

SEIU Local 721
Cabazon Water District

Memorandum of Understanding

**July 1, 2018,
through
June 30, 2021**



**MEMORANDUM OF UNDERSTANDING
BETWEEN
CABAZON WATER DISTRICT
AND
SERVICE EMPLOYEE'S INTERNATIONAL UNION
(SEIU Local 721)**

July 1, 2018 Through June 30, 2021

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This Memorandum of Understanding entered into July 1, 2018, is by and between the Cabazon Water District and the Service Employee's International Union, Local 721.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU" or "Agreement") is entered into between the Cabazon Water District ("District") and the Service Employee's International Union, Local 721 ("SEIU Local 721" or "Union") pursuant to the provisions of the *Meyers-Milias-Brown Act*. Upon approval and execution of this agreement by both parties, this entire MOU shall be effective and continue in effect up to and including June 30, 2021. In the event either party desires to negotiate a successor MOU, written notification shall be submitted to the other party by March 1, 2021. Upon proper notice and a signed statement exercising the right, the parties may extend this MOU for up to an additional three (3) year term. Exercising the extension requires written approval by both parties. Should either party otherwise request to modify, amend, or terminate the MOU, then this MOU shall continue in effect during such negotiations until a new labor agreement is adopted.

ARTICLE 1

Recognition

The District hereby recognizes SEIU Local 721 as the sole and exclusive bargaining agent for the following classifications:

Customer Service Representative

Customer Accounts Representative

Customer Accounts Lead

Water Meter Technician I

Field Crew Lead I

Field Crew Worker I

Office Assistant I

Water Technician I

Water Technician II

Should additional classifications be added during the term of this agreement, the District and SEIU Local 721 shall meet to ascertain if added classifications should be included in the bargaining unit.

ARTICLE 2

Completion of the Meet and Confer Process

This document constitutes the sole agreement between the parties. The parties acknowledge that during the negotiations which preceded this MOU, 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 “meet and confer,” and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter referred or covered in this Agreement or with respect to any subjects or matters that may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. The parties may, however, upon mutual written consent, agree to meet and confer upon any matter within the scope of representation.

ARTICLE 3

Management Rights

SEIU Local 721 recognizes that the District retains the right, responsibility, and authority to manage and direct, on behalf of the public, all of the operations and activities of the District to the full extent authorized by law. All direction of bargaining unit employees will go through the General Manager.

It is agreed that such reserved rights include, but are not limited to, the District’s Board of Directors’ (“Board”) sole right to manage the District and direct the work of its employees; to determine the level, means and kinds of services provided; to determine the staffing patterns and the number of kinds of personnel required; to determine its organization; to determine assignment and location thereof; to determine performance standards; to decide on the building, location or modification of a facility; to determine the budget and methods of raising revenue; to determine District objectives and policies; to determine the time and hours of operation of District facilities to maintain order and efficiency; to determine rules applicable to employees; to hire, assign, evaluate, promote, discipline, layoff and transfer employees. All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District even though not enumerated above. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District’s right or preclude the District from exercising the right in a different manner. The right to determine or decide any of the foregoing shall also include the right to implement,

supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, in any of such areas.

Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District set forth above, or any other rights of the District not expressly limited by the language of this MOU, is not subject to the Grievance Procedure contained in this MOU.

The District retains the right to amend, modify, or rescind policies and practices set forth in this MOU in cases of emergency. An emergency is a sudden, generally unexpected occurrence or occasion requiring immediate action that affects District facilities or equipment or otherwise involves an act of God or specific governmental order requiring the District to take certain action or refrain from taking certain action.

ARTICLE 4

Employee Rights

Employees shall be free from restraint, intimidation, and coercion as a result of the exercise of their rights as guaranteed by this agreement.

ARTICLE 5

Discrimination

The provisions of this agreement shall apply to all persons covered by this Agreement without discrimination on account of sex, sexual orientation, gender identity, gender expression, race, color, political affiliation, age, national origin, creed, physical or mental disability, marital status, veteran status, or any other category protected by law, nor will there be discrimination in respect to hiring and retention, or any condition of employment because of membership in, or activities on behalf of SEIU Local 721.

ARTICLE 6

Union Rights

Section 6.1 Notifications

The District shall notify the Union of new SEIU represented employees within seven (7) calendar days, excluding holidays, of the date of hire. The District will provide the Union with the following information related to SEIU represented employees upon hire and in January, April, July and October of each year: employee's name, job classification, the employee's hours of work, date of hire, birth date, employee identification number, home address, mailing address (if different), home phone number, personal cell phone number (if known), personal e-mail on file (if any), employee's employment status (i.e., full-time, part-time, or on-call).

Section 6.2 Use of District Facilities

The Union may distribute pamphlets, brochures, and membership sign up forms during working hours so long as the interruption is *de minimus*. The Union may, with the approval of the General Manager, hold meetings of their members on District property during non-working hours, provided:

1. Request is made to the General Manager as to the specific location and dates of meetings prior to such meetings.
2. Requests shall state the purpose of the meeting and facility to be used.

Section 6.3 Bulletin Boards

The District agrees to furnish bulletin boards to be used by the Union.

Section 6.4 Union Release Time

1. Union Stewards

All Union stewards may receive up to two (2) hours of paid release time per month to attend Union meetings. Stewards must notify their supervisor at least two (2) weeks prior to their need for release time.

2. Collective Bargaining

When necessary, the District will authorize one (1) employee member to participate in negotiations without loss of compensation for up to two (2) hours before and two (2) hours after a designated negotiation session. Negotiations include caucus time and travel time if away from the work site.

Section 6.5 Payroll Deductions

The employee may have deducted from the employee's pay the sums (for union dues and/or the Political Action Committee) indicated on the deduction authorization from each regular paycheck and forward that amount to the SEIU. This authorization is voluntary. Any request for revocation of authorization for payroll deductions shall be directed to the Union and will be allowed in accordance with the law and the employee's signed authorization card on file with SEIU.

