



- Board of Directors

2/27/2024 Board Meeting

5b

Subject

Update on labor negotiations and approve entering into a two-year extension of 2022-2024 Memorandum of Understanding between The Metropolitan Water District of Southern California and The Management and Professional Employees Association of The Metropolitan Water District of Southern California/AFSCME Local 1101; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA [Conference with Labor Negotiators; to be heard in closed session pursuant to Gov. Code 54957.6. Metropolitan representatives: Katano Kasaine, Assistant General Manager, Chief Financial Officer, and Gifty J. Beets, Human Resources Section Manager of Labor Relations. Employee organization: The Management and Professional Employees Association of The Metropolitan Water District of Southern California/AFSCME Local 1101; the Supervisors Association; and the Association of Confidential Employees.]

Executive Summary

The current Memorandum of Understanding (MOU) between Metropolitan and MAPA is set to expire on December 31, 2024. The parties have negotiated changes to a defined list of issues and have reached a tentative agreement, extending the term of the parties' agreement by two years, to December 31, 2026. The tentative agreement is attached and before the Board for approval and adoption and is contingent upon ratification by the MAPA membership. See **Attachment 1**.

Proposed Action(s)/Recommendation(s) and Options

Staff Recommendation: Option #1

Option #1

Authorize the General Manager to exercise discretion under Administrative Code Section 610(k) to enter into a new Memorandum of Understanding with MAPA.

Fiscal Impact: The cost increase for the 330 MAPA positions is estimated to range from \$8.3 million for FY 2023/24, \$13.3 million for FY 2024/25, and \$24.9 million for FY 2025/26.

Business Analysis: If approved, the MOU with MAPA will be implemented.

Option #2

Do not authorize agreement; direct staff to continue negotiations with MAPA.

Fiscal Impact: Unknown

Business Analysis: If the agreement is not approved, there will be no agreement with MAPA, and the parties will resume negotiations.

Alternatives Considered

Not Applicable

Applicable Policy

Metropolitan Water District Administrative Code Section 11104: Delegation of Responsibilities

Metropolitan Water District Administrative Code Section 6101(k): As a result of negotiations, as set forth in Section 6101 (k), the General Manager is authorized with Board approval to enter into a contractual agreement with MAPA/AFSCME Local 1001.

Related Board Action(s)/Future Action(s)

Not Applicable

California Environmental Quality Act (CEQA)

CEQA determination for Option #1:

The proposed action is not defined as a project under CEQA because it involves organizational, maintenance, or administrative activities; personnel-related actions; and/or general policy and procedure making that will not result in direct or indirect physical changes in the environment. (Public Resources Code Section 21065; State CEQA Guidelines Section 15378(b)(2) and (5).)

CEQA determination for Option #2:

None required

Details and Background

Background

MAPA represents 330 budgeted positions throughout the District, performing managerial and technical duties. All classifications in MAPA are Fair Labor Standards Act exempt and not eligible for overtime.

Key economic elements of the tentative agreement are consistent with provisions recently approved by the Board for other bargaining units as follows:

- This action extends the MOU by two (2) years, with a new end date of December 31, 2026.
- Each of the two (2) additional years provide an across-the-board salary increase. In the first full pay period of July 2025 and July 2026, an across-the-board increase will be provided of four percent (4%).
- One-time equity wage adjustment of 5.5 percent (5.5%) effective July 1, 2023, in addition to the three percent (3%) COLA already received for 2023.
- One-time lump sum payment of three thousand five hundred dollars (\$3,500) to current employees who were unable to utilize teleworking options on a regular or recurrent basis during the pandemic.
- Five percent (5%) incentive pay to employees assigned at Gene Camp and Intake. Fifteen percent (15%) incentive pay to employees assigned to Eagle Mountain, Hinds, and Iron Mountain. This will replace the remote location pay employees assigned in the desert currently receive.
- Update to medical language, consistent with the District philosophy of paying for coverage of one HMO Plan. Also provides additional enhancements to Desert staff who face limited medical options.

Other important language and policy issues in the tentative agreement include:

- Updated recruitment and selection language to provide efficiencies to accelerate the hiring process and in compliance with the state audit.
- Clarification on the use of temporary promotions.
- Performance-based exempt time off.
- An agreement to conduct a compensation and salary compression study.



