

MEMORANDUM OF UNDERSTANDING  
between  
COASTSIDE COUNTY WATER DISTRICT  
and  
TEAMSTERS LOCAL 856  
for the period  
July 1, 2017 through June 30, 2022

**RECEIVED**

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COASTSIDE COUNTY  
WATER DISTRICT

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## **PREAMBLE**

This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Milias- Brown Act, California Government Code Section 3500, *et seq.*, by COASTSIDE COUNTY WATER DISTRICT (District) and Teamsters Local 856 (the Union). This MOU shall be deemed effective for the period from July 1, 2017 through June 30, 2022, upon signature by the Union and subsequent approval by the Board of Directors of the District.

### **ARTICLE 1. RECOGNITION**

The District recognizes the Union as the certified majority representative of the employees in the unit consisting of those classifications set forth in the attached Exhibit A."

### **ARTICLE 2. TERM**

The effective date of this MOU shall be July 1, 2017 through June 30, 2022.

### **ARTICLE 3. DISCRIMINATION**

Neither the District nor the Union will interfere with the right of its employees to become members of or participate in, or to not become members of or participate in, the Union. Neither the District nor the Union, nor any of their agents will discriminate against, interfere with, restrain, or coerce any employee because of their membership or lack of membership, or participation or lack of participation in the Union.

### **ARTICLE 4. EMPLOYEE RIGHTS**

#### **A Representation**

The Union may designate up to two (2) employees to serve as employee representatives. The Union shall provide the District Manager each calendar year with a list of the designated employee representatives.

Employee representatives shall be granted a reasonable amount of time with pay to investigate and process grievances during working hours, to bring about a prompt disposition of the matter. Before leaving their work location assignment to act as employee representatives, they must first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission will be granted promptly unless absence would cause an undue interruption of work.

Upon entering a work location, an employee representative shall inform the proper supervisor of the general nature of the Union representative's business. Permission to leave the job will be granted to the employee involved unless such absence would cause an undue interruption of work.

#### **B. Membership**

Within thirty-one (31) days after the beginning of this Memorandum of Understanding, or within thirty-one (31) days of date of hire, whichever occurs later, each employee of the District

covered by this Memorandum of Understanding shall be required as a condition of continued employment to:

- (a) Become and remain a member of the Union, or
- (b) Pay to the Union a service fee in an amount that will be established by the Union each year and communicated to the District Manager. The Union will use the service fee only for the purposes of labor relations' activities.
- (c) Employees who qualify under the California Government Code §3502.5(c) for an exemption from (a) or (b) above, will contribute the amount specified in (b) above, to a charity designated by the parties to this Memorandum of Understanding.

#### Notification to the Union

The District shall supply the Union with names, classifications and work locations of newly hired employees and terminated employees in represented classes within fifteen (15) calendar days of hire or termination. The District will provide the Union with an up to date seniority and classification list for all bargaining unit employees upon reasonable request.

#### Payroll Deduction

During the term of this Memorandum of Understanding, the District will deduct Union dues, service fee or charitable contribution from an employee's wages for any employee covered by this Memorandum of Understanding who has voluntarily provided the District with a written authorization for such deduction. The District shall provide authorization forms to all current and new employees. Such deductions will continue for the term of this Memorandum of Understanding. The monies deducted will be transmitted by the District to the Union within fifteen (15) calendar days of the payroll period pay date.

#### Indemnification

The Union understands and agrees that the District assumes no liability in connection with any provision of this Section. Any question as to the correctness of the deductions authorized and made will be a matter to be resolved between the Union and the employee. The Union shall indemnify and hold the District harmless from any claims, demands, suits or any other action arising from any provisions of this Section.

#### **C. Personnel Files**

Personnel files shall be made available for inspection by an employee, or by a Union representative with the written consent of an employee, within a reasonable time (for the purposes of this section 24 hours) after an employee's request and without loss of pay, provided that the employee makes arrangements with the District Manager if the inspection occurs on duty. Upon written request, an employee may obtain copies of the materials subject to inspection. The District may preclude inspection of certain information in accordance with the law, such as background and other pre-employment information, and materials relating to confidential investigations.

The District shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge the receipt of any document

entered into his personnel file without prejudice to subsequent arguments concerning the contents of such documents.

An employee who disagrees with the contents of a letter of reprimand or warning which is placed in the employee's personnel file may submit a written response thereto and have such response placed in the employee's personnel file.

