



Memorandum of Understanding

Between

Soquel Creek Water District

and

Service Employees International Union

SEIU Local #521

February 1, 2021 – January 31, 2023

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SOQUEL CREEK WATER DISTRICT
MOU BETWEEN
SEIU, LOCAL 521 AND THE SOQUEL CREEK WATER DISTRICT

ARTICLE 1

Preamble

Pursuant to California law the Soquel Creek Water District, hereafter referred to as District, acting through its negotiator, and representatives of the Office and Field Employees Bargaining Unit (Service Employees International Union, Local 521), hereafter referred to as Union, have met and conferred in good faith and have fully communicated and exchanged information concerning wages, hours, and other terms and conditions of employment for the term commencing February 1, 2021, and terminating January 31, 2023. It is the intent of the parties to set forth herein their entire agreement covering rates of pay, wages, working hours, and other conditions of employment; and to provide for prompt and fair settlement of grievances without interruption or other interference with the normal operations of the District.

Both parties have mutually agreed that their objective is for the good of the District and Union 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 hereinafter set forth.

Except as otherwise expressly provided herein, all terms and conditions of the agreement shall apply to all employees represented by SEIU, Local 521.

ARTICLE 2

Recognition and Union Security

2.1 Recognition

Pursuant to Section 3500-3510 of the Government Code of the State of California, the District recognizes SEIU, Local 521, as the exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all full-time employees (regularly scheduled, at 40 hours or more per week) and regular part-time (more than 999 hours per year) for the Office and Field Unit consisting of the classifications listed in Appendix A, but excluding all seasonal, casual irregular part-time (those working less than 999 hours per year) and supervisory or confidential employees. Pursuant to language in the MOU, this list can be amended from time to time.

2.2 Maintenance of Membership

Upon receipt of a signed authorization from an employee, the regular monthly dues shall be deducted from such an employee's pay.

Employees will return completed initiating membership authorizations and requests to revoke or change the authorization to a Union representative. If an employee returns a completed form to the District instead of the Union, the District will promptly return it to the employee.

Upon receipt of a completed authorization form, the Union will furnish the District with certification stating that an employee has authorized a payroll deduction, membership revocation or change, and the Union will maintain the authorization. If a dispute arises about the

existence or terms of the authorization, the union will provide a copy of the authorization upon request by the District.

Deductions shall start the pay period after the employer receives notification of the authorization.

2.3 Indemnification

The Union shall indemnify the District and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of, any action taken by the District or any department of the District for the purpose of complying with this Article.

2.4 COPE Deduction

The District agrees to the establishment of a payroll deduction program for voluntary employee contributions to the Committee on Political Education (COPE) subject to the following conditions:

1. Voluntary deduction for COPE shall be withheld only if the employee so authorizes in writing on a form provided by the union.
2. Payroll deductions shall begin on the second pay period after the authorization is received by the District.
3. Employees may sign up, change the amount of their contribution or discontinue their contributions at any time.

ARTICLE 3

3.1 No Discrimination

The District and the Union will cooperate in pursuing a policy of equal employment and equal promotional opportunity for all employees in accordance with the District's adopted Equal Employment Opportunity Policy and applicable law. The District will not discriminate against employees protected by Federal and State laws, or for Union activity.

3.2 Mutual Rights and Responsibilities

The Union recognizes its obligation to cooperate with the District to assure maximum service of the highest quality and efficiency to the customers of Soquel Creek Water District consistent with its obligations to the employees it represents. The District recognizes its responsibilities to treat employees fairly and equitably. The District and the Union affirm the principal that harmonious labor/management relations are to be promoted and furthered.

ARTICLE 4

4.1 Management Rights

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the District, including, but not limited to, the rights to reprimand, suspend, discharge, or otherwise discipline employees for cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work employees; to set the standards of productivity and/or the services to be rendered; to maintain the efficiency of operations; to determine the

personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract, contract out, close down, or relocate the District's operations or any part thereof; to determine its organization and service levels; to assign employees as necessary; to control and regulate the use of machinery, facilities, equipment, and other property of the District; to introduce new or improved equipment, machinery, methods, processes or services; to adopt, implement, enforce and from time-to-time modify, rescind or change safety and work rules and regulations, with prior notice to the Union, to determine the number, location and operation of departments, divisions, and all other units of the District; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission for the District and to direct the District's employees. The District's failure to exercise any right, prerogative, or function hereby reserved to it, or the District's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the District's right to exercise such right, prerogative, or function not in conflict with the express provisions of this Agreement.

4.2 Contracting Out

Before submission of a recommendation to contract out any function traditionally performed by Office and Field employees which would result in a reduction of the work force, the Union will be offered the opportunity to examine the proposal for at least thirty (30) working days prior to Board action, whenever possible. The District agrees to one non-binding meeting to discuss alternative ways to meet the District's objectives. If requested, the District will meet and confer over the impact of proposed layoffs prior to the implementation of said layoffs.

In January of each year, the District will provide the Union with a report showing work performed by contractors over the preceding 12 months that exceeds a total of \$10,000 per individual contractor and falls within the job specifications of classifications in the bargaining unit. In such cases, where there is agreement for services covering a specified term, the expiration date of the agreement will also be provided. Based on this report, the Union may request that positions be added, and the District will consider such request.

This section shall not be construed so as to delay the District's decision in contracting out. Determinations pursuant to this Section shall be made at the sole discretion of the District without any form of appeal.

4.3 Past Practices

The parties agree that they shall adhere to established labor relation's principles in handling past practices. Specifically, in handling past practice issues within the scope of representation:

1. Past practice is defined as a generally accepted and clear course of conduct that relates to matters within the scope of representation and is characteristically repeated over a continuous period of time, and which has not been changed through the meet-and-confer process.
2. Past practices superseded or contradicted by current MOU language are null and void;
3. Past practices which contradict written District rules shall be null and void upon reasonable notice from the District that the language will be followed;

4. Past practices within the scope of representation which are not covered by MOU language or District rules shall remain in effect until the District has provided notice to the Union and completed the meet-and-confer process.

ARTICLE 5

5.1 Notification to Union

The Union shall be given at least ten (10) working days advance written notice of any ordinance, rule, resolution, regulation, or action affecting working conditions within the scope of representation, proposed to be adopted by the District Board of Directors and shall be given the opportunity to meet and confer with the District representative prior to its adoption.

5.2 Union Access

Access to District work locations and the use of District paid time, facilities, equipment and other resources by employee organizations and those representing them shall be limited to activities pertaining to the employer-employee relationship. Reasonable access to employee work locations shall be granted to representatives of recognized employee organizations for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such representatives shall not enter any work location without previous notice to the District and access may be restricted so as not to interfere with operations or with established safety and security. Protected Union activities shall not be conducted during normal business hours except on scheduled breaks, or before and after scheduled work hours of the employee.

SEIU Local 521 may submit written materials regarding Union Membership to be included in the orientation packet for newly hired represented employees.

5.3 Release Time

A reasonable number, up to three (3), of Union officers, stewards, or committee members shall be allowed to attend, without loss of pay, meetings scheduled with designated representatives of the District to meet and confer on matters within the scope of representation. Further, the District shall allow an employee and his/her Union representative time off without loss of pay, which is necessary and reasonable for the investigation and/or processing of grievances and disciplinary appeals by the Union.

5.4 Bulletin Boards

Posting of Union information on the District premises shall be limited to approved bulletin boards. Adequate space shall be made available to the Union on existing department bulletin boards provided the material posted is not derogatory to the District, employees of the District, or other employee organizations; and does not support or oppose candidates for public office or ballot issues. The Union newsletter will be posted regardless of its contents.

The Union may distribute official Union material to employees in its representation unit either by giving such material to the receptionist to be forwarded to the shop steward or by giving the material directly to the shop steward for distribution. Distribution of Union material is limited to when both the recipient and provider of said information are on break or lunch or periods before or after working hours.

5.5 Orientation

- A. Within 30 days of hire SEIU Local #521 shall have the opportunity to make a 30-minute presentation at the District's new employee orientation meeting for bargaining unit positions. The District shall provide the Union at least ten (10) days advance notice of an employee orientation. Shorter notice may be provided in specific instances or where there is an urgent need critical to District operations that was not reasonably foreseeable. The District will provide the Union with a list of participants within 48 hours of the orientation.
- B. If an employee or the Union representative is not able to attend the scheduled orientation, upon request the District shall authorize the employee release time to attend a 30-minute make-up session. The Union and the District will identify a mutually agreeable time for the make-up session.
- C. One Union designee shall be granted release time to participate in the orientation or make-up session.
- D. Upon request, District management shall leave the room during any orientation or make-up session conducted by the Union with employees. The District shall not discourage an employee's participation in the Union's portion of the orientation/on-boarding process.
- E. The Union may distribute copies of its membership/voluntary political contribution authorization forms and any other Union materials at an orientation or make-up session.