SEIU shall advise the District, in writing, of the employees who are to have their pay deducted and the amount/rate to be deducted. All payroll deductions shall be electronically remitted to SEIU no later than fourteen (14) calendar days after the end of each month. The District agrees to provide SEIU with the following information, on each employee who has authorized payroll deductions, during the monthly remittance: employee's name, amount remitted on behalf of employee, salary step, hourly rate of pay, salary/merit/anniversary date (if applicable). The District agrees to provide such information to SEIU in a usable electronic format (preferably Excel).

Section 6.6 New Employee Orientation

The District shall provide SEIU with written notice of each new employee orientation (NEO), regardless of the number of participants and/or manner in which the NEO occurs (i.e. in person, online, or otherwise). Such written notice shall be provided to the Union at least ten (10) calendar days prior to the event.

Union representatives shall be permitted to make a presentation, of up to thirty (30) minutes, during a portion of the NEO. The Union's representative may include written, audio, and/or visual materials.

Attendance at an NEO shall be mandatory for each new hire. For the purpose of this section, new hires shall be defined to include any employee new to SEIU Local 721, including but not limited to employees entering the unit through accretion or promotion/demotion.

The Union shall provide the following for the District to include in their new hire packet to be distributed at the NEO:

- Applications for union membership and COPE
- Copy of the current MOU
- Contact information of the designated union representative

Violations of this section are subject to the grievance procedures outlined in Article 16 of this MOU.

ARTICLE 7

Work Schedules/Hours

Section 7.1 Work Week

The work week shall consist of one hundred sixty-eight (168) consecutive hours. The workweek commences at 12:00 AM Monday and runs through 11:59 PM the following Sunday.

The standard workweek for office personnel consists of four (4) eight-hour (8) days.

The standard work week for field personnel consists of our (4) ten (10) hour days.

Section 7.2 Alternate Work Schedules

Employees may work alternate work schedules upon agreement between the General Manager and the affected employee(s). Examples of alternate work schedules may be an employee working six-and-a-half (6.5) hour days or ten (10) hour days.

Section 7.3 Hours

District office hours shall be from 8:30 AM until 4:30 PM. Lunches for office employees may be staggered so that the office does not close.

A time card shall be maintained daily by each employee and kept by the Administrative Assistant or designee in the District office.

The General Manager may, at his or her discretion, alter the term of any employee's working schedules and hours upon two (2) hours' notice.

ARTICLE 8

Compensatory Time

Employees who earn overtime pay as established in Article 9 may be eligible to accrue compensatory time. Subject to the approval of the General Manager, employees may elect to take time off in lieu of recovering overtime pay. An employee who requests and is approved for compensatory time off in lieu of overtime is entitled to one and one-half (1^{1/2}) hours of compensatory time off for each hour for which he or she would otherwise be entitled to overtime pay. Compensatory time accrued may not exceed sixty (60) hours at any one time.

Compensatory time off shall be scheduled by mutual agreement of the employee and the General Manager based upon the needs of the District. Compensatory time off must be used in a minimum of one (1) hour increments. Additionally, compensatory time off may be used in combination with vacation time, sick leave, and/or personal necessity. Other leave time (i.e., vacation, sick leave, personal necessity) cannot be converted to compensatory time.

ARTICLE 9

Overtime

Employees will be compensated at the rate of time and one-half (1 1/2) their standard hourly wage rate for all hours worked in excess of their normal work day - eight (8) hours for office personnel and ten (10) hours for field personnel – and/or all hours worked in excess of forty (40) in a normal week or as otherwise required by law.

ARTICLE 10

Standby and Call-Out

Section 10.1 Standby

See Side Letter # 1 of December 6, 2018,
on the following page.

~~The General Manager may assign employees to standby. Being on standby requires the employee to answer the District's 24-hour water emergency phone and respond to a District emergency within one (1) hour.~~

SIDE LETTER #1
2018-2021 MEMORANDUM OF UNDERSTANDING
BETWEEN
CABAZON WATER DISTRICT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721

The Cabazon Water District (“District”) and the Service Employees International Union Local 721 (“SEIU”) hereby agree to modify the terms of Section 10.1 – Standby in Article 10 – Standby and Call-Out of their Memorandum of Understanding (“MOU”) dated July 1, 2018 through June 30, 2021 as follows:

Section 10.1 Standby

The General Manager may assign employees to standby. Being on standby requires the employee to answer the District’s 24-hour water emergency phone and respond to a District emergency within one (1) hour.

Each employee assigned to standby to receive incoming calls shall be paid as follows:

- Weekday – One and one-half (1½) hours per weekday. A weekday is a Monday, Tuesday, Wednesday or Thursday, excluding holidays.
- Weekend – Four (4) hours per weekend, excluding holidays. A weekend consists of Friday, Saturday and Sunday. An employee assigned for a partial weekend shall be paid on a prorated basis of 1.34 hours per day.
- Holiday – Two (2) hours per holiday that falls on a Tuesday or Wednesday.
- Holiday Weekend – Eight (8) hours per holiday weekend. A holiday weekend consists of four (4) consecutive days which include Friday, Saturday and Sunday, with the holiday falling on either a Monday or a Thursday. An employee assigned for a partial holiday weekend shall be paid on a prorated basis of two (2) hours per day.

Standby will be paid at the employee’s regular rate of pay. A holiday for the purpose of this article shall mean the holidays designated in Article 23 of this MOU.

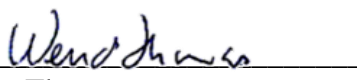
Except as modified in this Side Letter, all other terms and conditions shall remain the same in effect as provided.

APPROVED on this 6th day of December 2018:

Cabazon Water District

By: 
Calvin Louie
General Manager

SEIU Local 721

By: 
Wendy Thomas
SEIU 721 Chief Negotiator

Each employee assigned to standby to receive incoming calls shall be paid as follows:

- Weekday – One and one-half (1 1/2) hours per weekday. A weekday is a Monday, Tuesday, Wednesday or Thursday, excluding holidays.
- Weekend – Four (4) hours per weekend, excluding holidays. A weekend consists of Friday, Saturday and Sunday.
- Holiday – Two (2) hours per holiday that falls on a Tuesday or Wednesday.
- Holiday Weekend – Eight (8) hours per holiday weekend. A holiday weekend consists of four (4) consecutive days which include Friday, Saturday and Sunday, with the holiday falling on either a Monday or a Thursday.