**D. Work Access**

A Union representative desiring access to a work location shall state the purpose of the visit and request the District Manager or his/her designee's authorization prior to the intended visit. If authorization for such access is not granted, the Union representative will be informed when time will be made available. Authorized Union representatives may be given access to work locations during working hours solely for the purpose of conducting grievance investigations, posting literature on bulletin boards, and/or observing working conditions. The Union agrees that its representatives will not interfere with operations of the District or any of its facilities.

**E. Bulletin Boards**

The District shall furnish reasonable bulletin board space to the Union at all work locations. The boards may be used for the following subjects:

1. Union recreational, social and related Union news bulletins;
2. Scheduled Union meetings;
3. Information concerning Union election or results thereof; and
4. Reports of official business of Union, including newsletters and reports of committees.

Any other written material must first be approved and initialed by the District Manager or a designee. Material must be properly posted and shall be timely removed by Union representatives.

**ARTICLE 5. MANAGEMENT RIGHTS**

The Union recognizes that the District continues as the sole and exclusive manager of the District's facilities, having all the power, rights, functions, and authority formerly or usually held by management, except to the extent these are limited by a specific expressed provision of this MOU.

**ARTICLE 6. WORK CURTAILMENT**

The purpose of this section is to ensure that the Health and Safety of the public are not compromised due to a failure of District employees to properly operate and maintain District facilities and equipment.

Under no conditions or circumstances shall the Union or any of the employees it represents individually or collectively cause, sanction, honor or engage in any strike, sit-down,

stay-in, sick-out, slow-down, speed-up, work to rule or in any other type of job action, curtailment of work, restriction of production or restriction of service during the term of this Agreement.

## **ARTICLE 7. WORK SCHEDULE**

### **A Hours of Work**

The District Manager or designee shall determine the work schedule. The District Manager or designee shall schedule employees to work on regular work shifts, having regular starting and quitting times, currently set at 0700 and 1530, with one additional coverage shift from 0800 and 1630. The District Manager may implement a work schedule that provides for weekend work.

### **B. Standby Duty**

Because of the potential consequences of an operating failure in the District's treatment plants and pumping stations, it is necessary that all qualified and certified District employees must be available during non-working hours to receive and respond to emergency calls pursuant to Personnel Manual (11-06) Section 2.07 C. The District Manager may require work specific qualified employees to be on call during non-working hours, including Saturdays, Sundays and holidays.

The District may also contact an employee by phone and each employee who is contacted by phone outside their regular work hours to engage in a work related situation will receive a minimum of thirty (30) minutes of pay.

There will be only one two (2) hour payment for each two hour call out measured home portal to home portal.

Stand-by employees must also be prepared to comply with all District safety and substance abuse policies.

### **C. Changes in Work Shifts**

The District shall have the sole discretion to determine the number, type, duration and start time of regular shifts for any classification and will provide employees a three (3) day notice.

### **D. Lunch and Meal Breaks**

Lunch and Meal Breaks will be in accordance with Section 2.05 of the Personnel Manual (11-06).

## **ARTICLE 8. OVERTIME**

Overtime is defined as work outside of the employee's regular work hours and as specified in 2.06B of the Personnel Manual (dated May-10, 2016.) It is the District's general policy to avoid the need for overtime work whenever possible. Overtime will be paid in quarter hour increments. All overtime work must be authorized in advance by the appropriate supervisor, except in cases of emergency.

**ARTICLE 9. COMPENSATORY TIME OFF**

A non-exempt employee may elect to be compensated for overtime with compensatory time off on the basis of 1.5 hours of time off for each hour of overtime worked at the discretion of the immediate supervisor, and approval of the District Manager, with due regard to District needs.

Compensatory time off may be accrued up to a maximum of eighty (80) hours of compensatory time in a calendar year. Once an employee accrues eighty (80) hours of compensatory time off, the employee ceases accruing compensatory time off. Compensatory time off may be carried over from one year to the next but an employee may not have more than 80 hours of compensatory time on the books at any time. Excess compensatory time off shall be considered overtime and paid for on the first paycheck after the accumulated total exceeds 80 hours. An employee, who wishes to use compensatory time off, must fill out a "Leave Request" form. Use of compensatory time off must be approved in advance by the employee's supervisor.