5.6 Employee Lists

- A. Pursuant to Government Code 3558, the District will provide the union a malleable, electronic list of all represented employees including the employee's name, department, work location, job classification, employee status, home address, home phone, work phone, cell phone, and personal email address within 30 days of hire and at least every 120 days.
- B. The union recognizes the legal privacy rights of each employee to elect by written request that specific personal information as provided by law, not be disclosed to the union and not be included on the list.
- C. The District shall notify the union of any third-party requests for contact and/or biographical information about bargaining unit employees and will promptly provide the union a copy of the request and any materials submitted with the request.

ARTICLE 6

Grievance Procedure

As in other areas of District activities, the intent of the grievance process is to resolve problems at the lowest possible step and foster harmonious relations between all District employees. The District and the Union recognize early settlement of grievances is essential to sound employee/management relations. The parties seek to establish a mutually satisfactory and timely method of settlement of grievances of workers. The Union or the aggrieved and/or his/her representative, is assured freedom from restraint, interference, coercion, discrimination, or reprisal.

6.1 Grievance Presentation

An employee, a group of employees, or the Union may file a grievance. If a grievant is represented by himself/herself, the Union retains the right to be present at any formal stage of the process as an observer with the consent of the grievant. The District will notify the Union that a grievance has been filed. No grievance settlement may be made in violation of this contract, the District Employee Handbook or District Policies and Procedures, and notice of the outcome will be given to the Union.

6.2 Grievance Defined

A grievance is defined as an alleged violation, misinterpretation, or misapplication of the provisions of the contract, District Policies and Procedures or the District Employee Handbook.

6.3 Time Limits

Time limits may be extended or waived at any level only by written agreement of the parties involved at that level. If the District fails to comply with grievance time limits, the grievance may be advanced to the next step upon request of the grievant. If the grievant fails to comply with the time limits, the grievance will be dropped.

6.4 Steps in the Grievance Procedure

Grievances may, by mutual agreement in writing, be referred back for further consideration or discussion to a prior step or advanced to a higher step of the grievance procedure.

6.5 Grievance Process

The grievance process available to all employees is as follows:

Step 1 - Discuss the problem informally with the immediate supervisor. This must happen within thirty (30) calendar days of the incident. The supervisor will work with the employee to resolve the problem, if possible.

Step 2 - If the grievant remains dissatisfied following the informal discussion and review, he/she may submit a written grievance within fifteen (15) working days of the informal discussion to the Department Manager or his/her designee. The grievance shall be submitted on a grievance form and shall contain the following information:

1. The name of the grievant.
2. The specific nature of the grievance.
3. The date, time and place of occurrence.
4. Specific provision(s) of the contract or the District's Employee Handbook or Policies and Procedures alleged to have been violated.
5. Any steps that were taken to secure informal resolution.
6. Corrective action desired.
7. The name of any person or representative chosen by the employee to participate in the grievance procedure.

The Department Manager will talk with the employee, the immediate supervisor and others as appropriate and shall give a brief written decision within fifteen (15) working days of receipt of the written grievance.

Step 3 - If the grievant remains dissatisfied with the decision of the Department Manager, the grievant should forward the outline of the problem to the General Manager within seven (7) working days of receiving the Department Manager's written response. The General Manager will consider all aspects of the grievance, gathering information from others, including the employee and his/her representative, and shall render a final written response within ten (10) working days after the meeting with the grievant.

Step 4 - Voluntary Mediation: If the grievant remains dissatisfied with the decision of the General manager and, if there is mutual agreement, the parties may submit the matter to mediation through the State Mediation and Conciliation Service. The mediation process shall be confidential and nothing occurring therein shall be disclosed unless and until the terms of a mutually agreeable settlement of the dispute is reached.

ARTICLE 7

Work Rules

7.1 Job Classifications

To meet changes in technology or work programs, it may be necessary to add or delete duties to the job description of a regular employee. The District will notify the Union of impending actions and meet and confer with the Union to establish the proper level of compensation.

7.2 Working Out of Class

The following conditions must be met for the employee to receive pay for working in a higher class:

1. Appointments will be for periods of not less than 8 continuous hours, such temporary assignments should not continue for longer than 60 days, unless due to coverage for disability or other authorized leave or vacancy.
2. If change in status will be for more than 60 days, then it must be initiated by a personnel action form.
3. Employee must work the majority of the shift, and will receive working out of class pay for the hours actually worked.

Compensation for work out of class shall be the first step of the salary range for the class in which the employee is working or at least a 5% increase beyond the employee's current salary, but in no event shall it be greater than the highest step of the salary range for that class to which the employee is temporarily assigned.

It is not always necessary to specifically designate an employee to replace an absent employee of a higher classification. In most cases, it is part of the District's cross training that tasks of the absent employee are spread throughout the organization. Working out of class also will not set off a chain reaction. That is, if an employee is required to fill in for a higher classification, it will not be necessary for someone with a lower classification to fill in for that employee.

7.3 Probationary Period

All new employees and current employees moving to new job classes serve a six- month probationary period to evaluate the employee on the job. Before the employee has completed the probationary period, he/she will receive a written notice if the change to a regular status is approved or disapproved. Failure to complete a probationary period in a new classification still

entitles an employee the right to return to a previous classification, if regular status had been attained, and a vacancy exists that has not been permanently filled.

7.4 Promotion

When a District employee is promoted to a position in a higher salary range, he/she will be promoted to the salary step, which will provide at least a 3.5% increase. In addition, the employee will be eligible for the next salary step upon completion of the probationary period. If the pay range for the new position can not accommodate a 3.5% increase, the employee will be placed at the highest step.

7.5 Layoff

The District Board may eliminate any position in the classified service as identified by classification due to lack of funds, work or need. Whenever, in the judgment of the District Board, it becomes necessary to eliminate any position of employment, the employee may be laid off, bump to another position, or be reassigned according to the procedures outlined in Appendix H.

7.6 Seniority

Seniority shall be the criterion used to determine the layoff of employees resulting from the elimination of positions. Determination of seniority shall be governed by the following procedures:

- a. Seniority will first be determined by the length of continuous employment in a pay status within the employee's current regular classification in the classified service. Employees within the same classification shall be subject to layoff in an inverse order of seniority in class.
- b. In determining seniority, time in regular part-time service will be credited on the same ratio as the part-time hours are to full-time. For example, one year service in a 3/4-time position would equal nine months seniority credit. Time in temporary positions will not be counted toward seniority.
- c. If two (2) or more employees have identical seniority, a comprehensive review of their personnel files and a personal interview by the involved Department Manager and the General Manager shall determine the order of layoff. This determination shall be final.

7.7 Severance Benefits

A permanent employee separated from District service as a result of Article 7.6 shall have his/her insurance benefits paid by the District at the same level as while employed for a period of ninety (90) calendar days from the date of separation. At the end of the ninety day period, post employment insurance continuation will be administered in accordance with COBRA regulations.

7.8 Working Hours

Working Day: As used throughout this contract, the term "working day" shall be defined as any weekday that the administrative office of the Soquel Creek Water District is open for business. Any reference to "day" or "days" in this contract not preceded by the word "working" shall be defined to mean a regular calendar day or days.

Work Week: Because the District must provide water service 24-hours a day, seven days a week, 365 days a year, an employee may be assigned a work week beginning with any day of the normal calendar year. The workweek means any seven consecutive days starting with the same calendar day each week. [A Shift - Sunday (12:01 a.m.), B Shift - Monday, (12:01 a.m.), and C Shift - Saturday, (12:01 am)]. Work week is a fixed and regular recurring period of 168 hours, seven consecutive 24-hour periods. Regular working hours is defined as a 40-hour period in the work week. Staff cannot be transferred to a different workweek to avoid overtime. The Union will be notified of any restructuring of the shifts. The District will meet-and-confer with the Union if so requested. In the event of an emergency, the District may assign employees to work a 12 hours on/12 hours off shift without the obligation to meet and confer.

Work Schedule: The District work schedule is normally Monday through Friday, 8 hours per day, for a total work week of 40 hours.