Mark Brower *2/23/2024*
Human Resources Group Manager *Date*



Adel Hagekhalil *2/23/2024*
General Manager *Date*

Attachment 1 – Tentative Agreement Between Metropolitan and MAPA

Ref# hr12699328

**TENTATIVE REOPENER AGREEMENT
 BETWEEN
 METROPOLITAN WATER DISTRICT OF SOUTHERN
 CALIFORNIA AND
 THE MANAGEMENT AND PROFESSIONAL EMPLOYEES
 ASSOCIATION OF
 THE METROPOLITAN WATER DISTRICT
 OF SOUTHERN CALIFORNIA
 MAPA /AFSCME Local 1001**

As a part of the 2023-24 Reopener negotiations, the District and MAPA have reached agreement on a package that will extend the 2023-24 MOU by two (2) years through December 31, 2026. In addition, the parties have reached tentative agreement on the following:

1. Article 9 – Salaries and one-time COVID Essential Worker Pay
2. Article 10 -Temporary Upgrade Assignment
3. Article 12 – Standby & Premium Pay for Desert Team Managers
4. Article 15 - Management Exempt Time Off
5. Article 26 – Medical Benefits
6. Article 45 – Recruitment & Selection
7. Article 75 – Desert Branch Location Pay
8. NEW – Compensation Study

The parties have reached tentative agreement on a Reopener MOU, the terms of which are attached. Such agreement is tentative until agreement by the Board of Directors. However, the General Manager agrees to recommend its approval to the Board. The Union likewise agrees to recommend positive ratification to its membership.

For the District:

Gifty Beets

Gifty J. Beets
 Employee Relations Officer

Date: 2/23/2024

For the Union:

John V. ...

John V. ...
 President

Date: 2/23/2024

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MWD TO MAPA

Salaries Article 9

JB



January 15, 2024; February 6, 2024

2/23/2024

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New sections to be added to Article 9 Salaries:

9.11 Equity Wage Adjustment: All individuals in job classifications within the MAPA bargaining unit employed as of the date of ratification of this MOU, shall receive an equity wage adjustment effective the pay period including July 1, 2023, of 5.5%.

9.12 COLA: Effective the first day of the pay period including July 1, 2024, there shall be an increase of 3% for each employee who is represented by the bargaining unit as of that date.

9.13 COLA: Effective the first day of the pay period including July 1, 2025, there shall be an increase of 4% for each employee who is represented by the bargaining unit as of that date.

9.14 COLA: Effective the first day of the pay period including July 1, 2026, there shall be an increase of 4% for each employee who is represented by the bargaining unit as of that date.

9.15 The District shall provide a one-time lump-sum non-PERSable COVID Essential Worker payment to current eligible employees in the amount of Three Thousand Five Hundred Dollars (\$3,500) within 90 days following approval of this MOU by the Board of Directors. To be eligible for this payment, employees must have met the following criterion during the time-period of April 2020 to April 2022:

- a. the employee must have been required by the District to report to work on a daily basis;
- b. the employee must not have been able to utilize teleworking options on a regular/recurring basis.

MAPA and District agree to develop a list of MAPA employees who continued to work without the ability to telework on a regular/recurring basis during April 2020 to April 2022. Employees who have left District employment as of the date of the adoption of this Agreement by the Board of Directors shall not be eligible for this lump sum payment.