Any employee who separates from District employment shall be paid for all unused compensatory time at the employee's salary at the time of the separation.

**ARTICLE 10. PROBATIONARY PERIOD**

A. All regular employee initial and promotional appointments to permanent full-time positions shall be subject to a probationary period. The probationary period shall be for six (6) months from the date of hire or promotion. An employee's probationary period may be extended by the District Manager, upon recommendation of the employee's immediate supervisor, for a period of up to six (6) additional months to allow further observation of an employee's work performance or as otherwise appropriate. Periods of time during unpaid absences shall automatically extend the probationary period by the number of days of the absence. Further, periods of time on paid leave exceeding ten (10) working days shall automatically extend the probationary period by that number of days the employee is on leave.

B. Employees may be terminated during the probationary period for any reason and at any time, without cause, without notice, and without any right of appeal.

C. When a permanent employee is promoted, a promotional probationary period shall begin on the effective date of the promotion. During the probationary period of a promoted employee, the department manager may recommend that the employee be demoted to the former position, range and salary if the employee's performance and/or conduct do not meet the standards set for the position to which the employee was promoted. An employee on promotional probation shall have no rights of tenure in the promotional position and may be returned to his/her former position without cause, without notice and without any right of appeal.

D. Successful completion of the probationary period does not provide the employee any additional, or greater, rights to employment than those held by regular employees.

E. An employee will not under any circumstances have successfully passed probation until the employee receives written notification from the District Manager, prior to the expiration of the employee's probationary period.

**ARTICLE 11. JOB CLASSIFICATIONS**

**Classified Positions**



The District Manager, or his/her designee, shall recruit and appoint personnel to classified positions. The District may use any legitimate recruitment procedure for attracting qualified applicants.

The District Manager is the only District employee authorized to hire District employees. All candidates recommended for appointment by a department head are to be interviewed by the District Manager or his/her designee prior to appointment. This includes part-time, temporary, seasonal and promotional appointments.

## COMPENSATION AND BENEFITS

### **ARTICLE 12. WAGES**

The District's current Classification Plan and Salary Plan is attached as Exhibit A to this MOU.

### **ARTICLE 13. DEFERRED COMPENSATION PLAN**

Employees may contribute a portion of their salary in accordance with Internal Revenue Service (IRS) regulations to be invested into a Deferred Compensation Plan. Plan information may be obtained from the General Manager or designee.

#### Supplemental Income Trust Fund/SIP 401(k) Plan

In recognition of the changes in Article 21 for employees hired prior to November 1, 2008 the District shall contribute to the WCT Supplemental Income Trust Fund for the purpose of providing a defined contribution plan for each employee monthly sums to be computed as set forth below:

The District shall contribute One Hundred and Forty Four Dollars (\$144.00) per month for each employee who has worked or been paid for one hundred sixty hours (160) straight-time hours or more during said month. For employees working less than said one hundred sixty (160) straight-time hours, the payment shall be computed at the rate of Ninety Cents (\$0.90) for each straight-time hour worked or paid for.

### **ARTICLE 14. VACATION**

All full time employees (probationary and regular) are eligible to accrue vacation as follows:

<i>Years of Service Completed</i>	<i>Days of Vacation Earned Annually</i>
One Year of Service	10 days
Five Years of Service	15 days
Fifteen Years of Service	20 days
Twenty Years of Service	21 days
Twenty-One Years of Service	22 days
Twenty-Two Years of Service	23 days
Twenty-Three Years of Service	24 days
Twenty-Four or more Years of Service	25 days

Once an employee has reached the maximum cap on accrual for his/her particular years of service, as specified in 3.03.L of the Personnel Manual (dated May-10, 2016), the employee ceases accruing vacation. When the employee's vacation accrual falls below the maximum cap on accrual, the employee will resume accruing paid vacation time.

Part-time regular employees (both benefited and non-benefited) are eligible to accrue vacation leave on a pro rata basis. Temporary, seasonal, and emergency employees are not eligible to accrue paid vacation leave.

Eligible employees begin accruing paid vacation time as of the date of hire. Employees may request to take accrued vacation upon completion of at least six months of continuous service with the District, subject to approval by their supervisor. Employees may not request to take vacation that they have not yet accrued.

If a District-paid holiday falls within the employee's scheduled vacation, the employee will be credited with the holiday pay, and will not be charged vacation for that day.