Standby will be paid at the employee's regular rate of pay. A holiday for the purpose of this article shall mean the holidays designated in Article 22 of this MOU.

Section 10.2 Call Out

Employees shall be paid a minimum of three (3) hours when being called out to work at other than his/her regular shift. A call out will be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay. Travel mileage per private vehicle will be reimbursed at the current IRS rate.

Section 10.3 Distribution of Assignments

There will be equitable distribution of assignment to standby and/or call out overtime, as long as the employee is properly certified for the nature of the work.

ARTICLE 11

Performance Evaluations

An employee may discuss his or her job or performance with his or her supervisor at any time. Employees will receive a performance evaluation after one hundred and eighty (180) calendar days from the date of hire or promotion or as soon thereafter as reasonably practicable, which will correspond with the end of the applicable probationary period. The employee will receive evaluations annually thereafter.

ARTICLE 12

Classification of Employment

Section 12.1 Regular Full-Time Employee

An employee who has satisfactorily completed the probationary period and is regularly assigned to work thirty two (32) or more hours weekly. Regular full-time employees are eligible for all benefits.

Section 12.2 Regular Part-Time Employee

An employee who has satisfactorily completed the probationary period and is regularly assigned to work less than thirty two (32) hours weekly. A part-time employee is ineligible for any employee benefits, including health and dental benefits, except for those mandated by state and federal law or as otherwise specifically provided for in this Agreement.

Section 12.3 Temporary Employee

An employee who works on a periodic basis, with a limited scope of duration. Temporary employees are ineligible for any employee benefits except for those mandated by state and federal law. A temporary employee's employment shall be limited to one hundred and eighty (180) calendar days. Temporary employees are at-will employees and may be dismissed by the District at any time with or without cause.

Section 12.4 Probationary Employee

All new, rehired or promoted employees are on probation for the first one hundred and eighty (180) calendar days of their employment. The General Manager may terminate any employee on a probationary status with or without cause and with or without notice. Probationary employees are not entitled to any appeal rights provided in this Agreement. During the probationary period, new or rehired employees will not be eligible for any employee benefits (except as required by law) or District designated holidays. Before an employee leaves a probationary status, he or she must receive a satisfactory or better rating in his or her written evaluation conducted by the General Manager. At the General Manager's discretion, the length of any employee's probationary period may be extended up to an additional one hundred and eighty (180) days.

Regular employees who are promoted to a higher classification are on probation for the first one hundred and eighty (180) calendar days following the promotion. The General Manager may return an employee to his or her former classification upon the employee's first performance evaluation in the new position. Regular employees on probation following a promotion retain all rights and benefits associated with their prior classification during the probationary period.

ARTICLE 13

Nepotism

It is the policy of the District not to discriminate in its employment practices. Notwithstanding these provisions, the District shall not place a relative, spouse or registered domestic partner under the direct supervision of a related employee or to place him or her in the same department or facility where such a situation has the potential for creating an adverse effect on supervision, safety, security. The District reserves the right to apply this policy to other relationships that create a conflict of interest or have an adverse effect on supervision, safety and security.

ARTICLE 14

Promotions

When the District has an opening in a classification above the entry level, notice shall be posted in the District Office, five (5) calendar days, excluding holidays, prior to filling the position. Positions shall be filled on the following basis:

1. Ability to perform in the vacant position, as determined by the District in its sole discretion.
2. Where the District considers ability to perform between two (2) candidates to be equal, preference shall be given to personnel having the appropriate certification for the position to be filled.
3. When the District has established all factors equally, seniority shall be the final consideration.

A regular employee elevated in classification shall serve a six (6) month (or one hundred and eighty (180) calendar day) probationary period in his or her newly acquired position. Regular status will be dependent on the job performance evaluation which will occur at the end of the probationary period. An employee who does not successfully complete the probationary period in the new position will be returned to the position from which he or she came. If the employee's original position has been filled, the replacement employee will be bumped from that position.

The District reserves the right to hire outside the present work force in the event management concludes that present personnel do not have the qualifications to fill said position.

ARTICLE 15

Layoff and Recall

Should the District be required to reduce the work force for any reason, the following shall be the layoff procedure:

1. Temporary employees within the affected classification shall be laid off first.
2. Part-time employees based on seniority.
3. Should a further reduction be necessary, full time probationary employees within the affected classification shall be laid off next.

Recall to work shall be in reverse of order of layoff.

The District shall notify an employee of their intention to lay him/her off at least ten (10) working days prior to the date the layoff is to take effect.

Seniority is defined as total hours worked from the date of hire.

ARTICLE 16

Grievance Procedure

A grievance is any alleged violation, or major difference of opinion, as to the interpretation or application of personnel policies and practices, or the application of any negotiated agreement, or any law, rule or regulation governing personnel matters, but does not apply to disciplinary actions as set forth in Article 17. Any grievance brought pursuant to this provision must be brought within thirty (30) calendar days, excluding holidays, of the employee's knowledge of the conduct that is being grieved.

An employee is entitled to representation in the preparation and presentation of his/her grievance at any step in the grievance procedure. The grievant is entitled to be released from work for a reasonable period of time, without loss of compensation, in order to present the grievance.

An employee and any representative will be unimpeded and free from restraint, discrimination, interference, or reprisal in seeking appropriate adjustment of a grievance.

Step 1: Meeting with General Manager

In the event the problem is not resolved through informal discussion, the grievance shall be reduced to writing, and submitted to the General Manager. Upon receipt of a written grievance, the General Manager shall meet with the employee and his/her representative. The General Manager shall render a written decision no later than five (5) calendar days, excluding holidays, after the Step 1 meeting. Failure of the General Manager to respond within five (5) calendar days, excluding holidays, shall be deemed a denial of the grievance. In such event, the employee's time period to advance the grievance shall begin.