Field employees generally work from 8:00 a.m. to 4:30 p.m. with one-half hour for lunch. For those Field employees required to work either a regularly scheduled Saturday or Sunday, an additional weekday shall be designated as the employee's day off, for a total week of 40 hours. Staggered schedules may be used in order to provide sufficient coverage.

Office employees generally work from 8:00 a.m. to 5:00 p.m. with one hour for lunch; however, staggered schedules may be used in order to provide sufficient coverage.

Regularly scheduled work hours may vary, upon approval of the General Manager; however, in no event shall the normal workweek extend beyond 40 hours.

One 15-minute break shall be granted during each consecutive 4 hours worked regardless of the scheduled hours of work. These rest periods are to be taken as scheduled and should not be used to lengthen the lunch hour or shorten the workday. Breaks not taken are forfeited.

7.9 Alternative Work Schedule

Upon the recommendation of the Departmental Manager, and with the approval of the General Manager, an Alternative Work Schedule (AWS) such as a 9/80 or 4/10 schedule may be established. The District and the Union shall meet and confer over the specifics of any such AWS, with the general intent being that individual(s) who are assigned to such schedules shall accrue leave and holiday hours on the same basis as employees working the standard 5/8 work schedule.

7.10 Shift Differential

It is the intent of the District to pay an hourly differential to employees whose regular work schedule includes at least one hour between the hours of 5:00 p.m. and 8:00 a.m. (eligibility period for shift differential.) Employees so assigned shall receive an additional 5% per hour for hours worked during the aforementioned specific hours.

Shift differential shall not apply to the following:

- A. Paid leave hours including vacation, sick leave, holidays and other paid leaves.
- B. Work scheduled during the shift premium hours on the basis of convenience to the employee (i.e. at the employee's request.)
- C. Hours worked during the eligibility period due to a temporary change in an employee's work schedule as opposed to a temporary assignment to an established work shift.

7.11 Anniversary Date

Anniversary date shall be the employee's date of hire, unless otherwise specified.

7.12 Performance Evaluations Except for Special Evaluations (See 8.0 below).

Written performance evaluations are to be made before the end of a probationary period and then annually within thirty (30) calendar days of the employee's service anniversary date when possible. Promotional Probationers will also be evaluated four (4) months into the probationary period. The employee shall have the opportunity to discuss these evaluations with his/her supervisor, and to add comments. The employee may provide a written response to be placed with the evaluation. The employee and/or their Union representative may appeal to the General Manager any performance evaluation, which results in a denial of a merit increase.

7.13 Hiring Practices

The District shall attempt to fill vacancies through promotion or transfer of current employees. When a position vacancy occurs, or when a new classification is created, the District shall notify all bargaining unit employees of the vacancy, shall make that position open to all employees, and shall interview District employees who meet the minimum qualifications.

ARTICLE 8

Wages and Pay Practices

8.0 Wages and Pay Practices

The salary ranges are set by the Board of Directors. All salary ranges for the Office and Field Unit have nine steps with 5% between the first seven steps and 3.5% between the seventh and the eighth step and 2.0% between the eight and ninth step. Entry level is normally the first step. Upon completion of probation (six months), the employee progresses to the next higher step in the range. Based upon satisfactory progress as documented in a written evaluation, an employee will receive the next step after one full year on paid status from date of completion of the probationary period and an additional step after each full year on paid status through the eighth step. An employee is eligible for the ninth step after two years at the prior step.

A merit increase may be denied by the department manager when an employee's job performance falls below acceptable work standards for the duties assigned. The department manager may, in such a case, recommend a special evaluation. The special evaluation shall describe perceived performance problems and actions to be taken by the employee to correct these deficiencies. The employee's work performance will be reviewed again before the next review date on a date that is mutually agreeable to the department manager and the employee that would allow the employee sufficient time to correct the deficiencies. If a merit increase is granted at that time, the employee's original review date shall not change and s/he shall be eligible for the next merit increase after one year on paid status from the original review date. If a merit increase is denied a second time, the employee will receive monthly evaluations for a period not to exceed ninety (90) days outlining specific goals needed to achieve satisfactory performance. The General Manager shall be notified in all cases where an employee is placed on a special evaluation. Evaluations are not to be used as discipline; however, this section does not limit the District's right to discipline when appropriate.

8.1 Wages

Effective the first pay period in January in the years 2022 and 2023, wages shall be increased by the amount of the "San Francisco/Oakland/San Jose All Urban Consumers" Consumer Price Index from October to October, with a minimum of 0.5% and maximum of 4.5%.

8.2 Overtime

Overtime is defined as all hours required by Management and worked by the employee in excess of forty (40) hours in a work period as defined by the District. It is paid whether the work is continuous (i.e. directly following an 8-hour shift), occurs as a result of an emergency call-back or occurs on a holiday. In accordance with the Fair Labor Standards Act, overtime will be paid in quarter-hour increments with a minimum of seven and one-half (7-1/2) minutes worked for every 15 minutes of overtime pay.

Sick leave does not qualify as time worked for arriving at a 40-hour work week for the purpose of determining eligibility for overtime. Overtime will be paid at one and one-half times the base rate of pay unless the employee is eligible for overtime as defined by the Fair Labor Standards Act (FLSA).

In accordance with the FLSA regulations, overtime is paid at one and one-half times the regular rate of pay to all eligible employees for time worked in excess of 40 (forty) hours in a work week. Sick, vacation, compensatory time, and holiday leave does not qualify as time worked for arriving at a 40-hour work week for the purposes of determining eligibility for FLSA overtime.

8.3 Compensatory Time Off

Compensatory Time Off (CTO) is that time off given to compensate for; (1) overtime worked at the rate of time-and-one-half; (2) availability for on call duty and call back duty at straight time; and (3) in lieu holiday for holidays worked as a scheduled work day at straight time.

Effective January 1, 2014 employees may accrue a maximum of 80 (eighty) hours of CTO. Employees who have 80 hours of CTO banked shall receive pay for overtime worked and shall not be eligible to receive and bank further CTO time.

The maximum use of all compensatory time is forty eight (48) hours per quarter. Up to eight (8) hours of CTO may be carried over or rolled into vacation time and the remaining balance will be paid off at the end of each calendar year. Any overtime to be converted to compensatory time shall be converted in no less than one-half (1/2) hour increments. The procedure for requesting compensatory time off is the same as requesting vacation time. Vacation scheduling shall be as described in Article 9.5. CTO will not be authorized if it creates the need to pay overtime to another employee to cover.

8.4 On-Call

A. Because the District provides a vital community service, we must ensure 24 hour-a-day reliability. As 128 of the hours in a week are not within the normal work week, a significant portion of the work may occur as an emergency. Every employee is responsible for emergency work in their area of responsibility.

Emergency work can arise at all hours, around the calendar, and at any District location. Employees must be available for repairs and other urgently needed services, no matter when they occur.

In order to provide for this emergency service, certain Field employees' scheduled time will extend from 8:00 a.m. on Wednesday through 8:00 a.m. the following Wednesday. An employee so scheduled will receive 14 hours additional straight-time pay for being available during the assigned week, plus an additional 8-hour straight-time pay if a holiday falls within that period.

Employees working on-call must be available to report to work within one hour. Employees may give directions to customers over the phone in lieu of traveling to the service address. However, an employee shall not give directions over the phone instructing the customer to turn off (or on) the water at the angle meter stop (meter box). Time spent on the phone is compensable as time worked but the employee will not be credited for any travel time.

As compensation for on-call time requiring response to the site, the employee will be credited with forty-five (45) minutes straight time for travel time. However, travel time will not be given for on-call response that begins later than seventy-five minutes prior to the regularly scheduled start of the shift during the normal work week (i.e., later than 6:45 a.m. for an 8:00 a.m. shift). An additional 45 minutes of travel time will not be given when it is necessary to return to the District yard in the course of a service call, when an employee leaves one job site to travel to another, or if the employee receives a subsequent service call within ten (10) minutes of the end of time worked.

For employees using a District vehicle, time worked will begin when the employee arrives at the work site and will end when the employee leaves the work site. For employees using their private vehicle, time worked will begin when the employee arrives at the District Yard and will end when the employee leaves the yard after the service call is completed. The start and end times under both scenarios will be verified through the GPS system. Arrival is when the on-call vehicle is turned on at the designated site and end time is when the vehicle is turned off at the designated site.

Employees who drive their private vehicle to District headquarters to pick up a District vehicle for on-call will not be reimbursed for mileage. Employees are not allowed to use a personal vehicle to respond to on-call service calls.

Employees working on-call shall take a uniform home for the duration of the duty. Time spent changing into and out of uniform will not be compensated.

