

MEMORANDUM OF UNDERSTANDING (MOU)

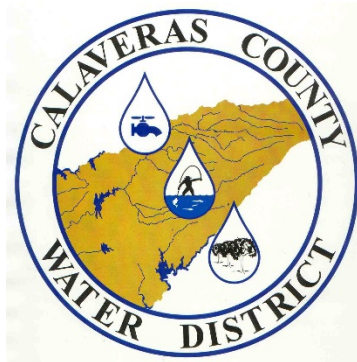
BETWEEN

CALAVERAS COUNTY WATER DISTRICT

AND

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)

Local 1021



EFFECTIVE JULY 1, 2021 THRU JUNE 30, 2026

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ARTICLE 1 RECOGNITION AND DEFINITIONS

- A. Recognition - The Calaveras County Water District (District), recognizes Service Employees International Union (SEIU) Local 1021 (Union), as the exclusive bargaining representative for all regular full-time and regular part-time classifications listed in the attached wage schedule.
- B. Definitions
 - 1. Days - mean calendar days
 - 2. Employee - a person in the bargaining unit.
 - 3. Management - General Manager or designee
 - 4. Regular position - a District-budgeted position for a specific percentage (50% or more) for Full Time Equivalent [FTE] employment (2080 hours/year).

ARTICLE 2 UNION RIGHTS

- A. Union Communications - The Union will be afforded the use, without charge, of any District interoffice communications systems for transmission of information concerning Union matters. Such use will not extend to the use of the U.S. Mail, direct communication to or from employees in violation of federal law, or to the making of long distance telephone calls, at District expense. Union communications, phone calls, e-mails, etc. will not unduly interrupt or interfere with normal operations.
- B. Use of Facilities - The Union may be afforded use, subject to the approval of the General Manager, without charge, of District buildings at reasonable times for Union matters. The approval of the General Manager will not be unreasonably withheld. With the exception of normal wear and tear, the Union will be responsible for any damage to District property caused by such use.
- C. Union Negotiating Representatives - The Union may have up to five (5) representatives on paid release time for negotiations with the District for purposes of reaching a successor memorandum of understanding (MOU). Release time will include travel time and up to one (1) hour prior and up to one (1) hour after each negotiations session. Such representatives will be designated by the Union in writing to management.
- D. Access to Information - Review at reasonable times of any public material in the possession of the District will be allowed. One (1) Union representative will be released from work to attend the necessary portions of the public session of scheduled District Board meetings when issues affecting the Union are on the agenda. Such release time will be discussed with the department head prior to the meeting.
- E. Shop Stewards - The District will not discriminate against shop stewards because of Union activity. The District will recognize shop stewards when the Union has notified the District in writing of the selection of shop stewards. Shop stewards will obtain permission from their immediate supervisor before conducting Union business while on duty. Shop stewards will not allow their activities as stewards to unduly interfere with or disrupt the performance of work by any employee.

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- F. New Hire Orientation - A Union representative will be allowed thirty (30) minutes to meet with new employees, at the employee's District orientation. The District will notify the Union President of the date and time of the employee's orientation. If the Union President is unavailable, then the District will notify the assigned Field Representative.
- G. Right to Representation - Employees have the right to the presence and representation of a shop steward or union representative in all investigative meetings which could lead to discipline.
- H. Access of Representatives of the Union - Union representatives will be permitted to visit all properties wherein employees under this MOU are employed for the purpose of observing conditions under which such employees are working, provided such visits do not unduly interrupt or interfere with normal operations. Representatives will be permitted to visit employees at designated standby locations. Union representatives will notify the District of their intent to visit the site.
- I. Union Bulletin Boards - The District will furnish at each work location a reasonably sized bulletin board to post Union bulletins and publications. The space provided will be maintained by the shop steward and Union representative. Use of bulletin board space by the Union will be limited to meeting notices, reports of official Union business, recreational or social activities. Such postings are to be in good taste and will not be political in nature or malign the District or its representatives. All non-permanent notices will be dated and will be removed within 30-days of posting. The District retains the right to remove any materials deemed by the General Manager to be in violation of this section.
- J. Subcontracting - No employee will have their assigned hours reduced or lose their position to the subcontracting of bargaining unit work. The provisions of this section are not intended to limit management's ability to subcontract out work when it has been ascertained that bargaining unit employees are unable to perform that work due to time availability. The provisions of this section do not apply to emergency situations that require subcontracting out of overtime work. Prior to contracting out work normally performed by the bargaining unit, the Union's local executive team will be notified. If requested in writing within seven (7) days of such notification, the District will meet with the Union and discuss the effects of the contracting.
- K. Union Dues - Upon certification from the Union that an employee has signed an authorization for the deduction of Union dues, the District will begin payroll deductions at an amount to be determined by the Union and communicated to the District annually. The District will promptly remit deductions to the Union. Employee requests to cancel or change membership dues deductions must be directed to the Union. Upon notification from the Union that an employee has canceled or changed membership dues, the District will promptly cease or change Union dues deductions from the employee's paycheck. The Union will hold the District harmless from any and all claims and will indemnify it against any unusual costs in implementing these provisions, and will indemnify the District for any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code §1157.12(a)
- L. Joint Labor and Management Committee - A Joint Labor and Management Committee (JLM) is established to facilitate harmonious labor relations. The JLM will be composed of two (2) members of the Union and two (2) representatives from Management. Items for discussion may