Step 2: Appeal to Personnel Committee

Should the grievance not be resolved in Step 1, it may then be appealed to the Personnel Committee of the Board of Directors within five (5) calendar days. The

Personnel Committee shall meet with the grievant, and his/her representative, within ten calendar (10) days, excluding holidays, of submission for review or as otherwise mutually agreed upon by the parties, and shall render a written decision ten (10) calendar days, excluding holidays, thereafter. Failure of the Personnel Committee to respond within the required time frame shall be deemed a denial of the grievance. In such event, the employee's time period to advance the grievance shall begin. The Personnel Committee's decision shall be the District's final administrative determination on the matter being grieved.

Step 3: Binding Arbitration

If the grievant is not satisfied with the disposition of the grievance at Step 2, the grievant may request that the Union submit the grievance to binding arbitration.

1. The Union shall have the exclusive authority to determine whether a grievance shall be taken to arbitration. If the Union elects to proceed, it must so request in writing to the Board within fifteen (15) calendar days, excluding holidays, after the Step 2 decision was or should have been rendered.
2. In the event the parties are unable mutually to agree upon an arbitrator, they shall request a panel of seven (7) names be submitted to both parties by the State Mediation and Conciliation Service (SMCS). Upon receipt of the list of names, the parties shall alternately delete names from the list until only one (1) remains, and said last named shall be selected, as the arbitrator.
3. The arbitrator's decision shall be final and binding upon the parties hereto, and shall be in writing and shall set forth his/her findings of fact, reasoning's, conclusions and remedy. The arbitrator's authority shall be limited to deciding the issues submitted by the parties.
4. All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, a transcript and the cost of any hearing room will be borne equally by the Union and the District. All other costs will be borne by the party incurring them.

The processing of a grievance beyond Step 2 shall constitute a clear and express election on the part of the grievant that the Grievance/Arbitration Procedure is the exclusive remedy for resolving the issues contained in the grievance and shall constitute a clear and express waiver of rights to utilize any other legal or administrative forum. While the decision of the arbitrator herein is final and binding, nothing in this agreement shall preclude the parties from seeking to confirm, vacate or correct the arbitrator's award pursuant to Chapter 4 of Title 9 of Part 3 of the California Code of Civil Procedure commencing with section 1285. However, no other means or methods to review or appeal the final and binding decision of the arbitrator are available.

ARTICLE 17

Discipline Procedure

Section 17.1 Discipline Steps

With the exception of offenses or performance problems requiring more stringent or immediate action, employees shall be disciplined as follows:

1. First-time offenders shall generally be counseled and given a verbal warning. A verbal warning shall be documented.
2. Should the misconduct continue, a written warning will be issued the employee and placed in his or her personnel file, along with notification that further misconduct could be grounds for more severe disciplinary action. The written warning shall be signed and dated by the employee. If the employee refuses to sign the warning, another supervisor should be immediately brought in and asked to witness that the employee has seen, but refuses to sign, the warning.
3. If, after 1 and 2, the employee still persists in the conduct giving rise to the disciplinary action, the District may take whatever action it deems appropriate up to and including discharge.

The District reserves the right to deviate from this policy when the circumstances warrant such a deviation. Immediate termination for one (1) offense may therefore occur where it is deemed appropriate in the District's sole discretion.

Progressive discipline is not applicable to staff reductions and layoffs.

Section 17.2 Disciplinary Actions Not Subject to Notice and Hearing Procedures

The following disciplinary actions may be taken against any employee of the District without compliance with the procedures set forth in this Article 17, but such actions may be reviewed in accordance with the grievance procedures, up to Step 1, set forth in Article 16:

1. Reprimand, which may be oral or in writing, or both;
2. Suspension for up to five (5) days without pay;
3. Change in working hours;
4. Reassignment or transfer not entailing a salary reduction or demotion.

Section 17.3 Causes for Disciplinary Action

The following is a non-exhaustive list of actions that may subject an employee to discipline:

1. Unauthorized or excess absence or tardiness;

2. Failure to report absences from work or failure to return immediately from authorized leave;
3. Failure to follow the instruction of a proper authority;
4. Disorderly conduct on District premises or while on duty elsewhere, such as, but not limited to, fighting and use of threatening or abusive language;
5. Possession, use, receipt, distribution, or being under the influence of an alcoholic beverage or drug;
6. Falsifying or altering District records, including, but not limited to, employment, medical, or paycheck records, job cards, requests for employee benefits, and permitting one's time card to be recorded by another employee;
7. Unauthorized possession of, or harm to, District or personal property;
8. Dishonesty of any type;
9. Violation of safety rules;
10. Unauthorized removal of District documents, records or other property;
11. Immoral or indecent conduct;
12. Negligent or careless performance of duties;
13. Failure to maintain proper standards of efficiency, workmanship, or production;
14. Unauthorized posting of any literature, poster, handbill, petition, or any other notice on District property;
15. Failure to observe work schedules or assignments;
16. Unauthorized personal use of District phone or other District property;
17. Unauthorized departure from job, department or District premises;
18. Engaging in or failure to withdraw from outside activities or interests which conflict with, detract from, or adversely affect the interest of the District;
19. Loitering or sleeping on the job;
20. Gambling on District premises or while on duty elsewhere;
21. A personal appearance or mode of dress that is unconventional to the point of being detrimental to the business environment of the District;
22. Allowing unauthorized individuals to travel in District vehicles;

23. Violating the privacy rights of other employees, District clients or otherwise viewing or accessing confidential District information;
24. Excessive use of personal cell phones, text messaging, personal email, computer games, and social networking sites.
25. Conviction of a crime, either a misdemeanor or felony, involving moral turpitude.

All violations shall be documented on employee evaluations.

Unless otherwise excluded, all disciplinary actions shall be subject to the Discipline Procedure provided in this Article 17.

Section 17.4 Disciplinary Procedures for Regular Employees

To ensure that all regular employees are fairly treated when subjected to disciplinary action (i.e., suspensions without pay for more than five (5) days, demotions, dismissals), this section sets forth the procedure for taking such action.