Change in Schedule. Any change made to the on-call service person's or the on-call supervisor's schedule must be submitted in writing and approved by the Operations and Maintenance Manager or his/her designee. Approval will not be granted for requests for more than two (2) consecutive on-call duty assignments. No requests for less than one full day of the regularly scheduled on-call shift will be approved, except that one (1) time during each on-call rotation, a request for as few as four (4) hours of the regularly scheduled on-call shift will be approved. Employees assigned to on-call duty shall work a minimum of three (3) rotations per year. On-call duty shall be assigned on a weekly rotational basis. The District reserves the right to make mandatory assignments due to insufficient staffing, operational necessity as determined by the Operations and Maintenance Manager or his/her designee or to enforce the minimum rotation requirement.

Sickness or Emergency. In the event of sickness or unexpected emergency causing an employee to be unavailable for his/her scheduled on-call period, when no other personnel is available to take the on-call period, the next regularly-scheduled on-call person shall be assigned as the on-call person until the period ends. The employee who was unavailable for his/her scheduled on-call period shall be put into the rotation as the next on-call person.

- B. In order to provide for emergency service, it is also necessary to provide for an On-Call Supervisor for each on-call shift. Certain Field employees may be designated as On-Call Supervisor. An employee so scheduled will receive 7 hours additional straight-time pay for being available during the assigned week, plus an additional 8 hours of straight-time pay if a holiday falls within that period.

The role of the on-call supervisor is to assign and direct the work. This individual, therefore, will not respond to perform the actual field work except in cases where:

- 1) the urgency of the situation demands a rapid response and the supervisor can be on-site before anyone else;
- 2) the supervisor's presence is required on-site to direct the work;
- 3) no one else is available; or
- 4) the supervisor is uniquely qualified to perform the necessary work.

Time responding under the first two cases listed above will be paid at the rate of time and a half. In the case of an on-call supervisor responding under situations 3 or 4 above, the response will not be considered part of the on-call supervisor responsibilities and the employee will be eligible to receive call-back pay under the provisions listed under Section 8.5.

8.5 Call-Back

If an employee who is not on call is called back for emergency work, he/she will receive 3 hours of straight-time pay plus forty-five (45) minutes straight time for travel time in addition to overtime for the actual time worked. For employees using their private vehicle, time worked will begin when the employee arrives at the District Yard. For employees using a District vehicle, time worked will begin when the employee arrives at the work site. Only one 3-hour payment will be granted during each 8-hour period, regardless of the number of times an employee is called back. Continuation of the regular work day will not be considered "call back"; the employee will be paid only for hours worked at the overtime rate; however, when employees are ordered to return to their work site or another specified work site following the termination of their normal work shift, they shall be considered to be on call-back. If an employee has physically left home and arrives at the job site and the call-back has been canceled, the three-hour minimum shall apply.

8.6 Use of Privately Owned Vehicle for District Business

If an employee is required to use his/her own vehicle for District business, the employee will be reimbursed at the current IRS accepted rate. The employee will be subject to District rules contained in Attachment G of this agreement.

8.7 Compensation Study

During the term of this MOU, should the District conduct a compensation study for District positions other than the General Manager utilizing comparative agencies outside Santa Cruz, Monterey, or San Benito Counties, it shall conduct a similar study for the Office and Field bargaining unit and shall reopen this agreement on the issue of wages only.

ARTICLE 9

Employee Leave

9.1 Regular Part-Time Employees - Benefit Eligibility

Regular part-time employees (more than 999 hours per year) shall be eligible for the same leave and insurance benefits as regular full-time employees based on the ratio of their budgeted work schedule to a full-time work schedule. For example, a thirty (30) hour per week position would receive 75% of the benefits provided by the District. Part-time employees shall pay the balance of the premium costs for all insurance benefits.

9.2 Holidays

A. District employees receive eleven paid fixed holidays throughout the year, as follows:

New Year's Day - January 1
Martin Luther King's Birthday - third Monday in January
Presidents' Day - third Monday in February
Memorial Day - last Monday in May
Independence Day - July 4
Labor Day - first Monday in September
Veterans' Day - November 11
Thanksgiving Day - fourth Thursday in November
Day after Thanksgiving Day
Christmas Eve - December 24
Christmas Day - December 25

B. When a holiday falls on a Sunday, the following Monday is observed as the holiday. When the holiday falls on a Saturday, the preceding Friday is observed as the holiday. If a holiday is observed while an employee is on authorized vacation or sick leave, the day will not be charged against that employee's accumulated leave time.

C. Holiday pay is at straight time for shift, plus one-and-a-half time for time worked, to the nearest quarter hour.

D. In order to qualify for holiday compensation, the employee is required to work or be on a paid status such as sick leave or annual leave on his/her last scheduled work day prior to the holiday and his/her first scheduled work day following a holiday.

9.3 Floating Holidays

In addition to the above fixed holidays, employees shall be granted sixteen (16) hours of floating holiday on July 1 of each year. Floating holidays will be added to each employee's vacation accrual. When an employee terminates, the employee will not be paid for floating holidays not previously taken. New employees shall be granted floating holidays on a fiscal year prorated basis based on their hire date. The first 16 hours of vacation taken each fiscal year will be considered the floating holidays and scheduling will be the same as for vacation. Employees must use all floating holidays within the fiscal year that they are earned.

9.4 Vacations

- A. Employees covered by this agreement are eligible for paid vacations. Although vacation credit is earned by new employees during the initial probationary period, it cannot be taken until after completion of the probationary period. All vacation and other leave time is accrued on a bi-weekly basis.
- B. If possible, employees will be allowed to use vacation at the time of their choice; however, the service needs of the District must come first. Approval of vacation time is subject to the operational needs of the District and the maximum number of employees to be allowed time off in any given department as outlined in Section 9.5 (C.). Seniority, date of request and special individual circumstances will all be considered should scheduling conflicts occur. In the event of a conflict, the decision of the General Manager shall be final.
- C. Annual vacation entitlement shall be as follows:

<u>Years of Service</u>	<u>Vacation Earned</u>
1 through 3	12 days
4 through 5	14 days
6 through 8	17 days
9 through 10	19 days
11 through 13	22 days
14 through 16	23 days
17 through 19	24 days
20 and over	25 days

- D. Paid vacation is granted for the purposes of rest and relaxation, and all employees are encouraged to take at least one half of their vacation entitlement in the year that it is earned. To facilitate coverage, the District also requires that at least three (3) working days of notice be given prior to using vacation leave, unless unforeseen circumstances make this impossible.
- E. An employee may accrue no more than twice the annual entitlement plus 40 hours of vacation as of June 30, unless specific written authorization is received from the General Manager. Employee may waive vacation time and remain on the job and receive additional pay in lieu of time off with the specific approval of the General Manager. Employees can only receive pay in lieu of vacation for vacation time already earned.
- F. If an employee leaves the District for any reason, he/she will be paid for any earned but unused vacation.

9.5 Vacation Scheduling

All requests for vacation usage shall be submitted by the individual requesting the leave. The amount of leave hours available will be verified by the employee's supervisor for review and initial approval. The Department Manager has final approval. Guidelines for approval or denial of requests are as follows:

- A. Requests must be submitted in quarter-hour increments at least three (3) working days prior to the first day of the requested time off.

- B. When employees request similar dates for vacation leave, the District shall approve or deny said requests in accordance with the date the request was submitted and seniority. Requests for five or more consecutive days will be evaluated prior to requests for less than five consecutive days. Special individual circumstances will also be considered in the determination of granting or denying leave requests. The decision of the General Manager is final and non-grievable.
- C. The maximum number of employees that may be granted time off from the various sections is listed below. Operational issues may necessitate temporarily reducing the maximum number that may be off in a particular section.
 - 1) Field (Operations and Maintenance) – Five (5) employees total excluding the Equipment Mechanic, the Water Quality Program Coordinator, Water Sampling Technician, and the Operations and Maintenance Worker as follows:
 - a. Operations – Two (2) employees
 - b. Maintenance – Three (3) employees
 - 2) Customer Service Office – One (1) employee unless prior coverage is arranged
 - 3) Customer Service Field - Two (2) employees
 - 4) Engineering - Two (2) employees
 - 5) Accounting - One (1) employee

Department Managers and Supervisors are not included in the above listed maximum.

- D. Vacation and/or comp time used in lieu of sick leave, when an employee no longer possesses any sick leave shall not be subject to this scheduling policy.
- E. Any changes to the vacation scheduling guidelines shall be noticed to the Union 30 days in advance.