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be submitted in writing to the Human Resources Department. The JLM has no authority to alter this MOU.

M. Reimbursable Long Term Paid Release Time - Pursuant to the provisions of SB 1085 - Government Code section 3558.8, the District will grant an employee, with prior department approval and upon written request of SEIU, a reasonable leave of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or officers of SEIU. Leave may be granted on a full-time, part-time, periodic, or intermittent basis under the following procedures:

1. The Union officer or steward will submit a written request to the District's Human Resources Department at least fifteen (15) business days in advance of the requested leave. The request must include dates, duration, requested employee name and classification.
2. No more than one (1) unit member will be on leave at the same time, the employee must have a minimum overall satisfactory evaluation rating for the most recent evaluation period, and the employee cannot be in any probationary status or administrative leave. For any employee going on leave, who is on medical leave, SEIU will ensure compliance with all medical restrictions.
3. SEIU will reimburse the District for all benefits and compensation paid to, earned, and realized by the employee on leave, including but not limited to all wages and benefits, including reasonable District administrative fees of \$2.50 per employee on leave per pay period. Upon written notice from the District, SEIU agrees to reopen this section of the MOU and meet within thirty (30) days of notice regarding administrative fees.
4. Reimbursement by SEIU will occur within thirty (30) days of the District's billing to SEIU.
5. The leave of absence will be approved only if it does not interfere with the performance of District services and department operations, as determined by the District.
6. At the conclusion or termination of the leave granted under this section, the officer or steward will have a right to reinstatement to the same position and location they held prior to such leave.
7. The District is not be liable for any act, omission or injury suffered by any employee of the District if that act, omission, or injury occurs during the course and scope of the employee's leave under this section to work for SEIU. To the extent that the District is held liable for any such act, omission, or injury, SEIU will indemnify and hold harmless the District.

ARTICLE 3 MANAGEMENT RIGHTS

All District rights and functions, except those that are expressly abridged or modified by this agreement, remain vested with the District. Nothing in this agreement restricts any legal or inherent exclusive District right with respect to matters or general legislative or managerial policy, which include but are not limited to:

- A. To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.

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- B. To manage all facilities and operations of the District including the methods, means and personnel by which the District operations are to be conducted.
- C. To assign work and require overtime when District needs require such action.
- D. To direct the work force, including the right to hire, assign, promote, demote, or transfer an employee.
- E. To determine the location of all work assignments and facilities.
- F. To determine the layout and the machinery, equipment, or materials to be used.
- G. To determine processes, techniques, methods and means of all operations, including changes, allocation, or adjustments of any machinery or equipment.
- H. To determine the size and composition of the work force.
- I. To determine the policies and procedures affecting the selection or training of employees.
- J. To establish, assess, and implement employee performance standards, including, but not limited to, quality and quantity standards, the assessment of employee performances, and the procedures for said assessment.
- K. To control and determine the use and location of District employees, property, material, machinery, or equipment.
- L. To determine and enforce safety, health, and property protection measures.
- M. To transfer work from one job site to another or from one location or unit to another.
- N. To introduce new, improved, or different methods of operations or to change existing methods.
- O. To lay off employees from duty for lack of work, lack of funds, or any other legitimate reason.
- P. To reprimand, suspend, discharge, or otherwise discipline employees.
- Q. To discharge probationary employees without right of appeal.
- R. To establish or eliminate job classifications and allocate District positions to such classifications.
- S. To promulgate, modify, and enforce work and safety rules and regulations.
- T. To take such other and further action as may be necessary to organize and operate the District in the most efficient and economical manner and in the best interest of the public it serves.
- U. To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities, unless otherwise prohibited herein and in accordance with Article 2.
- V. Make reasonable rules and regulations/
- W. Take all necessary actions to prepare for and carry out its mission in emergencies.