Employees who separate from District service will be paid for any accrued but unused vacation time at the time of separation from District service.

Use of vacation leave must be approved in advance by the employee's supervisor. Employees shall give at least two (2) weeks' notice of a vacation leave request of five or more days and fill out a "Leave Request" form.

Deficit vacation leave requests (requesting vacation leave when an employee has a negative leave accrual balance) will not be approved. Leave taken in excess of that which is accrued will be considered leave without pay.

**ARTICLE 15. HOLIDAYS**

The following are the official District holidays and the date of their observance during which regular full-time employees shall be entitled to receive time off with pay:

<i><b>Holiday</b></i>	<i><b>Date of Observance</b></i>
New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
Floating Holiday	*

\*Each employee shall be entitled to one full day "Floating Holiday" per calendar year. The floating holiday must (1) be scheduled so as not to interfere with work requirements, and (2) be approved in writing at least 15 days in advance by the employee's immediate supervisor. It is expected that a Floating Holiday will be used during the calendar year in which it is granted as it does not accrue.

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

Only full-time probationary and regular employees of the District are eligible to receive paid holidays. Full time employees will be paid eight hours per holiday. Employees working an alternate work schedule, such as a 9/80, will also receive 8 hours of paid leave per holiday.

## ARTICLE 16. SICK LEAVE

### A. **Accrual**

Eligible employees may accrue paid sick leave time off to be used only in the event of the illness or injury of the employee or the employee's family (parent, spouse, domestic partner, or children only), or for the employee's or the employee's family's medical/dental or other appointment with a licensed health care provider for examination or treatment.

Full time employees (regular and probationary) earn paid sick leave at the rate of eight (8) hours for each calendar month of service. Part-time regular employees (both benefited and non- benefited) accrue paid sick leave on a pro-rata basis. Temporary and seasonal employees do not accrue paid sick leave.

### B. **Certification**

If an employee is absent because of illness, he/she must notify his/her supervisor within one half hour of the time the employee is scheduled to report for work. An ill or injured employee is expected to call personally. Should the employee be hospitalized and if for some reason it is not possible to call, the employee must explain the reason upon return to work.

The District typically requires an employee who has been absent from work for three (3) consecutive workdays to provide certification of illness or injury from a healthcare provider before returning to work. As provided for in Section 3.03 of the Personnel Manual (11-06) the District Manager may require such certification after an absence shorter than three days.

### C. **Integration with Workers Compensation Benefits**

An employee receiving workers' compensation insurance benefits will have his/her sick leave, vacation and compensatory time off benefits integrated, unless the employee indicates in writing that the employee does not desire that to occur, so that the employee's pay equals, but does not exceed, the employee's regular straight-time earnings **with employee's permission**.

### D. **Use of Sick Leave**

In cases where the employee knows in advance of the need to take sick leave, the employee shall complete the Leave Request Form in advance of the requested time off and receive approval for the use of sick leave time prior to its use. Employees on unanticipated sick leave shall complete the leave request form immediately upon return to work. The District reserves the right to require a statement from a certified healthcare provider whenever an employee misses work and takes sick leave under this policy. This statement must contain: 1) a verification that the employee had a health justification for his/her absence from work; 2) the beginning and ending dates of the health-related absence; and 3) a statement that the employee is released to work. If the health care provider recommends any work restrictions be placed on the employee, the certification must set forth those restrictions, as well as the anticipated duration of those restrictions. Violation of sick leave provisions will result in disciplinary action.

### E. **Separation From Employment**

Upon separation from District employment, an employee is entitled to receive payment for any unused sick leave pursuant to Section 3.03 A.3d. of the Personnel Manual (dated May 10, 2016).

**F. Sick Leave Abuse**

Sick leave is to be used only in the case of real sickness, disability, medical or dental care for the employee or to attend to the health needs of an immediate family member. If the supervisor finds that an employee is abusing the sick leave program, those findings will be reviewed by the District Manager or designee and presented to the employee. The employee may request the presence of the Shop Steward. The employee shall be notified in writing that he/she will be required to provide a doctor's certification for any additional sick leave. This requirement, once invoked, will remain in effect for a period of six (6) months. At the end of the six month period, the employee and his/her immediate supervisor and the District Manager will review the employee's sick leave record and decide if the requirement should be continued or discontinued. In any case, the employee shall receive a written notice outlining the decision. Failure of an employee to provide a doctor's certification when required under these terms may result in a loss of pay for the day(s) or time in question.