MAPA Article 12 – Standby and Premium Pay Desert Team Managers
February 1, 2024

JB



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ARTICLE 12 — STANDBY & PREMIUM PAY FOR DESERT TEAM MANAGERS

- 12.1 The intent of this provision is to compensate Desert Team Managers in FLSA “exempt” classifications for being available for a call during off duty hours, for days worked outside of their regular work schedule, or on days during their regular work schedule when they are assigned shifts of 12 hours or more, when they are directed by Management at the Unit level or higher to provide oversight of a work crew during Shutdowns, emergencies, or other urgent assignments as determined by the District.
- 12.2 An employee is on Standby when he/she is required by management to be available for a call for his/her services while in a non-working status during off duty hours. Only employees in the classification of Team Manager - Pump Plant may be placed on standby.
- 12.3 An employee on Standby duty shall:
- A. Be ready to respond in a reasonable time to calls for his/her service;
 - B. Be readily available at all hours by telephone, or other communication devices; and
 - C. Refrain from activities which might impair his/her assigned duties upon call.
- 12.4 Employees who are assigned to standby will be paid Standby Pay Premium in the amount of 10 percent of his/her normal hourly rate for qualifying hours.
- 12.5 Employees who are assigned to standby and required to respond within 15 minutes, will be paid Standby Pay Premium in the amount of 15 percent of his/her normal hourly rate for qualifying hours.
- 12.6 For purposes of this section, a Shutdown is a project which is part of the District’s annual Shutdown schedule, or which has been deemed by Management as requiring immediate attention. Emergencies and other urgent assignments include those which have been deemed by the District as requiring immediate attention due to operational impacts, impacts on public safety, or potential loss of property.
- 12.7 Hours of work for exempt employees shall be as defined in Section 6223 of the Administrative Code. Notwithstanding, for each day of the assignment that the employee works at least four (4), but less than eight (8) hours on a day outside of his regular work schedule as determined by the District, he shall receive a daily premium of \$300. For each day of the assignment that the employee works eight (8) hours or more on a day outside of his regular work schedule as determined by the District, he shall receive a daily premium of \$600. In no instance shall an employee receive both the \$300 and \$600 daily premiums for the same day of work. Additionally, no employee shall simultaneously receive a standby premium and a daily premium for the same period of time.

- 12.8 For shutdowns, emergencies, or other critical assignments occurring during an employee's regular work schedule, when the employee is directed to work at least a 12-hour shift providing oversight of a work crew, he shall receive a daily premium of \$300 for that day.

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Article 15 – Personal Leave

- 15.1 All eligible employees shall be entitled to 24 hours of personal leave with pay per calendar year. The District shall determine if personal leave will be granted. However, an employee's timely request for personal leave shall only be denied for good and sufficient business reasons.
- 15.2 In order to use personal leave an employee must have more than 1,044 hours of:
- A. Current service;
 - B. Total service if the employee has returned to service within 12 months of a separation from the District, including military service during the period of current service;
 - or
 - C. Total service if the employee has returned to service following a non-cause involuntary separation from the District.

An eligible employee may take personal leave each calendar year which shall not be charged against any accumulated leave. With prior approval, such personal leave may be taken for any personal reason.

Use of personal leave to respond to a personal emergency does not require prior approval. A personal emergency is a circumstance that requires action that cannot be postponed. In such case, the employee shall notify his/her supervisor as soon as practicable. At that time, the employee shall also explain the general nature of the emergency.

- 15.3 Personal leave must be used in the calendar year in which it is received. Personal leave shall not be carried over into the year following the year in which it is received.
- 15.4 Management Exempt Time Off
- a) Each calendar year, all exempt classifications shall receive an annual allotment of 40 hours of Management Exempt Time Off to be used within the calendar year it is allotted. The annual allotment of Management Exempt Time Off becomes available for use the first District business day of the calendar year and shall not roll over into the following calendar year. Only employees that are active members of the bargaining unit at the time of distribution (first business day of the calendar year) will be eligible for the hours. Any unused portion of Management Exempt Time Off will be automatically cashed out by the District to the employee on the first paycheck following December 1 of each calendar year.
 - b) Effective January 1, 2025 and each calendar year thereafter, exempt employees with a current overall annual evaluation rating of Meets Standards and above for the prior evaluation year, shall receive an additional annual allotment of 40 hours of Exempt Time Off to be used within the calendar year it is allotted. The annual allotment of Management Exempt Time Off becomes available for use the first District business day of the calendar year and shall not roll over into the following calendar year. Only employees that are active members of the bargaining unit at the time of distribution (first business day of the calendar year) will be eligible for the hours. Any unused portion of Management Exempt Time Off will be automatically cashed out by the District to the employee on the first paycheck following December 1 of each calendar year.

- 1) The District will provide an additional allotment as described in 15.4b to MAPA exempt employees that were a part of the MAPA bargaining unit and the evaluation period from July 1, 2022 - June 30, 2023. This shall be implemented as soon as administratively possible.

- c) For both a and b, a member shall make a request for Exempt Time Off to their direct supervisor. The District shall determine whether or not a request for Exempt Time off shall be granted. However, an employee's timely request for Exempt Time Off under this provision shall only be denied for good and sufficient business reasons.

MWD Proposal
November 30, 2023

JB



2/23/2024

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ARTICLE 26 — MEDICAL INSURANCE

26.1 The District shall continue to provide medical plans maintained by the California Public Employees' Retirement System ("CalPERS").