17.4.1 Notice of Proposed Action

Before dismissing or otherwise disciplining a regular employee, the District shall deliver to the employee a written notice of its intention to dismiss or otherwise discipline the employee. Such notice shall be personally delivered to the employee or sent by registered or certified mail to the employee's place of residence as last shown on the District's records. The notice shall be served on or mailed not less than seven (7) calendar days, excluding holidays, prior to the effective date of the proposed disciplinary action and shall contain the following:

- (a) The type of discipline proposed and the effective date thereof.
- (b) The charges upon which such action has been proposed and the reasons why such action is being taken.
- (c) If such charges are based in whole or in part upon documents or materials, the notice shall inform the employee of this fact, and shall inform the employee of the location of such documents or materials. If available and subject to duplication, copies of such documents and materials shall be furnished to the employee with the notice.
- (d) A time and date by which the employee may respond to the charges, orally or in writing, which date shall not be less than seven (7) calendar days, excluding holidays, after the notice is served on or mailed to the employee, whichever occurs first.

17.4.2 Response of the Employee

The employee shall have the right to respond, either orally, in writing, or both, no later than the time and date provided to the employee in the notice to the employee. The time

for response may be extended by the General Manager for a reasonable period if the General Manager determines it to be necessary to provide the employee with a fair opportunity to answer the charges made. Any extension must be communicated to the employee in writing. Written responses shall be delivered to the General Manager within the time allowed to respond or said right shall be waived. If the employee desires to make an oral response, the employee shall give written notice to the General Manager of this fact at least five (5) calendar days, excluding holidays, before the time and date stated in the notice for the expiration of the time to respond. Failure of the employee to give such notice shall constitute a waiver of any right to present an oral response.

17.4.3 Oral Response

If the employee gives the notice provided for in Section 17.4.2, the oral response of the employee shall be presented to the General Manager. At the time of the employee's oral response the employee shall have the right to be represented by a representative of his or her choice.

17.4.4 Determination by General Manager

Upon expiration of the time period set forth in the District's notice to the employee, the General Manager shall review the matter, including the response of the employee, if any, and shall make a determination as to whether to impose discipline. The General Manager shall notify the employee in writing of his or her determination. Such notice shall be personally served on the employee or shall be sent by registered or certified mail to the employee's place of residence as last shown on the District's records.

17.4.5 Disqualification of General Manager

If, prior to the time for consideration of the response, the General Manager has become so involved in the matter as to create an actual bias against the employee that prevents the General Manager from fairly considering the employee's response, the General Manager shall so advise the President of the Board of Directors, which shall thereupon appoint another person to act on behalf of and in the place of the General Manager. However, mere prior knowledge of the factual background of the matter shall not, in itself, disqualify the General Manager.

17.4.6 Appeal of Decision of General Manager

An employee or former employee dissatisfied with the determination made by the General Manager may appeal the determination to the Personnel Committee, provided that a written notice of appeal is filed with the Administrative Assistant of the District no later than ten (10) calendar days, excluding holidays, after the date of personal service or mailing of the notice of the General Manager's determination, whichever is sooner.

If a timely appeal is filed with the District's Administrative Assistant, the Personnel Committee shall schedule a hearing within a reasonable time and the District shall, in writing, notify the employee or former employee of the time and date of the hearing. The hearing may be conducted by the Personnel Committee or an outside hearing officer.

At the hearing, the employee shall have the right to be represented by his or her representative. The employee shall have the right to present evidence and examine adverse witnesses.

If the employee desires to have any other available employee present at the time of the hearing in order to present evidence or to examine adverse witnesses, the employee shall, at least two (2) working days before the scheduled hearing, file a written request with the General Manager requesting the presence of such persons at the hearing. If such persons can be made available without unduly interfering with the District's operations, the General Manager shall cause such person to be present at the time of the hearing. The Personnel Committee may, but is not required to, continue the hearing for a reasonable period until such persons can be present.

The hearing shall be recorded in full at no cost to the employee.

17.4.7 Determination of Appeal

If an appeal is taken, upon conclusion of the hearing, the Personnel Committee shall review the matter, including any evidence presented, and shall make a final and binding determination as to whether to confirm the determination of the General Manager. The Personnel Committee shall have the power to accept or reduce the discipline imposed by the General Manager. If the Personnel Committee is unable to make a decision, the matter shall be deferred to the Board of Directors for a final and binding determination. The Board of Directors may in its sole discretion decide the matter on the basis of the record made at the hearing or may conduct a new hearing. The Board of Directors may accept or reduce the discipline imposed on the employee by the General Manager.

17.4.8 Status of Employee

During the period prior to the determination of the matter by the General Manager, the employee may be suspended from performance of his or her duties with pay or may be reassigned to other duties.

If the final determination of the General Manager is to discipline an employee, the effective date of the discipline shall be the date that the notice of determination is personally served or mailed in accordance with this Article 17.

ARTICLE 18

Step Increases

Section 18.1 Eligibility for Step Increases

Employees below the maximum salary step in a classification shall be eligible for step increases based on individual performance evaluations, provided the employee receives a rating of satisfactory or higher on his or her evaluation.

Section 18.2 Rate of Step Increase

There shall be at least a two percent (2.0%) separation between salary steps.

Section 18.3 Initial Step Increase

Salary Step "A" will consist of the one-hundred and eighty (180) day probationary period. At the end of that time the General Manager, or designee, will perform an evaluation and either advance the employee to Step "B" or require the employee to serve an additional one-hundred and eighty (180) day probation period. At the end of the second probationary period, the employee must be advanced to Step "B" or be terminated.

Section 18.4 Time Frames for Step Increases

Advancement from Step "B" to Step "C" will require a minimum of one (1) year in Step "B." Advancement from Step "C" through Step "G" will require a minimum time frame in each step of two (2) years. Notwithstanding these requirements, if the General Manager determines that an employee's evaluation warrants an earlier step increase, the General Manager may, at his or her sole discretion, provide an earlier step increase to an employee.

Section 18.5 Effective Date of Salary Increases

Should the District fail to conduct a timely performance evaluation and a subsequent performance evaluation results in the employee being eligible for a step increase, the step increase will be retroactive to the date the District should have conducted the performance evaluation. Failure to conduct an evaluation within that time period does not preclude the District from conducting an evaluation at a later date.

The General Manager or designee has the authority to increase an employee's salary within the salary range.