**ARTICLE 17. OTHER LEAVE WITH PAY**

**A. Bereavement Leave**

Leave will be granted in accordance with Section 3.03 I. of the Personnel Manual (dated May 10, 2016).

**B. Jury Duty and Court Witness Leave**

An employee who receives a jury duty summons or a witness subpoena shall bring the summons or subpoena to the employee's supervisor within three (3) working days of receipt so that arrangements can be made to accommodate the employee's need for time off. Employees must keep their supervisors informed of jury or witness service schedule. If called to jury duty or witness duty, any regular full-time employee will be paid up to a maximum of ten (10) working days per year for the working hours lost while on jury or witness duty. Payment for working days lost while on Jury Duty in excess of (10) working days will be at the discretion of the District Board.

This policy does not apply to witnesses testifying as an expert in any matter. Employees wishing to testify as an expert witness must apply for unpaid leave or use vacation, floating holiday, or compensatory time off. For the period of District-paid jury or witness leave, any Court- issued payment, with the exception of travel pay, shall be submitted to the District.

**C. Military Leave**

Military leave shall be granted in accordance with applicable state and federal law.

**ARTICLE 18. PERSONAL LEAVE WITHOUT PAY**

The District, in its sole discretion and such discretion is not grievable, may permit employees to be on personal leave without pay for a maximum of six (6) months. Employees must obtain permission in writing for personal leave without pay from the District Manager. Leave without pay in excess of six (6) months will not be granted unless specifically approved by the District Board upon recommendation of the District Manager Engineer. Personal Leave without pay shall be granted only after all other applicable available accrued leave time is exhausted.

Employees on personal leave without pay will not accrue vacation, sick leave or other benefits, or receive service credit. Depending on the length of leave, the employee's anniversary date may be adjusted to thereby delay any scheduled date for salary increase. Health and life insurance benefits ordinarily provided by the District, and for which the employee is otherwise eligible, will be continued but not to exceed thirty (30) days. After thirty (30) days, an employee may elect to continue health insurance benefits at their own expense.

Failure of an employee on leave without pay to report to work promptly at the conclusion of the approved leave without pay shall be considered a voluntary resignation effective as of the scheduled return to work date.

## **ARTICLE 19. INDUSTRIAL INJURY LEAVE**

Incidents involving injury or illness of an employee in connection with District employment must be reported promptly to the employee's supervisor.

Employees suffering injuries in the course and scope of their work may be entitled to workers' compensation benefits in accordance with state law. To the extent that earned compensatory time off, or vacation leave and sick leave time is available, an employee on workers' compensation leave may choose to be paid the difference between his/her full salary and the compensation insurance payment he/she receives. Or, an employee may elect to receive only the workers' compensation benefits to which the employee is entitled under state law rather than have his/her available accumulated leave charged while on workers' compensation leave.

## **ARTICLE 20. SPECIAL PAYMENTS**

### **A. Certificates/Licenses**

When certificates are required for a position, the District will reimburse the employee for the cost of renewing the certificate.

The District will provide reimbursement for employees who renew/maintain their Class B Drivers Licenses that are required by their job description.

Employees who receive certification reimbursement or awards are responsible for keeping that certificate current.

Payment of Certificates will be in accordance with the Personnel Manual (dated May 10, 2016).

### **B. Safety Shoes**

The District provides an allowance of \$300/year for safety shoes in conformance with the District's safety policy.

### **C. Meal Allowance**

Employees will be reimbursed in accordance with IRS guidelines.

## **ARTICLE 21. HEALTH & WELFARE BENEFITS AND RETIREMENT**

### **A. Health and Welfare Coverage**

The health insurance coverage available for eligible full-time regular employees will be in accordance with the Personnel Manual Section 4 (Insurance Benefits) as of the date the Board of Directors adopts this MOU, which is currently through the Association of California Water Agencies Joint Powers Insurance Authority (JPIA).

If an employee elects to participate in District offered medical insurance, the District's contribution towards the premium cost of any District offered medical plan for an eligible full-time regular employee and their dependents shall not exceed the monthly premium for the Anthem Blue Cross Advantage PPO Plan (Family Incentive Rate) offered through the JPIA. This monthly premium is the maximum contribution to be paid by the District and is the full and total contribution amount that the District will contribute toward medical benefits. Employees who select a medical plan with a higher monthly premium than the maximum monthly premium paid by the District shall pay the difference through payroll deduction. Should an employee select a medical plan with a lower monthly premium than the maximum monthly premium paid by the District, the District's contribution shall be limited to the cost of the monthly premium.