26.2 The District's monthly contribution shall be equal to 100% of the total premium of the highest cost Health Maintenance Organization ("HMO") basic medical plan for either CalPERS Region 2 or CalPERS Region 3, whichever is higher, but shall not exceed the monthly premium for the medical plan selected by the employee.

26.3

26.4 Desert employees enrolled in PERS Gold (formerly Pers Choice) or PERS Platinum (formerly PERSCare) will continue to receive the dollar amounts specified below and shall continue receiving such amounts through the term of the MOU.

- Employee Only: \$172/month
- Employee + 1 Dependent: \$343/month
- Employee + 2 or More Dependents: \$445/month

Effective January 1, 2024 through December 31, 2026, Desert Region employees enrolled in PERS Gold or Platinum PPO through Metropolitan will continue to receive the amounts listed above as a taxable cash incentive. In addition, Desert Region employees enrolled in PERS Gold or Platinum PPO with an employee cost shall receive an additional credit equivalent to the employee cost. This credit shall be applied within the employee's paycheck at the same time as the deduction.

26.5 An employee who opts out of District provided medical insurance will receive \$125 per month (\$1,500 per year), provided the employee provides proof of alternative medical insurance coverage.

26.6 If subsequent to December 31, 2026, the insurance premium increases and the parties have not agreed to an increased District contribution, then the District's contribution shall continue at the same amount reflected above in Sections 26.1 through 26.5 until the parties agree in writing to change the District's contributions.

26.7 The parties agree to establish a Health Benefits Advisory Committee, at the request of either party. The Committee will examine such issues as benefit levels, plan design, administration, and cost containment. Committee recommendations will be presented to the parties for their use in negotiations for a successor Agreement. Additionally, the Benefits home page on the MWD Intranet provides various resources about medical and other benefits available to employees and their families.

**ARTICLE 10 - SHORT TERM ACTING ASSIGNMENT AND TEMPORARY
UPGRADE ASSIGNMENT**

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Management will communicate opportunities for Short-Term Acting Assignment and Temporary Upgrade Assignment to eligible employees of the team via email.

10.1 Short-Term Acting Assignment

- A. An employee who is assigned Short-Term Acting Assignment on a daily basis to a higher-level classification shall receive a premium equal to a 15% increase. Such premium shall only be provided for those days in which the employee is actually performing a majority of the significant duties of the higher-level classification and will be approved by the supervisor on the employee's timesheet. However, such premium shall not be reportable to PERS as compensation earned for retirement purposes. Management shall specify the expected duration of the Short-Term Acting Assignment, but such duration shall be for one or more days, not to exceed a total of six (6) weeks. The intent is that an employee is not asked to perform a majority of the significant duties of the higher-level classification on days for which they are not receiving the premium. The employee shall remain in their bargaining unit and shall continue to receive the benefits provided for their original classification.
- B. An employee who is working in a Short-Term Acting Assignment as defined above shall not also receive any other compensation for the Acting Assignment.

10.2 Temporary Upgrade Assignment

A. Temporary Upgrade Assignment is the full-time performance of a position in a higher classification listed in a Board-approved salary schedule, not to exceed 12 months. Temporary Upgrade Assignment will be reflected in the employee's annual performance evaluation. Management should make every effort to distribute such assignments for the development and succession of the work group.

- 1) Temporary Upgrade Assignment may be used in the following circumstances:
 - i. When a position is vacant.
 - ii. When an employee is on an approved extended leave (i.e., medical, FMLA, workers' compensation, vacation, or other leave types).
 - iii. When an employee is assigned to a Special Project full-time at a higher classification. This must be a Special Project that is already identified and budgeted. Special projects that require more than 12 months may be extended by the HR Group Manager and the approval of MAPA for up to a total of 18 months.