9.6 Illness During Vacation

An employee who becomes ill or is hospitalized while on vacation and provides a written statement from a licensed medical practitioner to this effect shall have the period of illness charged against sick leave and not vacation leave.

9.7 Personal Leave

Staff who do not participate in the on-call rotation, are entitled to two additional days of personal leave annually. This additional leave will be accrued each pay period and added to the employee's vacation balance.

9.8 Sick Leave

- A. Sick leave is accrued on a bi-weekly basis for a total of 12 days per year, beginning with the date of hire. There is no limit to the number of days of sick leave that can be accumulated. All normal benefits shall continue when an employee is on paid sick leave.
- B. Employees may use paid sick leave for illness or preventive care for themselves or a family member, as well as for the diagnosis, care, or treatment of their own, or their family member's existing health condition. Time off for doctor and dental appointments during normal working hours will be deducted from accrued sick leave. Paid sick leave may be used by an employee who is a victim of domestic violence, sexual assault or stalking.

- C. Family members are defined as the employee's parent, child, spouse, registered domestic partner, grandparent, grandchild, and sibling.
- D. Sick leave is to be used for illness or injury, unless such illness or injury arises from work for another employer. Improper use of sick leave may be grounds for disciplinary action. Employees may be required to file a physician's certificate showing the time they were under medical care and approval for their return-to work, particularly if the absence lasts three days or more, or if there are a number of absences in a short period of time. In addition, the District may require a medical examination, at its expense, any time that there appears to be a question regarding an employee's fitness for performing assigned work.
- E. It is the employee's responsibility to notify their supervisor or designated District representative if they are to be off on sick leave as follows: Field Employees - one hour before the start of their shift; Office Employees - no later than 1/2-hour after start of their shift.

9.9 Personal Sick Leave Time Allowance

After completing the probationary period or if an employee meets the criterion outlined below on June 30 of any year, all qualified employees are entitled to convert two days of accrued sick leave to vacation time. This will reduce the accumulated sick leave balance by the converted amount. The criterion is:

- A. That not more than 8 days (64 hours) of the sick leave entitlement has been used during the prior year, AND
- B. That the employee has an accumulated balance of at least 10 days of sick leave as of June 30.

9.10 Sick Leave Incentive

Upon retirement or termination for other than gross misconduct, employees will be paid for unused sick leave according to the following schedule:

<u>Days of Unused Sick Leave</u>	<u>Straight-Time Payment Upon Termination</u>
1 through 10	No Payment
11 through 30	25% of days accrued
31 through 50	45% of days accrued
51 and over	60% of days accrued

9.11 Bereavement Leave

- A. If a death in an employee's immediate family occurs, the employee may be eligible, with approval by the Department Manager for up to two (2) days of District-paid Bereavement leave annually, to attend to the needs of the family. Annual District-paid Bereavement leave not utilized by June 30th of each year will not be rolled over or accumulated.
- B. The employee may utilize up to three (3) days of sick leave, compensatory time or vacation leave for each subsequent incident and/or additional time beyond the District-paid days. If an employee requires more than three (3) days, the General Manager has sole discretion to approve or deny the request.

- C. "Immediate family" shall be defined as spouse, registered domestic partner, parent, grandparent, child, step-parent or step-child, grandchild, sibling, and father or mother in-law, brother or sister in-law, and/or son or daughter in-law (in-law relationships also apply to the family members of registered domestic partners).
- D. Employees may request bereavement leave under this section for individuals for whom they have acted in the place of a parent (in-loco parentis), and for any close interpersonal relationship. The General Manager has the sole discretion to provide leave for a close interpersonal relationship, make the determination of in-loco parentis, and to determine the duration of the leave period. The decision of the General Manager is final and non-grievable.

9.12 Medical/Disability Leave Without Pay

- A. Employees may request medical leave without pay and file for State Disability Insurance (SDI). Medical leave without pay shall be granted in accordance with the standards established by the Family Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA").
- B. In case of extended disability beyond the FMLA/CFRA provisions and after exhausting all of his/her accrued paid leave (including vacation and comp time), an employee may request the Board of Directors to approve additional leave without pay. The request shall be initially submitted to Human Resources and must contain a statement from a health care provider setting forth the need for the leave and the probable duration.

9.13 Family and Maternity Leave

The District shall implement family leave (including maternity leave) in accordance with the standards established by the Family Medical Leave Act ("FMLA"), the California Family Rights Act ("CFRA") and California Pregnancy Disability Leave (PDL). Please reference Article 6.10 of the Employee Handbook. Any changes to the above listed provisions are subject to meet and confer.

9.14 Safety Leave

In the event an employee is called out to perform work, or performs work from home for a minimum of one hour (the one hour minimum only applies to work from home and not to call outs) for the District between the hours of 12:00 a.m. and 6:00 a.m. on days immediately followed by a scheduled work shift beginning at 8:00 a.m. or 8:30 a.m., that employee shall be granted paid safety leave which must be taken either at the beginning or end of their scheduled shift on that same work day.

Safety leave shall be granted in the following increments:

- A. Hours worked between 12:00 a.m. and 8:00 a.m. which total four (4) hours or less: Two (2) hours paid safety leave.
- B. Hours worked between 12:00 a.m. and 8:00 a.m. in excess of four (4) hours: Hour for hour in 15-minute increments for those hours worked in excess of four hours.

A maximum of six (6) hours safety leave shall be granted for any one shift. Safety leave is considered "time worked" for purposes of computing eligibility for overtime hours actually worked.

9.15 Leave of Absence Without Pay

The General Manager will make every effort to accommodate an employee with up to a 30-day leave of absence without pay for any legitimate non-medical purpose, with the exception of other employment. The granting of this leave ensures that the employee can be reinstated to his/her same job or to another job in the same classification.

9.16 Benefit Accrual During Leave Without Pay

While on any type of leave without pay, employees will not accrue vacation, sick leave, compensatory time or holidays. In addition, time will not accrue toward service retirement or seniority. The District will not continue to pay for insurance coverage except when an employee is on FMLA or extended medical/disability leave; however, an employee on leave without pay for other than FMLA reasons may continue group insurance coverage by paying the premiums directly to the District for the duration of the leave.

9.17 Supplemental Workers' Compensation Leave

- A. Upon regular employment with the District, each Office and Field employee will be granted a one-time allocation of 60 hours of Supplemental Workers' Compensation Leave. Supplemental Workers' Compensation Leave can only be used to make up the difference of the payment by Workers' Compensation Insurance and regular salary, shall be used only in conjunction with Workers' Compensation Disability payments, and is subject to the same three-day waiting period. An employee cannot use this benefit unless eligible for Workers' Compensation Disability payments and only after all but 96 hours of accrued sick leave is used.
- B. In January of each year, employees who have not used their Supplemental Workers' Compensation Leave during the previous calendar year will be awarded 60 hours additional Workers' Compensation Leave with the maximum total accrual for each employee not to exceed 60 hours.

C. The following examples should help clarify the supplemental Workers' Compensation leave:

		<u>Employee #1</u>	<u>Employee #2</u>	<u>Employee #3</u>
1989	Credit	60 hours	60 hours	60 hours
	Used	0 hours	10 hours	60 hours
1990	Credit	60 hours	50 hours	0 hours
	Used	20 hours	0 hours	0 hours
1991	Credit	40 hours	60 hours	60 hours

9.18 Jury Duty and Public Service Leave

- A. If an employee is called for jury duty, the District will pay their regular salary for the duration of service. The amount paid for jury service will be deducted from the employee's regular salary so that the total amount does not exceed the normal salary.
- B. In all circumstances, an employee may not receive more than the total of their regular salary for any public service leave.
- C. If an employee regularly serves in a volunteer public safety capacity (fire or police), special paid leave will be granted if that employee is called for emergency service.

9.19 School and Child-Related Activities Leave

Employees are eligible to leave to attend to specified school activities of their children as required by California Labor Code section 230.8.

9.20 Military Duty and Military Family Leave

A. Military leaves and benefit accruals while on military leave will be administered in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the California Military and Veterans Code.

B. Military Family Leave entitlements will be administered in accordance with the Family Medical Leave Act (FMLA) and California Military and Veterans Code.

9.21 Payment of Accrued Benefits Upon Death

If an employee should die while actively employed with the District, all accrued benefits will be paid to the employee's designated beneficiary. In the absence of a written beneficiary designation, the District will pay benefits in the same order as CalPERS.