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ARTICLE 4 NO STRIKE/NO LOCKOUT

- A. No Strike - The Union agrees that there will be no strike, work stoppage, work slowdown, or other refusal or failure by employees of the District to fully and faithfully perform their job functions and responsibilities. Nor will there be any other interference of a similar or related nature with the operation of the District by the Union, or by its officers, agents, or members during the term of this MOU, including Union compliance with the request of another employee organization to engage in such activity.
- B. No Lockout - The District agrees that it will not lockout employees during the term of this agreement as a preemptive labor tactic.

ARTICLE 5 HOURS OF WORK

- A. Work Week - The work week will consist of forty (40) hours within seven (7) consecutive days designated by the District for FLSA purposes. The forty (40) hour work week will include all time in paid status. The District's workweek begins at 12:01 a.m. on Monday and ends at 12:00 a.m. on Sunday. Unless an employee is on an approved alternative work schedule or flexible hours schedule.
- B. Work Day - The District's workday is a twenty-four hour period beginning at 12:01 a.m.
- C. Normal Hours - The normal workday is eight (8) hours long, exclusive of an unpaid lunch period. Work hours for field employees will be 7:00 a.m. – 3:30 p.m., or an alternate schedule approved by the General Manager and the department head. Work hours for employees working in the District headquarters will vary depending on the operational needs of the department and required availability to the public.
- D. Flexible Schedule - Flex schedules may be evaluated on a case-by-case basis, provided they meet the needs of the District, subject to the written approval of the General Manager and department head.
- E. Lunch and Rest Periods - Employees are entitled to a half hour unpaid lunch period. In addition, employees are entitled to two (2) paid fifteen (15) minute rest periods. Employees may combine their two (2) fifteen minutes paid rest periods into a thirty (30) minute paid break with their unpaid lunch period.
- F. Long Shift Rest Periods - Employees will be guaranteed a minimum of eight (8) hours off duty when they get off after midnight, or after performing sixteen (16) consecutive hours of work. Any portion of this designated rest, which would be normally scheduled work time, will be paid at the employee's regular rate of pay. Exceptions may be made by the District in emergency situations or unusual circumstances.

When an employee is called back after midnight, the employee will not be guaranteed a rest period. Upon request of the employee, and approval of the supervisor or department head, the employee will: a) accrue hours worked toward their normal hours; or b) the employee completes their normal

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shift and the hours will be paid at the applicable rate. In no case will the employee be directed to work more than sixteen (16) consecutive hours.

G. Reporting Site - Employees will be assigned a reporting site to start their work day. An employee's reporting site may be changed from time to time by the District. When an employee is temporarily (up to 120 days) assigned to a reporting site other than their normal reporting site, the District will provide the employee transportation or mileage reimbursement per current District Policy for use of a personal vehicle. Transportation for temporary assignments requires the written approval of the General Manager. In the event that the time of travel from the normal reporting site to the temporary reporting site is of longer duration than to the employee's normal reporting site, the additional time will be paid time. The reporting site will be documented through an Employee Action Form signed by the department head and General Manager. Logistics of the changes will be worked out by the department head and the employee.

H. On-Call Assignments

1. An "on-call assignment" is defined as a seven (7) day period beginning at 7:00 a.m. on Friday and concluding at 6:59 a.m. on the following Friday. On-call days are defined as 7:00 a.m. to 6:59 a.m. the following day.
2. The scheduling of employees for on-call periods is conducted at the end of each calendar year for the upcoming calendar year. Assignment to one or more on-call periods may be requested by employees, who will then be assigned by seniority. That is, when more than one employee requests an on-call period, the most senior will have the assignment.
3. Involuntary assignment of on-call periods will be by inverse seniority on a rotational basis. That is, such on-call periods will be assigned first to the least senior employees, and then to more senior employees in order of seniority. Assignment by inverse seniority will be repeated through the rotation until all assignments are filled for a calendar year.
4. The on-call schedule, prepared by the department head, includes all employees except those employees who have not been trained and approved to serve on-call duty.
5. Employees may exchange or substitute a scheduled on-call assignment with another qualified employee upon twenty-four (24) hours advance notice to the department head.
6. Employees will receive compensation as follows: \$50 on a weekday and \$75 on Saturday, Sunday, or a holiday.
7. On-call duty is defined as that circumstance which requires the employee so assigned to:
 - i. Keep a log of calls received, disposition, times and any pertinent information to be delivered to the department head by the following work day; and
 - ii. Refrain from activities which might impair performance of his/her assigned duties upon call
8. When an employee is assigned to an on-call period, they will be provided a District vehicle, radio, pager, or other necessary equipment as determined by the department head, to receive and respond to notifications in the event of an emergency work need. The radio, pager, etc. will be kept in the on-call employee's possession during the entire on-call period

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of that assignment. Notification of an emergency work assignment may also be given in person or by telephone, by any responsible supervising employee.

