58	\$31.38	\$1,966.40	\$2,510.40	\$ 4,260.53	\$ 5,439.20	\$51,126.40	\$65,270.40
<i>Wastewater Treatment Operator I/II</i>	23/27	\$22.89	\$32.19	\$1,831.20	\$2,575.20	\$ 3,967.60	\$ 5,579.60	\$47,611.20	\$66,955.20
<i>Wastewater Treatment Operator III</i>	30	\$27.14	\$34.65	\$2,171.20	\$2,772.00	\$ 4,704.27	\$ 6,006.00	\$56,451.20	\$72,072.00
<i>Wastewater Treatment Supervisor</i>	35-40	\$30.69	\$44.28	\$2,455.20	\$3,542.40	\$ 5,319.60	\$ 7,675.20	\$63,835.20	\$92,102.40
<i>Water Resources Specialist I/II</i>	15/19	\$18.87	\$26.52	\$1,509.60	\$2,121.60	\$ 3,270.80	\$ 4,596.80	\$39,249.60	\$55,161.60
<i>Waterworks Mechanic I/II</i>	26/32	\$24.58	\$36.28	\$1,966.40	\$2,902.40	\$ 4,260.53	\$ 6,288.53	\$51,126.40	\$75,462.40

SIDE LETTER
TO THE MEMORANDUM OF UNDERSTANDING
(Contract period: January 1, 2008 - December 31, 2011)¹

Between the Ramona Municipal Water District (RMWD)
and the
Ramona Municipal Water District Employees Association (RMWDEA)

The RMWD and the RMWDEA agree the order of layoffs shall be implemented within each affected job classification, and agrees to amend paragraph 1 of Article 18 Personnel Reduction, as indicated below:

ARTICLE 18 PERSONNEL REDUCTION

The District in its discretion shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. Any employee scheduled for layoff shall receive at least thirty (30) days' notice prior to the effective date of layoff. If it is determined that layoffs are necessary, employees will be laid off in the following order within each affected job classification:


All other provisions of Article 18 are to remain the same.

Ramona Municipal Water District

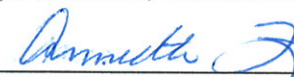
RMWD Employees Association



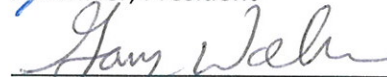
Ralph McIntosh, General Manager



Jon Miller, President



Annette Finley, Human Resources Manager



Gary Walker, Vice President

Date: 9/11/09

Date: 9/11/09

¹Term of MOU extended through 12/31/12 by Board action on 11/10/09.

SIDE LETTER
TO THE MEMORANDUM OF UNDERSTANDING
(Contract period: January 1, 2008 - December 31, 2012)

Between the Ramona Municipal Water District (RMWD)
and the
Ramona Municipal Water District Employees Association (RMWDEA)

The RMWD and the RMWDEA agree to the following contract modifications:

ARTICLE 3. TERM: The term of the current Memorandum of Understanding shall be extended from December 31, 2011 through December 31, 2012.

ARTICLE 7. GENERAL PAY PROVISIONS: Employees shall be eligible for a COLA increase of up to 1% effective January 1, 2012, based on the (Western) Consumer Price Index. Salary shall not be reduced if the CPI is negative.

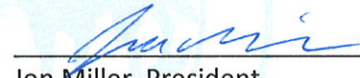
ARTICLE 24. RETIREMENT: Effective January 1, 2010, employees shall begin paying 1% of their Cal PERS Employee Contribution, to be deducted on a pre-tax basis.

Ramona Municipal Water District:

RMWD Employees Association:



Jim Robinson, President,
RMWD Board of Directors



Jon Miller, President
RMWDEA



Darrell Beck, Secretary
RMWD Board of Directors



Tim Warner, Secretary
RMWDEA

Date: 11/10/09

Date: 11-10-09