- iv. If, in the beginning of a short-term acting assignment, the assignment is expected to exceed six (6) weeks individuals will be placed on a temporary upgrade assignment from the beginning of the assignment.
- B. Temporary Upgrade Assignments and Special Projects shall not be offered to an employee with a current performance evaluation of less than Meets Standards, or who has received an appealable disciplinary action within the preceding twelve months.
An employee given a Temporary Upgrade Assignment shall receive additional pay equal to the first salary step of the higher classification, or a three-step (8.25%) salary increase, whichever is higher, not to exceed the salary range maximum of the higher classification. Such pay shall be processed using a District Employee Data Change Form (EDCF), and shall be paid for all hours during the period of Temporary Promotion designated on the EDCF. Temporary Upgrade Assignment Pay will be reported to CalPERS as compensation earned for retirement purposes.
- C. An employee who has been in Temporary Upgrade Assignment for more than twelve (12) months will receive a two-step increase (equivalent to 5.5%) for each year the employee is in that Temporary Upgrade Assignment, provided that the regular hourly rate plus the premium pay has not already exceeded the range established for the job classification of the Temporary Upgrade Assignment. The Human Resources Group shall meet with the employee's management prior to the conclusion of each 12-month interval, to determine whether the temporary promotion continues to be necessary.
 - 1) An employee on a Temporary Upgrade Assignment who receives a regular promotion to the same classification shall receive increases as if they had been permanently placed in the position at beginning of the TUA provided it does not exceed the top step of the new salary grade and should not result in a negative impact when moving from temporary to permanent. After receiving a regular promotion, the anniversary date for determining eligibility for the next merit increase will be the next July 1st common evaluation date.
- D. Employees on a Temporary Upgrade Assignment shall be required to complete and submit a Statement of Economic Interests Form 700, if they perform duties or participate in decision-making which would require such filing. Management shall consult with the District's Ethics Office and Human Resources Group to ensure compliance with the District's Conflict of Interest Code and California Fair Political Practices Commission regulations on interim appointment to a designated position.

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ARTICLE 45 — RECRUITMENT AND SELECTION 2/23/2024 2/23/2024

45.1 The following definitions shall apply to this Article.

A. *Employee* — A Category A and Category B employee as referenced in ARTICLE 34 — CATEGORIES OF EMPLOYMENT.

B. *Recruitment* — Process of locating individuals to fill the District's personnel (staffing) requirements.

C. *Selection* — Selection is the process of hiring the best-qualified candidate for a vacant position.

D. *Screening of Material* – HR Recruiters shall screen resumes to determine who meets the minimum qualifications.

E. *Employment Testing* — A test is an instrument administered by the Human Resources Group, used as a basis for any employment decision including, but not limited to, hiring and competitive-bid promotion. Such tests may measure aptitude, achievement, and other proficiencies. Examples include, but are not limited to, a review of records, interviews, computer skills, job knowledge, work sample or other demonstration tests deemed reliable and job-related as approved by the Human Resources Group Manager.

E. *Panel Member* – A panel member is an individual participating in the formal/structured interview and may be an internal employee or an external subject matter expert. A conflict of interest form is required to be completed by panel members.

F. *Panel Interview* - The purpose of the panel interview is to give each candidate an equal opportunity to reveal the knowledge, skills and abilities which would enable them to perform the job. The interview consists of an evaluation of work-related experience and training.

G. *Final Hiring Interview Recommendation (FHIR)* – The FHIR is used to identify the candidate to hire along with the justification for the hiring decision. The FHIR is completed by the Hiring Manager and subject to review by their chain of command.

An eligibility list may be developed if the original job posting (Job Announcement) specifically states an eligibility list will be created. The eligibility list will consist of all remaining unhired qualified candidates as listed on the original FHIR.

The eligibility list can be limited to specific disciplines described in an approved Job Description (e.g., civil, electrical, mechanical, structural, geotechnical, and instrumentation and controls).

The eligibility list may be used for up to six (6) months and may be extended for a specific period of time by the Human Resources Group Manager. The eligibility list may be closed by the HR Group Manager once there are three (3) or fewer candidates remaining.

When a vacancy occurs and an eligibility list exists that is able to be used, HR will provide the Hiring Manager the top five ranked candidates from the eligibility list. In the case of tie ranks, more than five candidates can be provided to the Hiring Manager. All provided candidates must be interviewed by the Hiring Manager and one must be offered the job. Candidates not selected will return to the eligibility list for future consideration. If all eligible candidates on the eligibility list elect to not be considered for a specific vacancy, the Human Resources Group Manager may expire the list and may open a new recruitment.

With Human Resources Group Manager approval, eligibility lists may be merged or used to fill a vacancy for an alternative specific discipline within the same classification. The expiration date of merged lists of remaining eligible candidates will be the earliest of the original expiration dates.