ARTICLE 10

Health Benefits

10.1 Regular Part-Time Employees - Benefit Eligibility

Unless otherwise specified, regular part-time employees (more than 999 hours per year) shall be eligible for the same insurance benefits as regular full-time employees based on the ratio of their budgeted work schedule to a full-time work schedule (40 hours per week). For example, a thirty (30) hour per week position would receive 75% of the benefits provided by the District. Part-time employees shall pay the balance of the premium costs for all insurance benefits.

10.2 Medical Insurance Plans

A. The District provides medical insurance for employees and their eligible dependents following the applicable waiting period.

B. The maximum monthly District contribution, including the PERS required minimum, will equal 90% of the premium for the Bay Area Region Blue Shield HMO, or the PERS Choice Blue Cross PPO. Employees enrolled in other plans will be required to pay any applicable additional cost. Employee premium contributions are paid through payroll deduction. In no event will an employee be credited based on the plan chosen.

10.3 Cash in Lieu of Medical Plan

If an employee is covered by other than District-offered medical insurance, the District, upon proof of other group medical insurance and written request by the employee to be excluded from the District's plan, will pay the employee as additional compensation, 30% of the adjusted premium. (The adjusted premium is defined as the monthly employer plan contribution identified in Article 10.2 – Medical Insurance Plans.) Cash in lieu will be paid as a taxable cash benefit and must be renewed and verified annually. The employee will be required to participate in the District's 100% employer-paid Vision and Dental plans.

10.4 Dental Plan

The District provides dental coverage for employees and their eligible dependents at no cost to employees. The current plan is the Delta Dental PPO Plan.

10.5 Vision Plan

The District provides a vision plan for employees and their eligible dependents at no cost to employees. The current plan is the VSP plan.

10.6 Flexible Spending Account (FSA)

The District offers two Flexible Spending Account (FSA) plans. The FSA accounts will reimburse employees who elect to join for eligible out-of-pocket health expenses and child care expenses on a pretax basis.

10.7 Employee Assistance Program (EAP)

The District provides an Employee Assistance Program (EAP) for employees and their eligible dependents at no cost to employees.

10.8 Cafeteria Plans

Employee health plan premium contributions and FSA contributions are made through payroll deduction on a pre-tax basis in accordance with IRS regulations, through the District's Section 125 Cafeteria Plans.

10.9 Life Insurance

District employees who work at least 30 hours per week have a fully paid \$20,000 term life insurance plan, following an applicable waiting period. Employees may purchase additional life insurance up to a total of \$40,000 subject to the approval of the insurance provider. Dependent coverage of \$1500 for spouse and \$1000 for dependent children is also included.

10.10 Long Term Disability

Regular full time (30 hours per week) District employees who are actively at work, have long term disability coverage through the Standard Insurance Company. Actively at Work includes regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days and is a citizen or resident of the United States or Canada.

10.11 Insurance Continuation

Federal legislation (COBRA) entitles employees and/or dependents to continuation of group medical insurance at their expense for 18 to 36 months after termination, in most cases. Details of qualifying events, coverage and payment, as well as enrollment forms are available from Human Resources.

ARTICLE 11

Retirement

11.1 Retirement

The District provides employee retirement plan enrollment under the California Public Employees Retirement System (CalPERS).

A. Classic CalPERS Members

- 1) For employees hired before February 1, 2013 as well as those who qualify for pension reciprocity pursuant to Government Code Section 7522.02 (c) and any related reciprocity requirements established by PERS, the District provides the 2.5% at 55 years retirement plan based on the average of the highest three years of the employee's salary.
- 2) These employees shall pay 100% of the employee contribution as determined by PERS. The District shall not pick up any portion of the required employee contribution. The District has set up a qualifying plan under the IRC 414(h)(2) regulations, that provides for employee contributions are to be treated as employer contributions for tax purposes, thereby retaining the tax exemption for deferred compensation.

B. PEPRA CalPERS Members

- 1) For employees hired on or after February 1, 2013, and who do not qualify for pension reciprocity pursuant to Government Code Section 7522.02 (c), the District provides retirement coverage through the PERS retirement formula under Government Code Section 7522.20 (2% at 62 years). This formula shall be based upon the employee's final 3 year average salary.
- 2) These employees shall pay at least 50% of the annual actuarially determined normal cost of their pension plan as determined by PERS. The District shall not pick up any portion of the required employee contribution. The District has set up a qualifying plan under the IRC 414(h)(2) regulations that provides for employee contributions to be treated as employer contributions for tax purposes, thereby retaining the tax exemption for deferred compensation.

11.2 Disability and Industrial Disability Retirement

The District provides coverage under the California Public Employees Retirement System (PERS) for all regular employees. The District contracts with CalPERS for two disability retirement plans; disability retirement and industrial disability retirement.

A. Disability Retirement

Disability retirement has no minimum age requirement and the disability does not have to be job related. However, an employee must have a minimum of five (5) years of CalPERS service credits to qualify for this type of retirement.

B. Industrial Disability Retirement

Employees hired prior to December 18, 2005, are also eligible for industrial disability retirement should they become permanently disabled from a job-related injury or illness. Industrial disability retirement has no minimum age or service credit requirement.

11.3 Service Retiree Medical Benefits

A. Employees hired prior to February 1, 2013:

- 1) The District will provide continuing basic medical care coverage only, up to the premium cost paid for active employees, to a retired employee and one eligible dependent upon service retirement, provided all of the following conditions apply:
 - (a) the employee is not retiring in lieu of being terminated for cause;
 - (b) the employee is 55 years of age or older;
 - (c) the employee has at least 10 continuous years of District service;
 - (d) Medicare or a similar form of governmental health care coverage is unavailable;
 - (e) the retiree is not eligible for medical coverage at any other job; and
 - (f) a retiree is not covered by a spouse's health insurance.
- 2) The District will pay a pro-rated share of this benefit to eligible part-time employees. The pro-rated share of the premiums shall be based upon the proportion of the part-time employee's hours in relation to full time equivalency (FTE) calculated from date of hire.

B. Employees hired on or after February 1, 2013:

- 1) The District will provide continuing basic medical care coverage only, up to the 50% of the premium cost paid for active employees, to a retired employee and one eligible dependent upon service retirement, provided all of the following conditions apply:
 - (a) the employee is not retiring in lieu of being terminated for cause;
 - (b) the employee is 62 years of age or older;
 - (c) the employee has at least 10 continuous years of District service;
 - (d) Medicare or a similar form of governmental health care coverage is unavailable,
 - (e) the retiree is not eligible for medical coverage at any other job; and
 - (f) a retiree is not covered by a spouse's health insurance.
- 2) For employees who retire with more than 10 years of continuous service the District will provide an additional 5% of the premium cost for each year of continuous District service above 10 years, up to 100% of the premium cost paid for active employees.
- 3) The District will pay a pro-rated share of this benefit to eligible part-time employees. The pro-rated share of the premiums shall be based upon the proportion of the part-time employee's hours in relation to full time equivalency (FTE) calculated from date of hire.

11.4 Disability Retiree Medical Benefits

Upon disability retirement, the District will provide continuing basic medical care coverage, up to the premium cost paid for active employees, to a retired employee and one eligible dependent, provided the following conditions apply:

- (a) the employee has attained 55 years of age or has at least 20 continuous years of District Service;
- (b) Medicare or a similar form of governmental health care coverage is unavailable;
- (c) the retiree is not eligible for medical coverage at any other job; and
- (d) a retiree is not covered by an eligible dependent's health insurance.

11.5 Medicare Eligibility

- A. At such time as the retired employee becomes eligible for Medicare or its equivalent, the District will contribute the minimum PERS percentage toward the Medicare supplemental plan, based on the United HealthCare (UHC) Group Medical Advantage PPO Plan, or the lowest cost Medicare supplemental plan offered by CalPERS, should the UHC plan be eliminated.
- B. Continued coverage for a retiree's spouse shall be determined based on that person's age and Medicare eligibility. The District will continue coverage under this program for surviving spouses of deceased eligible retirees.

11.6 Deferred Compensation

The District offers its employees the opportunity to voluntarily participate in a deferred compensation IRS Section 457 Retirement plan. Contributions are made through tax exempt payroll deduction.

ARTICLE 12

Clothing and Safety

12.1 Safety

The District and the Union desire to maintain a safe place of employment for all District employees and to that end, the District will work jointly with the Union to make provisions necessary for the safety of employees in the performance of their work.