9. When an employee is on-call, the employee may use their time as desired but must remain within thirty-five (35) minutes of a District facility, be within functional pager range, and be no more than fifteen (15) minutes from a telephone or on-call vehicle. All exceptions must be pre-approved, in writing, by the department head.
10. Employees on-call who are required to perform District work as verified by log entries without returning to District facilities will turn in such time as time worked in increments of fifteen (15) minutes for compensation at the overtime rate. To the extent that any work of seven (7) minutes or less is worked, such time is non-compensable.

I. Standby Assignments

1. A standby assignment is when the District designates an employee to be available on a day-to-day basis outside of working hours based on immediate District operational needs or other emergency situations.
2. The same terms and conditions noted above in Section H, Subsections 7-10 apply to employees placed on a standby assignment.
3. Employees placed on a standby assignment are compensated at the rate of \$100 per day for such assignment.

J. Callback Assignments

A "Callback Assignment" occurs when an employee returns to work outside of normal work hours. An employee called back will be paid for a minimum of two (2) hours at the overtime rate for each callback event. A callback includes all time from portal to portal.

ARTICLE 6 COMPENSATION

- A. Pay Periods - The District will establish the pay period length, paydays and starting and ending point of each.
- B. Salary Schedule - Employees will be paid according to the salary schedule shown in the attached appendix(es). The salary schedule will consist of five (5) steps with five percent (5.0%) between steps. Employees will automatically advance steps upon completion of twelve (12) months of service unless the employee received a below standards evaluation prior to their anniversary date.
- C. Equity Adjustments – The below classifications will receive equity adjustments as follows:

Collection Systems Workers Series - 2%
Construction Inspector Series - 2%
Construction Worker Series - 2%
Distribution Worker Series - 2%
Electrical/Instrumentation Technician Series - 2%
Mechanic Series - 4%

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SCADA Technician Series - 2%

Water/Wastewater Treatment Plant Operator Series - 2%

D. Salary Increases:

1. Effective July 1, 2021, all classifications will receive a four percent (4.0%) salary increase.
2. Effective July 1, 2022, all classifications will receive a two and a half percent (2.5%) salary increase.
3. Effective July 1, 2023, all classifications will receive a three percent (3.0%) salary increase.
4. Effective July 1, 2024, all classifications will receive a two and a half percent (2.5%) salary increase.
5. Effective July 1, 2025, all classifications will receive a two percent (2.0%) salary increase.

E. Compensation at Hiring – Upon hire employees will be paid at the first step of the salary schedule range for the classification to which the employees are appointed, unless the General Manager authorizes an appointment at an advanced step of the salary schedule.

F. Deferred Compensation – Effective July 1, 2022, the District will match dollar for dollar employee contributions to the District's deferred compensation plan up to an annual maximum of one thousand dollars (\$1,000).

G. Longevity pay - Employees will receive longevity pay as follows:

1. The completion of 15 years of continuous service will receive an additional two and a half percent (2.5%) of their base rate of pay.
2. The completion of 20 years of continuous service will receive an additional five percent (5.0%) of their base rate of pay.
3. The completion of 25 years of continuous service will receive an additional seven and a half percent (7.5%) of their base rate of pay.

Longevity pay is not cumulative.

H. Merit System - In the case of an employee who regularly exceeds the District's expectations, demonstrates exceptional performance, and consistently receives performance evaluations rated above a satisfactory rating, they may be eligible for a step increase in less than one (1) year and may be advanced more than one (1) step, but not more than three (3) steps on the wage schedule.

All step increases obtained through this manner must be approved by the department head and General Manager.

The date of the approved step increase due to the merit becomes the employee's new anniversary date that will dictate future increases and performance evaluations. An employee may only receive one (1) merit increase per fiscal year.

