

Non-disciplinary demotions may be voluntary or involuntary but in either case, the affected employee will normally be provided with thirty (30) days advance notice of the change of classification and an opportunity to respond. However, MCWD reserves the right to determine, on an individual basis, how a demotion will affect pay and under what circumstances it is in the best interests of MCWD to demote an employee.

- D. **Reclassifications** - A reclassification is the redefinition of an existing position, either occupied or vacant, as needed to meet the changing operational demands of MCWD and usually requires a change in the job title, essential duties, responsibilities, and requirements.

The salary of a probationary or regular employee in a position which is reclassified, and for which the employee is fully qualified in all respects for the reclassified position, shall be determined as follows:

1. If to a class with the same salary range the salary and merit increase eligibility date will not change.
2. If to a class with a higher or lower salary/pay rate; the salary/pay rate of the employee shall be determined as follows:
 - a. If the salary of the employee is the same or less than the maximum of the new class, the salary and merit increase eligibility date of the employee shall not change.
 - b. If the salary of the employee is greater than the maximum of the new range, the salary of the employee shall be designated as Y-rated (frozen) and shall not change during the continuous regular service until the maximum of the new range exceeds the salary of the employee.

A regular employee in good standing reclassified to a position in a lower class for reasons other than unsatisfactory performance shall receive the highest salary in the new grade that does not exceed the employee's rate of pay immediately prior to the reclassification, and shall retain the merit increase eligibility date to which the employee was entitled prior to reclassification.

5.3 Working Out of Classification

An out of classification assignment is a temporary assignment of a regular employee for more than twenty (20) days in a calendar year. When an employee is officially assigned to perform the primary and essential duties of a higher paid vacant position, that employee shall be compensated at the step in the higher classification that provides an increase to the assigned employee of at least five percent (5%). Such increase will normally begin on the twenty-first (21st) working day after the assignment to the higher position or earlier, subject to the discretion of the General Manager or designee.

- a. limited to, health, union dues, court ordered payments, voluntary supplemental life insurance premiums and voluntary supplemental health insurance such as AFLAC.
- b. No loss of seniority or break in service will be suffered by the employee.
- c. All benefits shall accrue as if the employee were working (i.e., vacation, sick leave).
- d. An employee may take up to forty (40) hours of voluntary furlough without pay at any one time in a fiscal year. A written request must be approved, in advance, by the employee's manager. Shorter increments of time (no less than four (4) hours) may be requested, subject to approval by the department manager. The manager may accept or reject a request for furlough after consideration of the employee's position and department workload.
- e. Employees with accrued vacation and/or compensatory time in excess of the District maximum may not participate in this plan until they are in compliance with the maximum hours allowed.
- f. Taking unpaid furlough should not result in the need for any other employee to work overtime.

If you have any questions, please contact the Management Services Administrator

ARTICLE 16: DEFERRED COMPENSATION

The District shall make available a 457 deferred compensation plan for all bargaining unit employees. The District's 457 Deferred Compensation Plan allows employees, on a voluntary basis, to authorize a portion of their salary to be withheld and invested at their direction for payment upon termination of employment or retirement. All contributions are deducted from employees' salary on a pre-tax basis. Upon withdrawal from the Plan, participants will be responsible for appropriate taxes.

MCWD will comply with IRS regulations regarding maximum contributions and provisions of tax laws.

ARTICLE 17: PRE-TAX VOUCHERS

MCWD shall work with the Union to provide a pre-tax voucher system for bargaining unit employees' dependent care expenses.

ARTICLE 18: WORKING OUT OF CLASSIFICATION

When an employee covered by the provisions of this Agreement is assigned through a personnel action form to perform the primary and essential duties of a higher paid vacant position, that employee shall be compensated at the step in the higher classification that provides an increase to the assigned employee of at least five percent (5%). The assignment must be for over twenty (20) days in a calendar year. Such additional compensation will normally begin on the twenty first (21st) working day after assignment to the higher position or earlier, subject to the discretion of the General Manager.