12.2 Clothing and Safety Shoes

The District will provide uniforms, including rain gear and a safety shoe allowance to District personnel where appropriate. Uniforms enhance employee safety and the District will determine which positions are required to wear a uniform as well as what constitutes a uniform to ensure that employees are dressed in a manner that is consistent with good business practices and the requirements of the job.

A. Uniforms

There are two categories of uniforms:

- 1) **Full Uniform**: The full uniform consists of shirts, pants, and jackets that are provided and laundered at the District's expense. Designated staff may instead opt to choose a District logo shirt purchased by the District and maintained by the employee. District logo shirts shall be purchased twice a year on January 31 and July 31.
- 2) **Modified Uniform**: The modified uniform consists of District logo shirts that are purchased by the District and maintained by the employee. Modified uniforms shall be purchased once a year on January 31.

B. Safety Shoes

- 1) The District will reimburse up to \$175 per Field employee each fiscal year for the cost of approved safety shoes or boots. If needed due to substantial wear, the Department Manager may authorize a second pair of footwear; however, the total reimbursement for

all footwear provided by the District shall not exceed \$175 in any fiscal year. District purchased footwear is not to be worn off duty except to and from work.

- 2) Employees assigned to the Engineering and Conservation Divisions who are required to perform work in the field or at construction sites will be reimbursed for one pair of approved safety shoes on an as-needed basis with prior authorization of the Engineering or Conservation/Customer Service Field Manager. These safety shoe reimbursements will not exceed once per year and the maximum allowance of \$175. Other appropriate safety gear will also be provided.
- 3) To receive reimbursement for approved safety shoe purchases, an employee must submit the receipt to his/her supervisor. If shoes are lost, stolen or damaged not due to the employee's negligence, the District can arrange for an emergency boot allowance or an allowance to be repaid by the employee over a specified period of time.

12.3 Equipment Mechanic Tools

- A. The Equipment Mechanic is required to own and maintain a full set of mechanic's tools in Standard and Metric sizes up to 1" (basic tools). All larger tools and specialized tools will be furnished by the District.
- B. The Equipment Mechanic is required to supply tools necessary for performance of their job and will be paid a tool reimbursement not to exceed \$350 per fiscal year.
 - 1) The intent of this reimbursement policy is to allow for the replacement and/or purchase of tools due to wear, breakage, loss and expanding requirements that occur in the normal course of work.
 - 2) All requests for reimbursement of tool purchases, accompanied by receipts, shall be submitted to the department manager for approval.

12.4 Workers' Compensation

District employees are covered by the California Workers' Compensation Laws. If an employee is injured or becomes ill as a result of work or working conditions, sick leave or other accrued leave may be used to make up the difference between the Workers' Compensation payment and full salary.

When an employee is injured or becomes ill from work-related causes, the employee must report this to his/her supervisor immediately. The initial doctor's visit will not be charged against sick leave. If an employee does not report the incident promptly or refuses a medical attention offer, the employee may lose the right to Workers' Compensation benefits.

Employees receiving Workers' Compensation disability payments will be considered to be in a paid status and will continue to receive sick leave, vacation, holidays and service accrual and all insurance benefits.

ARTICLE 13

Education, Licenses and Certifications

13.1 Educational Incentive

It is the policy of the District to encourage employees to improve their job skills and career potential and, thereby, their effectiveness as District employees.

- A. With prior approval of the supervisor and the General Manager, and upon successful completion of the course(s), an employee will be reimbursed for the costs of tuition and books for courses in subjects that can be shown to improve the employee's job performance and/or District career potential.
- B. Classes should normally be scheduled for non-work hours; however, if this is not possible, an effort can be made to temporarily modify an employee's work schedule for the duration of the course.

13.2 Reimbursement for Licenses and Certificates

- A. The District will reimburse an employee for the actual costs of obtaining and maintaining required special licenses, certificates and registrations. The District will not however, pay additional fees when licenses are not renewed on time. Further the District will not pay for test prep courses or exam fees when these are required to renew a license that has been allowed to lapse.
- B. Reimbursements for two-day exam prep study courses and exam fees are limited to two attempts to obtain any single certification or license. Courses over two days are subject to prior approval by the department manager.
- C. Any employee who attends a District-paid prep study course and fails to register for or take the next scheduled test is not entitled to receive any further District-paid study courses to obtain that particular certification unless the failure to register or take the test was due to extenuating circumstances. The General Manager has sole discretion in determining what constitutes extenuating circumstances.
- D. With prior approval, a District vehicle may be used to attend any associated training or testing. Mileage will be reimbursed when a personal vehicle is used.
- E. Fees for California Class C driver's licenses shall not be reimbursed under this provision; however, reimbursement shall be provided for that portion of a Class A and/or B license fee and/or hazardous material endorsement fee, where such licenses and/or endorsements are required by the job class specifications.
- F. The District will pay wages for time spent in test taking for required licenses and certifications.

13.3 Certification Stipends

As an incentive to encourage employees to acquire knowledge in areas related to current or future position(s), the District will provide a monthly stipend of \$50 per certification based on certification at a higher level than what is required for the current classification. The stipend is not subject to any cost of living increases and will continue as long as the certification is

maintained and not a requirement of the position. The stipend will, however, cease upon promotion or transfer to a higher classification which includes the certification as a requirement.

Probationary employees are not eligible to receive a certification stipend until the probationary period is satisfactorily completed and the required certification for the current position is obtained.

Only one (1) distribution certification and one (1) treatment certification at a level above the requirement for the current classification will be approved. Obtaining additional certification will not result in the loss of the stipend. Approved certifications are listed below, however these may be subject to change and the employee shall submit a written request for approval from the Department Manager prior to seeking the certification.

Position	Required Certifications	Approved Certifications	Maximum Stipend
Construction Inspector	Grade D-2	Grade D-3	\$50/mo
Water Distribution Operator I	Grade D-2	Grade D-3 & Grade T-1	\$100/mo
Water Distribution Operator II	Grade D-2	Grade D-3 & Grade T-1	\$100/mo
Customer Service Field Worker I	Grade D-2	Grade D-3 & Grade T-1	\$100/mo
Customer Service Field Worker II	Grade D-2	Grade D-3 & Grade T-1	\$100/mo
Customer Service Field Crew Leader	Grade D-2	Grade D-3 & Grade T-1	\$100/mo
Electrical Technician	Grade D-3 & Grade T-2	Grade D-4 & Grade T-3	\$100/mo
Lead Water Distribution Operator	Grade D-3 & Grade T-2	Grade D-4 & Grade T-3	\$100/mo
Sr. Water Distribution Operator	Grade D-3 & Grade T-1	Grade D-4 & Grade T-2	\$100/mo
Water Quality Program Coordinator	Grade D-3 & Grade T-2	Grade D-4 & Grade T-3	\$100/mo
Water Systems Operator I	Grade D-2 & Grade T-1	Grade D-3 & Grade T-2	\$100/mo
Water Systems Operator II	Grade D-2 & Grade T-2	Grade D-3 & Grade T-3	\$100/mo
Water Sys Op/Instrument Tech	Grade D-3 & Grade T-2	Grade D-4 & Grade T-3	\$100/mo
Water Sampling Technician	Grade D-2 & Grade T-2	Grade D-3 & Grade T-3	\$100/mo

ARTICLE 14

Discipline

14.1 Discipline Process

The purpose of discipline is to improve employee performance, not merely to chastise or punish the employee. Accordingly, any necessary discipline shall be approached positively and in a spirit of fairness and equal treatment. Any actions shall be consistent from department to department and shall follow a logical series of progressive steps, each step documented by a supervisor's notes in an employee's personnel file.

In general, the process is as follows:

Counseling - in which performance deficiencies are verbally explained to the employee and suggestions for improvement made. The supervisor should note the date, time and subject, but no formal record will be made in the employee's personnel file.

Verbal Reprimand - in which the employee is formally warned regarding his/her performance and a notation is made in the employee's personnel file.

Written Reprimand - in which an employee receives a written notice documenting the performance problem with a copy to the employee's personnel file.

Suspension - in which an employee is suspended from work without pay for a period of one to fifteen days.

Dismissal - in which the employee is terminated for cause.

Discipline may progress through the various steps or may begin at any step, depending upon the nature of the infraction. The immediate supervisor may exercise discipline through suspension.

14.2 Action Prior to the Imposition of Discipline

Except for verbal or written reprimands or where circumstances dictate the District taking immediate action to remove the employee from the work place, the District shall provide the affected employee with written notice prior to taking disciplinary action. In cases where immediate action is dictated, written notice shall be provided the employee within two (2) working days from the date of the action.