45.2 Recruitment Process Overview

(A) Transfers:

- (1) Before an Internal or Open Recruitment is conducted, the District will first consider employees on a Transfer List prior to a job announcement for a vacant position and follow the process described in Article 54 Transfers.
 - a) The District will post the requisition utilizing the Internal Recruitment process if:
 - i. no person is on the transfer list;
 - ii. a transfer list candidate is not hired;
 - iii. or an eligibility list does not exist.

(B) Internal Recruitment:

- (1) No external candidates will be invited to apply during the Filing Period.
- (2) The District may run an Open Recruitment if any of the following exceptions exist:
 - (a) there are three (3) or fewer internal candidates who applied;
 - (b) the vacancy requires specialized skills not known to exist in current workforce (ex: limnology);

- (c) documented evidence showing the last recruitment for that specific classification had three (3) or fewer applicants. In this instance, a specific classification cannot move directly to Open Recruitment more than 3 consecutive times;
- (d) there is a need for external outreach for job groups/job classifications as applicable where underutilization is identified or departments where significant underrepresentation exists to ensure a diverse candidate pool as determined by the Equal Employment Opportunity Office and/or Office of Diversity, Equity and Inclusion.

(C) Open Recruitment:

- (1) A job announcement will be posted as an Open Recruitment if the vacancy was not filled using the processes above and is subject to the Filing Period.

(D) Internal Only Job Bid Promotion Process:

- (1) Upon staffing requisition approval by Budget and HR, a recruitment may be conducted within a specific Group, Section, Unit or Team to fill a position in which there is no vacant position number. These recruitments shall follow the same process used for Internal Recruitments.
- (2) This is not intended to or provided to circumvent the in-family promotion process. This process will not be utilized when employees on a team or unit could reasonably promote to the position through in-family promotion.
- (3) Applications will be reviewed for minimum qualifications by Human Resources. Upon completion of the recruitment process, the Hiring Manager will complete the Final Hiring Interview Recommendation Form (FHIR) to notify Human Resources of their decision of which candidate to hire and HR shall notify all candidates whether they were (un)successful in the recruitment at approximately the same period.
- (4) At no time are positions/requisitions which are posted utilizing this process permitted to utilize the Open Recruitment Process and is not authorized to result in an eligibility list.

45.3 Job Announcement and Application Filing Process

A. Job Announcement

Job announcements will be advertised through the District's available communication mediums, including but not limited to MWD's website and email.

The District shall also include, at minimum, the following in all job announcements: Number of openings, open/close dates, work schedule (days/hours), Group/Section/Unit/Team, work location, bargaining unit, minimum and maximum hourly rate, teleworking options (if applicable), overview and/or summary which is reflective of job description, job duties, minimum requirements (education, experience, certifications, licenses).

B. Filing Period

- (1) The filing period for submitting applications will be a minimum of 10 working days and shall be indicated on the job announcement.

(2) Employees on disability or workers' compensation leave are permitted to apply for vacant positions following the same timelines and testing procedures as other applicants, provided their participation is within their medical restrictions.

C. Application

Each employee applying for a position shall thoroughly complete an application package.

D. Exemptions

An employee shall be excluded from the recruitment and selection process if that individual:

- (1) Has a current overall performance evaluation rating of less than "meets standards;" or
- (2) Has received an appealable disciplinary action in the last six (6) months.
- (3) Has not completed their current probationary period.

45.4 Selection Process

A. Invitation to Test

Qualified employees shall be notified of the time and location of a test at least three (3) days in advance. For purposes of this section, Recurrent employees (defined as Category E employees under Section 34.1 of the Agreement) shall be permitted to apply for positions as "internal" candidates.

A. Release/Leave Time

- (1) If requested, an employee shall be entitled to release time to participate in and commute to, a test.
- (2) Alternatively, an employee may use accumulated annual leave or personal leave to participate in and commute to, a test.
- (3) The employee shall give reasonable, prior notice of his/her need for release or leave time.

C. Probationary Promotion

The intent of the probationary promotion language is to provide a probationary period for those employees who are promoted as a result of the recruitment and selection process or out-of-career progression (family) promotions. Furthermore, it is also agreed by both parties that this language does not include employees who are promoted as a result of a classification study pursuant to ARTICLE 46 — CLASSIFICATION STUDY/JOB AUDIT or employees who are promoted for having already performed the higher level duties for a significant period of time.

D. Probationary Period

After each appointment, an employee shall serve a complete period of probation before appointment or probation is complete.