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- I. Probation due to Promotion or Transfer - Employees promoted to a position with a higher wage range will enter the range at either step 1 of the new range, or at the nearest step that results in a single step increase over the employee's prior rate of pay, whichever is greater. Bargaining Unit employees who are transferred or promoted to a new job classification will serve a six (6) month period of probation. If the transferred or promoted employee is unsuccessful on probation for other than disciplinary reasons, they will have the right to return to the job classification from which they were promoted or transferred.
- J. Out-of-Class Pay - Employees assigned to perform out-of-class work in writing by their department head will receive out-of-class pay in the amount of five percent (5%) of their base rate of pay for the duration of the assignment. The written assignment will specify the date and duration of the out-of-class duties assigned, and the out of class compensation will commence upon that date. After sixty (60) days in that assignment, the employee's wage will be adjusted to the same as if they had been promoted to the higher classification from their original pay status. Except in unusual circumstances, out of class assignments will be limited to one hundred twenty (120) days.

The District will report this special compensation per pay period for Classic members only, subject to CalPERS rules, regulations, and interpretations regarding special compensation. However, the District does not guarantee or warranty that CalPERS will include any payment in compensation earnable in the future.

K. Other Compensation Items

1. Boot Allowance and Winter Gear - The District will reimburse for replacement or repair for up to two (2) pairs of safety footwear that satisfy Cal/OSHA footwear standards as noted in 8 C.C.R. § 3385 in an amount not to exceed \$200.00 per fiscal year. Employees must submit proof of payment in order to obtain reimbursement. Any cost exceeding the amount specified herein will be the obligation of the employee.

The District will provide a reimbursement of up to \$200.00 every other fiscal year for Winter Gear. Winter Gear items such as gloves, jackets, rain gear, etc. to protect them from inclement weather. Employees must submit proof of payment to obtain reimbursement.

2. Approved Use of Personal Vehicle - When use of an employee's personal vehicle is approved and required to conduct District business, employees will be reimbursed per IRS guidelines and rate in effect at the time the travel occurred.
3. Training/Certifications - The District will pay or reimburse the costs of special training, review classes, exam fees, license and certification fees, and professional association dues as deemed necessary and pre-approved by the department head to increase employee skills and benefit District operations.
4. Class A and B Drivers Licenses - Employees required to obtain and renew a Class A driver's license or secure endorsements will have all related costs reimbursed or otherwise paid by the District, including physical examination.

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All Collections, Construction, and Distribution workers and at least one (1) Mechanic position will hold a valid California Class A license. The District will evaluate the number of Class A drivers on an annual basis in January, or as needed from time to time in order to determine the number of Class A drivers needed for District Operations, in addition to the positions mentioned above. Should the District identify the need of additional Class A drivers, the District will have the right to require the most suitable employee(s) to obtain the license.

5. Certificate Pay - Employees who are required to maintain a backhoe certificate will receive an additional two percent (2%) of their base rate of pay. Employees who are required to maintain a California Commercial Driver's License will receive an additional two percent (2%) of their base rate of pay.
6. Non-Supervisory Regulatory Permit Compliance Stipend - When a non-supervisory employee's certification is used by the District for the designation of Chief Operator for compliance permits filed with the State of California the employee will receive an additional two percent (2%) of their base rate of pay.

Under CalPERS California Code of Regulations (CCR Section 571 (a) and (b)) this compensation qualifies as special compensation under the category of Educational Pay. The District will report this special compensation to CalPERS per pay period, subject to CalPERS rules, regulations, and interpretations regarding special compensation. However, the District does not guarantee or warranty that CalPERS will include any payment in compensation earnable in the future.

ARTICLE 7 OVERTIME

- A. Overtime Pay - Employees who work in excess of their regularly scheduled work day or forty (40) hours per workweek will be compensated at one and one-half (1-1/2) times their regular rate of pay. Overtime must be approved by the employees immediate supervisor or the department head unless there is an emergency situation. Overtime may be taken in cash or in Compensatory Time Off (CTO) at the discretion of the employee.
- B. Double Time - Employees who work in excess of twelve (12) hours in a workday will have all hours after twelve (12) compensated at twice the employee's regular rate of pay. The employee must have authorization from their supervisor or department head before working in excess of twelve (12) hours. Double time may be taken in cash or in CTO at the discretion of the employee.
- C. Compensatory Time Off - Employees may accrue a maximum of sixty (60) hours of CTO. CTO will be scheduled with the approval of the Department Head. An employee may cash out CTO hours during the year in which it was earned, any remaining hours will be paid out in the final pay period of the calendar year.
- D. Flex Time - Rather than utilizing leaves, an employee may elect to make up time off due to appointments during the same work week with approval from the department head.
- E. Overtime Meals - A meal will be provided, or the employee reimbursed at the rate defined under the then current travel reimbursement policy, for the appropriate meal based on time of day. A

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receipt will be required. Eligibility will commence after four (4) hours of overtime work and continue every four (4) hours of work thereafter. During emergencies, the lead person will assess the situation and determine the needs of the crew with regard to scheduling meals.