**Dental Care Insurance** will be provided as per Section 4.07 of the Personnel Manual (dated May 10, 2016.) The District will provide coverage equivalent to the JPIA Delta Dental PPO Plan (\$2,000 Annual Max Benefit.)

**Group Life Insurance** will be provided to employees at the rate of double the employee's annual base pay rate up to \$200,000 total. Eligibility begins after 30 consecutive days of employment. The District pays all premiums for regular full-time employees only. This plan does not provide benefits to retirees.

#### B. **Retirement**

The retirement coverage for current active employees hired by the District will be in accordance with the District Personnel Manual (dated May 10, 2016) Section 5.

Effective July 1, 2016, employees are responsible for 100% of the employee contribution to the PERS retirement system.

Further, the District's contribution towards each eligible employee's gross monthly compensation to PERS shall comply with the California Public Employees' Pension Reform Act of 2013 (PEPRA).

#### C. **Retiree Medical**

Retiree medical will be provided in accordance with the District Personnel Manual (June 14, 2011) Section 5.

#### D. **Supplemental Income Trust Fund/SIP**

For employees hired on or after November 1, 2008 the District shall contribute to the WCT Supplemental Income Trust Fund for the purpose of providing a post-retirement medical defined contribution plan for each employee monthly sums to be effective and computed as set forth below:

In recognition of the changes in Article 21, for employees hired after November 1, 2008 the District shall contribute to the WCT Supplemental Income Trust Fund for the purpose of

providing a defined contribution plan for each employeemonthly sums to be computedas set forth below:

The District shall contribute One Hundred and Forty Four Dollars (\$144.00) per month for each employee who has worked or been paid for one hundred sixty hours (160) straight-time hours or more during said month. For employees working less than said one hundred sixty (160) straight-time hours, the payment shall be computed at the rate of Ninety Cents (\$0.90) for each straight-time hour worked or paid for.

**E. Medicare**

All employees hired after April 1, 1986 shall be required to participate in Social Security's Medicare Coverage Program. The cost of the program will be deducted from the employee's salary.

**ARTICLE 22. EVALUATIONS**

All regular employees shall receive an annual performance evaluation. This evaluation will be reviewed with the employee in a pre-planned private counseling session. A copy of the final evaluation shall be given to the employee. All evaluations will be performed in a timely manner, no later than thirty (30) days after the evaluation is due.

**ARTICLE 23. DISCIPLINE**

**A. General Rules of Conduct**

It is expected that all employees shall render the best possible service and reflect credit on the District. Therefore, the highest standards of professional conduct are essential and expected of all employees.

**B. Disciplinary Actions**

The District may invoke the following types of disciplinary actions:

1. Oral Counseling or Reprimand;
2. Written Reprimand;
3. Suspension without Pay;
4. Reduction in Pay;
5. Demotion;



6. Disciplinary Probation; and
7. Discharge/Termination

**C. Grounds for Discipline**

Personnel Manual (11-06) Section 6.03 shall be the appropriate authority for this section

C.

**D. Authority to Discipline**

Any authorized supervisory employee may institute disciplinary action for cause against an employee under his/her supervision in accordance with the procedures outlined in these Rules.

**E. Pre-Discipline Procedure**

1. For an oral counseling, oral reprimand or written reprimand, an employee may submit a written response to the discipline which shall be lodged in the employee's personnel file. No further appeal shall be permitted.

2. For all other discipline, the District shall issue a notice of intent to impose discipline, which shall describe the intended discipline, include a summary of the facts on which the intended discipline is based, and attach any documents upon which the intended discipline is based. The notice shall state that the employee has a right to respond, orally and/or in writing, before the discipline is imposed. A meeting with the District Manager or designee who shall be a neutral decision-maker shall be scheduled approximately one (1) week from the date of the notice, unless a different time and/or date is set by mutual agreement. The employee may bring a representative of his/her choice; however, the inability of a particular representative to attend the meeting shall be cause requiring continuance of the meeting. The meeting shall not be an evidentiary hearing, and the employee shall not have the right to call or examine witnesses at this meeting. Rather, the employee shall be provided the opportunity to respond to the charges and to present any new information the employee believes the District should consider.