ARTICLE 19

Wage Adjustment

Section 19.1 Added Salary Steps

The District shall add two (2) additional salary steps of no less than two percent (2.0%) to the top of each classification upon the execution of this MOU. The salary range for represented employees during the life of this MOU shall be from Step "A" to Step "G" as described in Appendix A.

Such adjustments shall be retroactive to July 1, 2018.

Section 19.2 Cost of Living Adjustments

There are no scheduled cost of living adjustments (COLA) during the term of this MOU.

ARTICLE 20

Sick Leave

Section 20.1 Sick Leave

Annually, full time employees shall accrue sick leave up to a maximum of ninety six (96) hours. Annually, part-time employee shall accrue up to a maximum of forty eight (48) hours. Accruals shall occur on a per pay period basis at a rate in compliance with legal standards. Once an employee has accrued up to their maximum amount of sick leave, accrual shall cease until the employee has taken sick leave to bring the number of sick days accrued below the maximum. Employees may elect to cash out up to half their accrued but unused sick leave at the end of each calendar year. Sick leave may be used for all purposes as designated by law. Accrued, unused sick leave will not be cashed out upon an employee's separation from service with the District.

An employee who is unable to report to work due to illness must notify his or her supervisor at least thirty (30) minutes before the start of his or her shift. Employees who have been absent from work for more than three (3) days must provide documentation from a licensed health services provider justifying their absence from work.

Section 20.2 Pregnancy Disability Leave/Transfer

Under the California Fair Employment and Housing Act ("FEHA"), if an employee is disabled by pregnancy, childbirth, or related medical conditions, she is eligible to take a pregnancy disability leave ("PDL"). If an employee is affected by pregnancy or a related medical condition, the employee may also be eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties for which she is qualified, if this transfer is medically advisable and if such a position is available.

The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical conditions up to four (4) months (or eighty-eight (88) workdays for a full time employee) per pregnancy.

The PDL does not need to be taken in one continuous period but can be taken on an as-needed basis. Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by PDL.

Generally, the District is required to treat pregnancy disability the same as the District treats other disabilities of similarly-situated employees. Consequently, PDL is unpaid leave, though the District will continue to contribute to employee benefits to the same extent as while the employee was working.

ARTICLE 21

Insurance

On October 17, 2017, the Board approved Resolution No. 04-2017 to adopt a Section 125 Premium Only Plan to allow pre-tax payroll deduction of insurance premiums. The District shall pay the additional costs, if any, for the administration of this new Section 125 Cafeteria Plan.

As of the open enrollment period in December of 2017, all represented regular full-time employees are entitled to receive health insurance benefits through a District-selected Section 125 Cafeteria Plan. The District shall continue to pay eighty percent (80%) of the premium costs for health (medical and vision) and dental insurance coverage for the employee and their eligible dependents. The employee shall pay the remaining twenty percent (20%) of the premium costs.

Medical Waiver Option: Effective July 1, 2016, the District shall pay two hundred (\$200.00) monthly to employees who are eligible to participate in the District-selected health and dental insurance plans, but opt to decline such coverage.

The District must provide ninety (90) days written notice to the Union of any proposed change in insurance plans with an opportunity to meet and confer.

ARTICLE 22

Holidays

Regular full-time employees shall be entitled to the following paid holidays:

January 1st - New Year's Day

3rd Monday in January - Martin Luther King, Jr. Day

3rd Monday in February - Washington's Birthday

Last Monday in May - Memorial Day

July 4th - Independence Day

1st Monday in September - Labor Day

November 11th - Veterans Day

4th Thursday in November Thanksgiving

Friday after Thanksgiving

December 24th - Christmas Eve

December 25th – Christmas

Employees that do not work the holiday shall be credited with pay equivalent to the employee's regular shift. Such holiday pay shall not be counted for the purpose of the computation of overtime.

An employee required to work the holiday shall be paid one and one-half times (1^{1/2}) his/her rate of pay, in addition to holiday pay, for all hours of the employee's regular shift. Any hours worked in excess of the employee's regular shift shall be paid at two (2) times his/her rate of pay.

ARTICLE 23

Vacations

Section 23.1 Rate of Accrual

Regular full-time employees shall accrue vacations in the following manner:

<u>Years of Service</u>	<u>Vacation Earned</u>
One (1) year	40 hours
Two (2) through five (5) years	80 hours
Six (6) years or more	120 hours

Vacation shall be earned from date of hire and only accrue while the employee is working or on paid leave. Employees on unpaid leave do not accrue vacation.

Section 23.2 Maximum Accumulation

The District agrees that an employee may carry over to the following year the employee's previously approved vacation, when the District requires an employee to work said scheduled vacation due to an emergency.

Vacation may accumulate to a maximum of two (2) years' accrual. Once the maximum accrual is reached, accrual will cease until vacation use or cash-out reduces it below the maximum amount.

Section 23.3 Use of Vacation

All paid vacations must be scheduled and approved by the General Manager. A vacation request must be submitted two (2) weeks in advance, and should not be planned so as to interfere with crucial work schedules.

ARTICLE 24

Retirement

Effective July 1, 2011, all District employees that are represented by the SEIU shall be enrolled in the SEIU National Industry Pension Fund ("Fund"). All employees enrolled in the Fund prior to July 1, 2011 shall not be affected by any changes provided herein.

The District will pay on behalf of each eligible employee to the SEIU National Industry Pension Fund on a bi-weekly basis the sum of fifteen percent (15%) of the employee's gross salary to be calculated as per hour wages.

For information on the SEIU National Industry Pension Fund and eligibility requirements, employees may contact the Fund directly at (800) 458-1010.

The District agrees to request a quote/bid from the California Public Employees Retirement System (CalPERS) regarding the costs and benefits of offering a benefit plan to eligible employees. The parties agree this request for a bid/quote from CalPERS does not commit the District to offer CalPERS to any employee and is merely providing an opportunity for the parties to review such an option. In the event the District decides to contract with CalPERS for such a plan, the parties agree to meet and confer on the issue.