The District will have MRE's (Meals Ready to Eat) available for employees to consume only when working overtime in excess of four (4) hours and food or restaurants are not readily available. If an employee chooses to consume an MRE, the employee will not be reimbursed for an overtime meal under this provision.

An overtime reimbursable meal is limited to any food product(s) and non-alcoholic beverage(s).

ARTICLE 8 PAID TIME OFF (PTO)

A. Paid Time Off (PTO) - Employees will accrue PTO bi-monthly as follows:

<u>Years of Service</u>	<u>Annual Days</u>	<u>Annual Hours</u>	<u>Bi-monthly accrual</u>
0-3	22	176	7.33
3-10	27	216	9.00
10 +	32	256	10.67

Years of service will be defined as current continuous service with the District. PTO leave may not be used to extend an employee's employment. Employees who have a PTO leave balance in excess of three hundred and eighty (380) hours on December 31, will have those hours cashed out during the last pay period of the year.

B. PTO Usage - PTO usage will be on a first accrued first used basis.

C. PTO Sell-Back - Employees may make an irrevocable decision during the month of November for the succeeding year to sell-back up to the total PTO hours earned between January 1 and August 31 of the following year. Payment for the PTO will be paid during the first full pay period in September. The employee must have a minimum of eighty (80) hours of PTO available after the sell-back occurs.

D. Retirement Notice Incentive - Employees who provide the District's Human Resources Department with a minimum of six (6) months' notice and take less than eighty (80) hours of PTO during their final six (6) months of employment, will receive a retirement notice bonus of \$1,000.

Employees who provide the District's Human Resources Department with a minimum of three (3) months' notice and take less than forty (40) hours of PTO during their final three (3) months of employment will receive a retirement notice bonus of \$500.

The incentive will be paid upon separation.

E. Use and Reporting - PTO is provided for use as vacation, sick and personal time off. Employees will be responsible for the accurate reporting of PTO taken and the nature of the cause for absence. While the District acknowledges that illness is not a scheduled event, all other uses of PTO will require authorization in writing by the department head a minimum of two (2) weeks in advance of the event. Exceptions may be made at the General Manager's discretion.

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In order to receive compensation while ill, the employee will notify their immediate supervisor prior to the employee's start time, or as soon thereafter as practical. The employee will maintain appropriate communication with the office during the period of illness. If possible, the employee will notify the office the day before returning to work. PTO for illness must be submitted for authorization within one (1) week of the employee's return to work. Normally, the General Manager may require a medical release from a licensed physician in the event an illness results in an unscheduled absence in excess of three (3) days, however in situations of suspected abuse, a medical release can be required after notice to the employee.

Employees may take their PTO time all at once or in one-quarter-hour increments.

- F. Unauthorized Use - No employee will be entitled to PTO while absent from work for the following reasons:
 - 1. Disability arising from a sickness or injury purposefully self-inflicted or caused by the employee's willful misconduct.
 - 2. Sickness or disability sustained while on unpaid leave of absence.
 - 3. Disciplinary suspension or leave without pay.

- G. PTO During Worker's Comp - If an employee has an injury or illness which entitles them to compensation payments from the District under the provisions of the Workers' Compensation Act, and if the employee, as a result of this injury or illness, is unable to perform the duties of their employment, the employee has the option of using accumulated PTO to receive pay in coordination with pay from Workers' Compensation payments. Notice needs to be given to the Human Resources Department to continue payment.

- H. Termination Pay Out - At termination of employment for any reason, the District will compensate the employee for all PTO earned, but not yet taken.

- I. PTO Use Prior to Unpaid Leave - The District will require an employee to use all available PTO for any scheduled or unscheduled absence prior to considering any application for unpaid leave except as allowed by state or federal law.

- J. Integration with Holidays - If a holiday falls on a workday during an employee's PTO, that day will be considered as a paid holiday and not PTO.

- K. Donation of PTO Hours - Donation of PTO hours is designed to allow employees to help other employees who, themselves or their immediate family, have a medical condition or bereavement which will require the employee to be on unpaid leave for a period of time. The procedure for donation of PTO is as follows:
 - 1. Upon receipt of a valid request for donations from an employee entitled to accumulate PTO, the General Manager will post a notice of the eligible employee's need for donations of leave on bulletin boards accessible to employees. Confidential medical information will not be included on this notice.
 - 2. All donations will be voluntary.