- (1) A new employee shall serve an initial probationary period of six (6) months.
- (2) A District employee who has been promoted shall serve a promotional

probationary period of six (6) months. If an employee fails promotional probation, he/she has reinstatement rights to his/her former position.
(3) Employees who successfully complete a probationary period shall be eligible for a merit increase in compliance with Section 68.2.A. below.

ARTICLE 72 - DESERT BRANCH LOCATION PAY

2/23/2024

2/23/2024

The intention of this Article 72 is to improve recruitment and retention at Metropolitan's desert facilities. The sunseting of the previous program, Desert Remote Location Pay and the terms of the newly negotiated Incentive Pay shall be as follows:

72.1 The parties agree that the previous program, Desert Remote Location Incentive Pay, shall sunset (terminate) effective January 20, 2024. All employees who were entitled to receive the incentive under the previous program shall receive a pro-rated portion of the incentive, for the period up to and including January 20, 2024; this pro-rata amount will be provided prior on or about February 8, 2024.

72.2. The Incentive Pay program will be setup to provide a Desert Branch Assignment Premium to qualifying employees as follows:

- A. Effective January 21, 2024, employees assigned to work in desert facilities will be eligible to receive one of the premium pay options below:
 - 1. 5% for all employees assigned to Gene Camp or Intake.
 - 2. 15% for all employees assigned to Hinds Pumping Plant, Eagle Mountain, or Iron Mountain.
 - 3. This incentive pay will be applicable to the base pay for the normal work schedule. This incentive pay will not apply to overtime/additional hours.
- B. Following approval by Metropolitan's Board of Directors and the MAPA membership, employees shall begin entering the incentive pay premium as part of their bi-weekly payroll, (including authorized medical leaves) for pay period beginning 2/28/24 on or around the first week of March. A retroactive payment for the period of 1/21/24 through 2/17/24 will be processed as soon as administratively possible.

72.3. This incentive payment program for Desert Branch Locations applies specifically to regular full-time employees at these Locations, and does not any other category of employment.


72.4. Qualifying service at a Desert Branch Location shall include:

A. Assignment to a Desert Branch Location as the regular reporting location.

1. Employees temporarily assigned to a desert facility for assignments of 30 days or more will be eligible for the premium associated with the facility they are assigned to for the entirety of the time at the location.

B. All scheduled and assigned hours in a paid status, not including overtime/additional hours and including authorized medical leaves.

72.5. Employees assigned to a Desert Branch Location after the date the Incentive Pay program is implemented as agreed above, shall begin qualifying on the first day of the pay period of assignment to the Desert Branch Location.


1/15/24

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**Compensation Assessment**

2/23/2024

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To address salary compression, the District will conduct a compensation assessment. The assessment shall have the following deliverables:

1. Identify current MAPA base salary differential percentages for MAPA Managers. The base salary differential will be based on the difference of the maximum step of the Manager's base salary grade and the maximum step of the Manager's highest paid subordinates in MAPA.
2. Any classification that is found to be less than two (2) salary steps between a MAPA classification and their subordinate will be adjusted to ensure a two (2) salary grade differential between the MAPA manager and their MAPA subordinate. These reviews shall be conducted within six (6) months of Board approval of this agreement to ensure adherence. The effective date of such adjustment shall be the date of Board approval.
3. Maintain the Dual Career Path (DCP) currently in place. The assessment will review and consider the DCP to address current compression concerns.
4. The District shall review all organizational structures as part of an efficiency study. MAPA agrees that as a result of such study, some MAPA positions may be eliminated by the District to avoid redundancies or for purposes of realigning the organization. The District shall first inform MAPA of any positions that are being considered and will give MAPA an opportunity to provide a response. The District agrees to complete this study by the end of the contract extension, December 31, 2026.
5. Within eighteen months after Board approval of this agreement, the District will develop a comprehensive management certification program in consultation with MAPA. Such program shall be introduced to MAPA managers with staff (i.e., "*people managers*"). The program will be structured to include an incentive as a non-PERSable, annual, lump-sum, flat amount to be provided at the completion of the program.
6. For purposes of this language, the managerial relationship must be one of fact, and not merely of form. Salary differentials to compensate individuals in the same classification will not be approved.
7. The Manager and subordinate must be in allocated and authorized classifications. Neither shall be serving in a temporary promotion or annuitant assignment.
8. In no event shall the results of this study result in a reduction of an individual's base pay.

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