3. At some reasonable time after the employee has been provided the opportunity to respond to the notice of intent, the District shall render a written decision. If the decision is to issue discipline, the notice shall be a final notice of discipline. The notice shall include the final decision, the effective date of the discipline, and the facts upon which the discipline is based.

**F. Post-Discipline Appeal**

For suspensions of five (5) working days or more, demotions and terminations, employees shall have the right to appeal from the final notice of discipline.

1. The notice of appeal must be in writing and must be received by the District Manager within seven (7) working days from the date of the final notice of discipline. Failure to timely file a written notice of appeal shall constitute a forfeiture of the employee's right to appeal the discipline.

2. The appeal shall be heard by an independent hearing officer selected by the District.



3. The District shall pay the cost of the hearing officer. Either party or the hearing officer may request that the hearing be transcribed. If the hearing officer or the District requests that a court reporter transcribe the hearing, the District shall pay the cost of the court reporter and one transcript for each party. If only the employee desires that the hearing be transcribed, the employee shall pay the cost of the court reporter and for the cost of the employee's copy of the transcript.

4. The hearing officer shall have the authority to convene the hearing, receive evidence through testimony and documents and to make findings of fact and conclusions about the discipline. Within two (2) months of the close of the hearing, the hearing officer shall serve a recommended decision on the District Manager and the employee. The hearing officer's decisions must contain detailed findings of fact relating to the disciplinary charges. The decision may include a recommendation regarding outcome, but the final decision regarding discipline rests with the District Manager. After consideration of the hearing officer's recommended decision, the District Manager shall issue a final decision in writing. The District Manager's decision is reviewable by administrative writ of mandamus within the timeframes established by law.

## **ARTICLE 24. GRIEVANCE PROCEDURE**

### **A. Definitions**

A "grievance" shall mean a complaint concerning the interpretation or application of this Memorandum of Understanding. This grievance procedure may not be used for any of the following: to change wages, hours or working conditions; to challenge the content of performance evaluations, to contest discipline; or to challenge a reclassification, layoff, transfer, denial of reinstatement or denial of salary increase. If any party initiates litigation, including but not limited to, administrative proceedings with a state or federal agency such as OSHA, EEOC, DFEH, PERB, etc. concerning a matter which is otherwise subject to the grievance process, the other party may (at their discretion) deem the litigating party as having elected judicial/administrative remedies and waived any rights under this grievance procedure.

A "grievant" is any employee adversely affected by an alleged violation of the specific provisions of the MOU, or the Union, on behalf of one or more represented employees adversely affected by an alleged violation of the specific provisions of the MOU. An employee has the right to the assistance of a representative in the preparation of a written grievance and to be represented in all grievance meetings.

### **B. Procedure**

1. Grievances must be in writing, and initiated within ten (10) working days following the occurrence, or knowledge of the events on which the grievance is based. Failure to do so will result in the grievant being barred from advancing the grievance. A grievance, or a copy of the grievance, should be provided to the grievant's supervisor and the District Manager.

## 2. Elements of a Grievance

The written grievance should include:

- a. a description of the specific facts and grounds upon which the grievance is based including the names, dates, and places necessary for a complete understanding of the grievance;
- b. a specific explanation of how the grievant has been adversely affected;
- c. listing of the provisions of the MOU which are alleged to have been violated;
- d. a listing of specific actions requested by the grievant of the District which will remedy the grievance, including a specific dollar amount, and the basis for the dollar amount, of any alleged damages at issue, provided the employee has access to relevant financial data;
- e. a statement declaring self-representation or the selection of representation by the Union for said grievance
- f. the printed name and signature of the grievant
- g. the name, address and telephone number of the persons(s) to whom notices may be sent regarding the grievance; and
- h. date of grievance

Grievances that fail to include these elements may not be considered or appealed unless the District waives this section.

## 3. Waiver of Timelines

Any level or review, or any time limits established in this procedure may be waived or extended by mutual agreement confirmed in writing. If a particular grievance is of an unusual or unique nature, which may place it outside the scope of authority of an immediate supervisor, the grieving party may contact the District Manager to determine the appropriate level for filing such grievance. The determination of the District Manager in this regard shall be final.