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3. Employees may donate up to sixteen (16) hours per month to each employee.
4. Donations must be made in whole hour increments.
5. All donations will be irrevocable.
6. Employees wishing to donate time must fill out a request form available from the HR Department stating donating employee's name, department, and the number of hours the employee wishes to donate. The form will also have the name and department of the eligible employee to whom the time is being donated. The request will be signed by the donating employee, authorizing the transfer of donated time.
7. Upon receipt of the request, Human Resources will confirm that the donating employee has accrued enough time to satisfy the donation obligation and will convert the donated time to the eligible employee's PTO balance on an hour for hour basis.
8. Donated time accumulation for any eligible employee cannot exceed twelve (12) weeks.

ARTICLE 9 ADDITIONAL LEAVES

- A. Bereavement Leave - The District will provide up to twenty-four (24) hours of paid bereavement leave upon the death of an employee's spouse, domestic partner, parents (including in-laws), sibling, child, grandchild or grandparent. Employees may use their available leave balances for additional time off or to attend to other death, bereavement, or funeral needs.
- B. Jury Duty – An employee summoned for jury duty, will immediately notify their immediate supervisor of each scheduled workday that they will not be reporting to work while serving as a juror. Employees summoned for jury duty will be compensated at their regular rate of pay while serving as a juror. The employee will reimburse the District for all jury duty fees received, less transportation and meal allowances.

ARTICLE 10 HOLIDAYS

- A. The District recognizes the following holidays as paid holidays:
 1. New Years Day
 2. Martin Luther King Jr. Birthday
 3. President's Day
 4. Memorial Day
 5. Juneteenth
 6. Independence Day
 7. Labor Day
 8. Veteran's Day
 9. Thanksgiving Day
 10. The day after Thanksgiving Day
 11. Christmas Eve Day
 12. Christmas Day

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An employee is eligible for holiday pay if they are in paid status on the work day before and the work day after the holiday.

- B. Employees will be provided an eight (8) hour personal holiday annually on January 1. The personal holiday must be taken during the year or it will be forfeited on December 31.
- C. Whenever a holiday falls on a Saturday the preceding Friday will be observed as the holiday. Whenever a holiday falls on a Sunday the following Monday will be observed as the holiday. Exceptions - When Christmas Day falls on Saturday, the preceding Thursday will be observed as the holiday. When Christmas Eve Day falls on a Sunday, the following Tuesday will be observed as the holiday.
- D. When an employee's regular day off falls on an observed holiday, the employee's holiday will be scheduled with their department head, to be taken within the pay period.
- E. The following three (3) holidays may be used as "floating holidays" which can be taken as a regularly scheduled holiday or substituted for an alternative day off within the calendar year with a minimum of two (2) weeks' notice and prior approval from their department head. If these holidays are not taken prior to December 31 each calendar year, they may be paid out: Martin Luther King Jr. Day, Presidents Day and Juneteenth.

ARTICLE 11 RETIREMENT

- A. The District contracts with California Public Employees Retirement System (CalPERS) for a retirement benefits as follows:
 - 1. For employees hired on or before July 30, 2012 – These employees will be provided a retirement benefit of 2.7% at age 55 formula with the one (1) year final average compensation period, as defined by CalPERS in government code section 20042. These employees will pay one hundred percent (100%) of their eight percent (8%) employee member contribution on a pre-tax basis.
 - 2. For employees hired on or after August 1, 2012 and employees hired on or after January 1, 2013 with reciprocity recognized under CalPERS – These employees will be provided a retirement benefit of 2% at age 60 formula with the three (3) year final average compensation period, as defined by CalPERS in government code section 20037. These employees will pay one hundred percent (100%) of their seven percent (7%) employee member contribution on a pre-tax basis.
 - 3. For employees hired on or after January 1, 2013 without reciprocity recognized under CalPERS – The employee will be provided a retirement benefit of 2% at age 62 formula with the three (3) year final average compensation period, as defined by CalPERS in government code section 20037. These employees will pay one half the total normal cost as determined annually by CalPERS on a pre-tax basis.
- B. Optional Benefits – All retirement plans have the following optional CalPERS retirement benefits:
 - 1. Social Security Coverage

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- 2. Sick Leave Service Credit
- 3. Standard Non-Industrial Disability
- 4. Pre-Retirement Death Benefit Optional Settlement 2
- 5. Post-Retirement Death Benefits \$600 Lump Sum
- 6. 2% retiree COLA

ARTICLE 12 HEALTH BENEFITS

A. Medical Insurance – The District contracts for employee, dependents, retirees and their dependents medical insurance benefit plans through CalPERS Public Employees Medical and Hospital Care Act (PEMHCA). Employees have the option of enrolling in any available plan.