14.3 Notice of Disciplinary Action

Written notice of any disciplinary action resulting in suspension of more than 3 working days, demotion, or dismissal shall be provided to the employee via certified mail and shall include:

- (a) The nature of the disciplinary action.
- (b) The effective date of the disciplinary action.
- (c) A summary of the employee's action or offense that resulted in this disciplinary action.
- (d) A statement advising the employee of his/her right to appeal.

If the employee is a Union member, the Union shall also be provided written notice of the above information via certified mail.

14.4 Disciplinary Appeal

All disciplinary action taken against an employee in District service must receive the approval of the Department Manager.

A. Minor Discipline

In cases of verbal or written reprimand or suspension of up to three working days, the affected employee shall have the right of appeal up through the General Manager.

Step 1 - An employee who has received discipline from a supervisor may appeal to the Department Manager within ten (10) days from the imposition of the discipline. The appeal must be submitted in writing and contain the following:

1. Name of the employee;
2. Name of the supervisor;
3. Type of discipline imposed;
4. Date the discipline was imposed;
5. Reasons why the employee believes the discipline is inappropriate;
6. Corrective action desired; and
7. Name of any person or representative chosen by the employee to participate in the disciplinary appeal hearing.

Upon receipt of the written appeal, the Department Manager shall talk with the employee, and his/her representative, if requested, the immediate supervisor and others as appropriate and, within ten (10) working days of receipt of the appeal, prepare a written decision to either uphold, repeal or amend the disciplinary action and the basis for the decision.

Step 2 - If the employee remains dissatisfied with the decision of the Department Manager, that decision may be appealed in writing to the General Manager within five (5) working days of receiving the Department Manger's decision. The General Manager will consider all aspects of the appeal, gathering information from others, including the employee and his/her representative, and shall render a final written decision within ten (10) working days after meeting with the employee.

B. Major Discipline

In cases of proposed major discipline (suspension of greater than three (3) working days, demotion, or termination), the employee may request a "Skelly Hearing" within five (5) working days of receipt of a Notice of Intent.

The General Manager, or designee shall hold the Skelly hearing within five (5) working days of the employee's request and shall render a written decision within five (5) working days following the Skelly hearing.

The employee may appeal the General Manager's or designee's decision to the District Board within five (5) working days of receipt. Such appeal shall be filed with the District Board Clerk. At its next scheduled general meeting, the District Board shall designate a hearing officer, who shall be a party neutral to the dispute, possessing legal training to conduct a fair and impartial disciplinary appeal hearing.

The Hearing Officer shall hold a hearing, receive evidence and prepare written findings supporting its decision. All efforts shall be made to schedule the hearing within 30 days of the notice of appeal. At the request of either party, the hearing shall be recorded, but not

transcribed. Should any party desire a transcript they shall bear the expense of the transcript preparation and shall provide a copy to the other side for no fee.

Upon mutual agreement, the District and the Employee and/or his/her representative may submit briefs to the hearing officer in lieu of a hearing.

The Hearing Officer's expenses shall be borne by the District. Each party shall bear the cost of its own representation.

Evidence: Parties may furnish relevant evidence to the Hearing Officer. Relevant evidence shall be of the sort that a reasonable person would rely upon to understand the issues in the case. Formal rules of evidence do not apply.

Findings: The Hearing Officer shall prepare a written report, which makes findings of fact and includes a recommendation to affirm, modify or overturn the disciplinary action. The report shall be filed as soon as possible after conclusion of the hearing and be sent to the District Board Clerk who shall forward the decision to the Appellant, the District Board, the General Manager and to any other official from whose action the appeal was taken.

Finality: The report of the Hearing Officer will then be considered by the District Board at its next regularly scheduled meeting for final action. After reviewing the report of the hearing officer and any hearing documents requested, the District Board shall meet to discuss the matter and make its decision. The meeting shall be closed to the public unless precluded by law. The District Board shall render its decision in writing which shall be final.

14.5 Causes for Disciplinary Action by the District

The District may take disciplinary action against a regular employee for misconduct including, but not limited to: fraud in securing employment by making a false statement on an application for employment or on any supporting documents furnished with or made a part of any application; incompetence such as failure to comply with the minimum standard of an employee's position for a significant period of time; inexcusable neglect of duty, such as failure to perform duties required of an employee within his position; willful disobedience and insubordination such as a willful failure to submit to duly appointed or acting supervisor or conform to duly established orders or directions of persons in a supervisory position; dishonesty involving employment; being under the influence of alcohol or intoxicating drugs when reporting to duty or while on duty; inexcusable absence without leave; conviction of a felony, or a misdemeanor involving moral turpitude, which shall be deemed to include only crimes involving dishonesty or character depravity; improper or unauthorized use of District property; violation of the Rules and Regulations of any department, which Rules and Regulations are adopted pursuant to or continued to these Rules and Regulations; violation of Safety Rules; any willful act of conduct undertaken in bad faith which either during or outside of duty hours is of such a nature that it causes discredit to fall upon the District, the employee's department or division. Willful failure to maintain proper decorum during working hours causing discredit to the employee's department or division; discourteous treatment of the public or District Board Members; abuse of sick leave; inattention to duty, tardiness, indolence, carelessness or failure to report to work or to call in according to the District's Employee Handbook; acceptance, from any source, of a reward, gift or other form of remuneration in addition to regular compensation by an employee for the performance of official duties; falsification of any District report or record.

14.6 Use of Video Surveillance Cameras

The District may use video cameras as evidence for the discipline or discharge of an employee for any reason listed as Causes for Disciplinary Action by the District (Article 14.5). If the

information from the video is to be used to discipline or discharge an employee, the District must provide the Union, prior to the hearing, an opportunity to review the video used by the District to support the discipline or discharge. The District shall not install or use video cameras in bathrooms or places where employees change clothing.

The District shall notify employees of the locations of all surveillance cameras on District properties. If the District installs new surveillance equipment it shall notify the Union.

ARTICLE 15

Savings Clause

If any article or section of this contract or any rider thereto should be held invalid, illegal or unenforceable by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending final determination as to its validity or legality, the remainder of this contract or any rider thereto, or the application of such article or section to persons or circumstances other than those which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

It is further the intent that should any article or sections of this contract be held invalid, illegal or unenforceable and inoperable, that article or section shall be renegotiated in an attempt to provide validity, legality and acceptability to such section or article.

Amendments to Agreement - This Agreement may be amended only by the mutual written agreement of the parties. Such amendments shall be lettered, dated, and signed by the parties and shall constitute a part of this Agreement.

ARTICLE 16

Entire Agreement

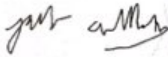
The parties acknowledge that during the negotiations resulting in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties are set forth in this agreement. Therefore, the District and the Union, 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 covered in this agreement, except as specifically appropriate under Section 5.1. This agreement may only be amended during its term by the mutual agreement in writing of both parties.

This contract contains the entire agreement between the parties hereto and neither party shall be bound by any statement, representation, agreement, stipulation, or provision made prior to the execution here of and not set forth herein.

ARTICLE 17

Term

This contract shall expire on January 31, 2023. Ninety (90) days prior to the expiration, the parties shall meet and confer, at the request of the Union or the District, to amend or extend this Memorandum of Understanding.



Digitally signed by Jacob
Arnold
Date: 2021.02.03
09:41:15 -08'00'

Jacob Arnold
Employee



Digitally signed by
Amanda Bunte
Date: 2021.02.03
08:38:17 -08'00'

Amanda Bunte
Employee Negotiator
Kiernan Colby

Digitally signed by
Kiernan Colby
Date: 2021.02.03
15:15:36 -08'00'

Kiernan Colby
Service Employees International Union,
Local 521

Traci Hart

Digitally signed by Traci Hart
DN: cn=Traci Hart, o=Sequim Creek Water
District, ou=Human Resources,
email=traci@sequimcreekwater.org,
c=US
Date: 2021.02.02 09:22:35 -08'00'

Traci Hart
District Negotiator

Date: _____

Date: 2/1/2021

LIST OF APPENDICES

- APPENDIX A - LIST OF CLASS AND PAY SCHEDULES**
- APPENDIX B - HARASSMENT**
- APPENDIX C - USE OF DISTRICT VEHICLES AND MOBILE EQUIPMENT**
- APPENDIX D - FIELD EMPLOYEES WORK PRACTICES**
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- APPENDIX G - USE OF PRIVATELY-OWNED VEHICLES FOR DISTRICT BUSINESS, AND DISTRICT APPROVED TRAVEL**
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