ARTICLE 25

Job Related Instruction/Educational Reimbursement

- A. All employees working in the position of Field Crew Worker I shall be required to obtain a minimum of a Grade I Distribution Certificate (D-1) from the State of California within eighteen (18) months of hire. Failure to obtain the minimum certification within eighteen (18) months shall result in termination of employment.
- B. All employees working in the position of Water Technician I shall be required to possess a minimum of a D-1. Each employee must maintain such certification(s) in good standing during the course of employment.
- C. All employees working in the position of Water Technician II and Field Crew Lead I shall be required to possess a minimum of a Grade II Distribution Certificate (D-2) from the State of California. Each employee must maintain such certification(s) in good standing during the course of employment.
- D. The District will provide transportation, or pay mileage at the current IRS rate, to and from the certification class. If the class is during working hours, it will be considered hours worked by the employee.

- E. The District agrees to reimburse the full cost of any course of instruction that they may require of employees, upon successful completion with a passing grade and certification, if applicable. Employees must obtain prior approval of the District before enrolling in any course of instruction.

As a condition of accepting reimbursement to obtain D-1 or D-2 certification, an employee must sign an agreement to continue their employment with the District for a minimum of three (3) years after receiving such funds. In the event the employee separates from district employment prior to the completion of three (3) full years of service, the employee shall be required to return the funds received to the District. The repayment amount will be reduced by one-third (1/3), of the total amount of reimbursement funds received, for each full year of district employment following the receipt of the reimbursement.

- F. Subject to the General Manager's approval and the District's budgetary requirements, employees may be eligible for financial assistance for educational programs, provided that the class taken is job related. Unless expressly required by the District, all classes are voluntary and must be attended on the employee's own time. The General Manager's approval for the class must be obtained prior to class registration.

Upon satisfactory completion of the class, with a grade of "C" or better, the employee must submit receipts, along with a copy of his/her transcript or other evidence that he/she successfully completed the course, to the General Manager in order to receive reimbursement.

ARTICLE 26

Bereavement Leave

Regular full-time employees receive three (3) days off with pay for death of employee's/spouse's/registered domestic partner's parents, employee's spouse, registered domestic partner, or children, or at the discretion of the General Manager for any other family member.

ARTICLE 27

Jury Duty/ Witness Leave

Section 27.1 Witness Leave

Each employee appearing in court as a subpoenaed witness in a matter related to District business shall be compensated for all time and mileage.

Each employee called for jury duty shall receive regular District compensation for up to three (3) working days. Any amount of payment received for jury duty shall be assigned to the District. The General Manager or designee shall approve the leave for the period of absence. Employees shall be required to provide the District with verification of service. If verification of service is not provided within sixty (60) days after the end of service, the time will be deducted from the employee's accrued, unused vacation leave.

ARTICLE 28

Leaves of Absence

The General Manager must approve all leaves of absence. Leaves of absence may include, but are not limited to the following category:

Disability Leave: Employees may be eligible for disability leave if their physical or mental condition prohibits them from performing any of the essential functions of their job. While on disability leave, an employee must provide his or her supervisor with weekly updates on his or her condition and engage in the interactive process with management to determine what, if any, accommodations might bring the employee back to work.

ARTICLE 29

Outside Employment

Employees are expected to do a first-rate job for the District, which can be difficult to do with the pressures of additional employment. District personnel are required to work and be available to work as needed, when needed. An employee may not accept outside employment that creates a conflict of interest for the District or impacts the employee's ability to do his or her job. (see Conflict of Interest Code) All employees must inform the General Manager of any outside employment or of the employee's intentions to obtain outside employment so that the District may determine whether a conflict of interest exists.

ARTICLE 30

Workers' Compensation

Employees may be eligible to receive Workers' Compensation benefits for a job-related illness or injury. The District pays the cost for these benefits in full. All accidents during working hours, no matter how slight or minor they may seem must be reported immediately to the employee's supervisor and/or the General Manager.

ARTICLE 31

Job Abandonment

An employee absent from work for three (3) or more scheduled work days without notifying the District will be deemed to have abandoned his or her job and have terminated his or her employment relationship with the District. The District shall provide any employee deemed abandoning his/her job with notice of abandonment and a right to appear before the Board of Directors for review. The scope of the Board's review will be limited to whether the employee was absent for three (3) or more scheduled work days without notifying the District.

ARTICLE 32

Personnel Files

The District keeps a confidential personnel file for each employee, which serves as the employee's record of employment at the District. It contains all personnel actions, evaluation, memos, and records concerning each employee. With reasonable notice, every employee may inspect his or her file. In order to inspect each employee's personnel file, the employee must make an appointment with the General Manager or his or her designee.

ARTICLE 33

Harassment Policy

The District and the Union have zero tolerance for unlawful harassment and discrimination. This includes harassment or discrimination on the basis of race, color, religion, religious creed (including religious dress and religious grooming), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity (including transgender identity and transitioning), gender expression and sex stereotyping, national origin, ancestry, citizenship, age, physical or mental disability, legally protected medical condition or information (including genetic information), family care or medical leave status, military caregiver status, military status, veteran status, marital status, domestic partner status, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages, requesting a reasonable accommodation on the basis of disability or bona fide religious belief or practice, or any other basis protected by local, state, or federal laws.

ARTICLE 34

Computer Use Policy/Video Surveillance

Section 34.1 Computer Use Policy

The District has invested substantial assets in order to provide employees access to perform the responsibilities of their jobs. Although many employees are provided computers or access to computers for job-related purposes, all employees should fully understand that the computers, as well as all information temporarily or permanently stored or transmitted with the aid of computers, remain the sole and exclusive property of the District and is subject to access, copying and use by the District in any manner it deems appropriate. Employees therefore should not assume any privacy right or interest in any information that is either temporarily or permanently stored on the computer, nor should employees anticipate receiving a proprietary interest in any such information. In order to monitor compliance with this policy and to protect its business interests, including the need to prevent any improper use of computers, the District reserves the right to gain access to any information stored in, accessed, used or retrieved by any of its computers. Access to information may occur either before, during or after an employee's shift, and either with or without the employee's advance knowledge or consent. Offsite access to the District's computer system may only be made after prior approval by the General Manager or his or her designee. Any entry into the District's computer system by an offsite computer may be monitored to the same extent as use of the District's computer system on in-house computers.