## 4. Level I- Informal Resolution

It is the intent to deal with and resolve grievances informally, at the nearest practical organizational level, and as promptly and fairly as possible.

An employee who has a grievance shall first try to settle it through discussions with the employee's immediate supervisor. The immediate supervisor shall respond within thirty (30) working days which may be extended ten (10) working days with notice to the grievant. Any decisions rendered shall be consistent with the authority to do so.

## 5. Level II-District Manager

If the employee is not satisfied with the outcome of the informal resolution, the employee may file a formal written appeal to the District Manager within five (5) working days after the date a decision was rendered by the supervisor. The appeal shall contain an explanation why the grievant believes the decision of the supervisor was unsatisfactory.

In considering the grievance the District Manager or designee may, but is not required, to schedule a meeting with the grievant and/or other relevant persons. If the District Manager or designee schedules a meeting, the District Manager or designee shall have the right to decide how the meeting is conducted. The meeting shall not be a formal hearing, and examination and cross-examination of witnesses typically shall not be permitted.

The District Manager or designee shall submit a written decision within the later of either twenty (20) working days after receipt of the grievance or the grievance meeting(s).

## 6. Level III-Appeal to Non-Binding State Mediation

If the Union is dissatisfied with the District Manager's or designee's response, the Union has the sole right to appeal the decision by submitting a request for non-binding mediation. The appeal must be received by the District Manager within ten (10) working days of the District Manager's or designee's response to the grievance.

The Union and District shall attempt to agree upon an mediator. If no agreement can be reached, they shall request that the State Conciliation Service to supply a mediator experienced in hearing grievances involving public employees.

If either the District or the Union so requests, a mediator shall hear the merits of any issue raised regarding process first. No hearing on the merits of the grievance will be conducted until the issue of process has been decided.

The mediator shall, as soon as possible, hold a hearing and hear evidence regarding the grievance.

Following the hearing, and receipt of post-hearing written argument, if any, the mediator shall submit written findings if requested by both parties and a non-binding recommendation to the District's Board of Directors. The District Manager and the Union shall receive a copy. The Board of Directors may accept, reject or modify the recommendation(s). The Board shall issue a written decision which shall be provided to the Union. The decision of the Board of Directors shall be final.

## ARTICLE 25. FULL UNDERSTANDING

A. The parties agree that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein.

B. Except as specifically otherwise provided herein, it is agreed that neither the District nor Union shall be required to meet and confer with respect to any subject or matter covered in this MOU.

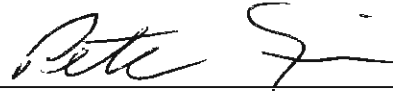
C. All Ordinances, Resolutions, Rules and Practices not inconsistent with this MOU, whether known by the parties at the time this MOU was negotiated and signed or not, shall not be superseded, modified or repealed by implication or otherwise by this MOU.

**ARTICLE 26. SEVERABILITY**

If any provisions of this agreement should be held invalid or restrained by operation of law or by any court of competent jurisdiction, the remainder of this agreement shall not be affected thereby and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.



CCWD General Manager



Teamsters Local 856

Dated

10/26/2017

Dated:

11/17/17

Exhibit A - Classification and Salary Plan for Period July 1, 2017 through June 30, 2018 Effective

July 1, 2017 the salary ranges for the classifications listed below are as follows:

<i>Employee Position</i>	<i>Fiscal Year 2017-2018 Hourly Range</i>
Water Treatment Plant Supervisor	\$54.05 – \$65.86
Distribution Supervisor	\$47.78 - \$58.23
Sr. Water Treatment Plant / Distribution Operator	\$44.37 – \$54.05
Water Treatment Plant / Distribution Operator	\$32.18 - \$39.23

Effective July 1, 2017 and each July 1 thereafter over the term of this agreement, the classifications listed above will receive an annual Cost of Living Adjustment (COLA), based on the Consumer Price Index (CPI). The CPI used shall be based on the preceding February-February CPI movement for the SF-Bay Area Index W, 82-84=100 (U.S. Bureau of Labor Statistics, Consumer Price Index - Urban Wage Earners and Clerical Workers – San Francisco-Oakland-San Jose, CA). By agreement of the parties, the District implemented the first COLA increase (3.3%) for FY 2017-2018 effective July 1, 2017, and this increase is reflected in the above-referenced salary ranges.