In addition, employees should not add or load any software to a computer without the proper approval of the General Manager or his or her designee, nor should they use a computer for any improper or unauthorized use. Inappropriate uses include, without limitation, downloading proprietary information of others, engaging in inappropriate disclosures or defamatory communications, or engaging in or facilitating competitive activities or activities that are tortious because they violate or tend to violate the rights of third parties, the District or coworkers.

An employee who has questions regarding this policy or questions regarding the appropriateness of any activity relating to computers should direct them to his or her supervisor before engaging in any activities that may be found to be unauthorized or improper. Strict compliance with this policy is essential. Violations of this policy may result in disciplinary action, up to and including termination.

Section 34.2 Video Surveillance

For the safety of District employees, District clients and the public in general, the District has placed video surveillance cameras throughout the District offices, and employees and others are subject to surveillance in all areas of the District offices except the restrooms.

ARTICLE 35

Dress and Appearance

Section 35.1 Dress Standards and Appearance

Each employee is a representative of the District. Therefore, each employee must be dressed neatly in clothing appropriate to the duties assigned and be clean and well groomed. If an employee's attire or overall appearance do not measure up to such standards, he or she may be suspended without pay until the particular problem has been remedied. Safety clothing must be worn when appropriate.

Section 35.2 Uniforms

The General Manager will determine which job classification(s), if any, and under what circumstances, will be issued uniforms.

Section 35.3 Identification

Work shirts and District identification cards will be issued to the field personnel for the purpose of community identification and employee safety.

Section 35.4 Safety Shoes/Boots

Effective July 1, 2018, the District agrees to reimburse each field employee for up to two hundred and fifty dollars (\$250.00) each calendar year for the purchase of safety shoes/boots. Employees will be required to submit receipt(s) to receive reimbursement. Shoes/boots are not required to be steel-toed, but must be OSHA compliant (high impact/puncture resistant) based on water industry standards.

ARTICLE 36

Drug and Substance Abuse Policy

It is the District's policy to prohibit its employees from using illegal drugs (as used herein, the term "illegal drugs" includes but is not limited to marijuana, whether obtained by prescription or not) or alcohol in connection with their employment, as it constitutes a threat to the safe and efficient performance of our service. It is likewise the District's policy to take reasonable and appropriate measures designed to minimize the risk to the public and employee health and safety due to alcohol or drug related impairment.

The District will maintain pre-employment screening practices for employees designated as safety sensitive designed to prevent hiring individuals who use illegal drugs or individuals whose use of drugs or alcohol indicates a potential for impaired or unsafe job performance. If the applicant is under age 18, a consent form must be signed by the employee's parent or guardian prior to screening. All offers of employment, for safety sensitive positions, extended by the District shall be contingent upon the applicant submitting to and passing a fitness for duty examination which shall include testing for

the use of illegal drugs and alcohol. Applicants who refuse to sign a consent form permitting testing or the release of test results to the District will not be hired or rehired.

ARTICLE 37

Savings Clause

Should any provision of this MOU, or any application thereof, be unlawful by virtue of any federal, state, or local laws and regulations, such provision of this MOU shall be effective and implemented only to the extent permitted by such laws and regulations. In all other respects, the provisions of this MOU shall continue in full force and effect for the life thereof.

ARTICLE 38

Execution of the MOU

On July 16, 2018 this MOU was ratified by a simple majority vote of unit employees who are in classifications represented by the Union and members of SEIU Local 721.

On September 18, 2018 this MOU was approved by a vote of the Board of Directors for the Cabazon Water District on agenda item# 2.

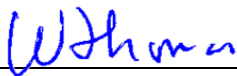
Following its execution by the parties hereto, the District shall implement its terms and conditions by appropriate lawful action.

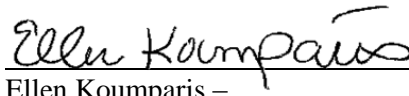
In witness thereof, the parties hereto have caused this MOU to be executed this 19th day of September 2018.

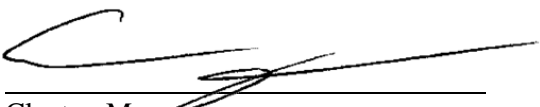
Cabazon Water District

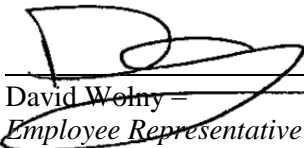
**Service Employees International
Union Local 721**

By: 
Alan Davis – *Vice Chair*
Board of Directors

By: 
Wendy Thomas
SEIU Local 721 *Chief Negotiator*

By: 
Ellen Koumparis –
Employee Representative

By: 
Clayton Morgan –
Employee Representative

By: 
David Wolny –
Employee Representative

Appendix A

Wages

Effective July 1, 2018

CLASSIFICATION	A	B	C	D	E	F	G
Customer Service Representative	\$15.97	\$16.77	\$17.61	\$18.49	\$19.41	\$19.80	\$20.19
Customer Accounts Representative	\$21.41	\$22.48	\$23.60	\$24.78	\$26.02	\$26.54	\$27.07
Customer Accounts Lead	\$27.32	\$28.00	\$28.70	\$29.42	\$30.16	\$30.76	\$31.38
Water Meter Technician I	\$12.60	\$13.23	\$13.89	\$14.58	\$15.31	\$15.62	\$15.93
Field Crew Lead I	\$26.04	\$26.56	\$27.09	\$27.62	\$28.18	\$28.74	\$29.32
Field Crew Worker I	\$16.36	\$16.69	\$17.03	\$17.37	\$17.71	\$18.06	\$18.43
Office Assistant I	\$13.36	\$13.62	\$13.89	\$14.17	\$14.45	\$14.74	\$15.03
Water Technician I	\$19.63	\$20.02	\$20.43	\$20.83	\$21.25	\$21.68	\$22.11
Water Technician II	\$21.27	\$21.69	\$22.13	\$22.57	\$23.02	\$23.48	\$23.95

Cabazon Water District

July 1, 2018, through June 30, 2021



SEIU Local 721

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Questions? Call the Member Connection (877) 721-4YOU

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