The District will contribute up to the following amounts towards employee medical insurance coverage and cafeteria plan benefits:

Tier	Medical Benefit	Cafeteria Plan Benefit	Total Benefit
Employee only	Note 1	Note 2	Note 3
Employee plus one	Note 1	Note 2	Note 4
Employee plus family	Note 1	Note 2	Note 5

Note 1: The Medical Benefit will be equal to the minimum established annually by CalPERS.

Note 2: Cafeteria Plan Benefit will be equal to the difference between the Medical Benefit and the Total Benefit.

Note 3: The total benefit will be equal to the 100% of the Region 1 CalPERS Choice health plan and 100% of the dental premium.

Note 4: The total benefit will be equal to 92.5% of the Region 1 CalPERS Choice health plan and 92.5% of the dental premium.

Note 5: The total benefit will be equal to 90.8% of the Region 1 CalPERS Choice health plan and 90% of the dental premium.

- B. Medical-in-lieu – Employees who provide proof of coverage under a qualified medical plan may decline to accept medical coverage and receive medical-in-lieu. Employees hired before July 1, 2021, will receive \$500 per month. Employees hired after June 30, 2021, will receive a \$250 monthly contribution to their ICMA VantageCare account.
- C. Dental Insurance – The District will maintain a dental plan. Employees and their dependents must enroll in the dental plan.
- D. Vision Insurance – The District will provide employees and their families with vision insurance.
- E. Life Insurance – The District will provide employees with a life insurance policy equal to two and a half times their annual salary up to \$250,000.

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- F. Disability Insurance – The District will provide employees with short- and long-term disability insurance in lieu of the employees purchasing California State Disability Insurance.
- G. Retiree Medical – Employees hired prior to the rescission of the vesting schedule, who did not opt out of 22893, will receive a retiree medical benefit equal to 22893, minus the minimum equal contribution as established annually by CalPERS. This vested retiree health benefit right is promised to current retirees and future retirees who qualify under this section when they retire even beyond the term of this MOU.
- H. Retiree Medical Buyout – Employees hired prior to the rescission of the vesting schedule, may make a one-time irrevocable election to accept a buyout of their retiree medical. The election period will be for thirty (30) days following the rescission of the vesting schedule, the decision will be final and binding. Employees who accept the buyouts will have the buyout placed into their VantageCare account on January 1, 2022. The buyouts will be calculated as follows:
- Employees with less than ten (10) years of CalPERS service will receive \$4,000 per year of CalPERS service.
 - Employees with a minimum of ten (10) years of CalPERS service will receive \$8,000 per year of CalPERS service with a maximum buyout of \$168,000.
 - Buyouts will be paid to the nearest tenth of a year of service as of the pay period directly following the rescission of the vesting schedule.

If allowable the District may use the PARS account to fund the buyouts in a lump sum payment, alternatively the District will make payments annually on January 1 of at least \$500,000 divided evenly among all District employees with a remaining balance due. Management retains sole discretion whether to increase the annual payment amount. Any employee who separates from the District with a balance due will receive the remaining amount upon separation.

- I. ICMA VantageCare – The District will provide employees a VantageCare retiree health savings account with ICMA. Employees may withdraw from the plan upon separation from District employment per the requirements of the plan. The District will pay the accounting fee as charged by the plan. The Union may set or adjust the employee contribution amount annually by November 15, to be effective the first pay period in January of the following year. The District will make contributions as follows:
- For employees hired before the rescission of the vesting schedule, and who are covered by 22893 the District will contribute fifteen dollars (\$15) per pay period into their VantageCare Account.
 - For employees hired before the rescission of the vesting schedule, and who are not covered by 22893 the District will contribute sixty-five dollars (\$65) per pay period into their VantageCare Account.
 - For employees hired after the rescission of the vesting schedule, the District will contribute forty dollars (\$40) per pay period into their VantageCare Account.

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ARTICLE 13 UNIFORMS AND PROTECTIVE CLOTHING

- A. Uniforms - For public identification, it is mandatory that District clothing (shirts) be worn at all times by field employees while performing District work. The District will provide shirts and hats to all field employees and overalls and jackets to designated employees. All garments will have the District name or logo. Long, durable pants and appropriate footwear will be worn at all times as well.

Costs - The cost of uniforms and/or protective clothing that employees are required to wear will be borne by the District.

Under CalPERS California Code of Regulations (CCR Section 571 (a) and (b)) the purchase, rental and maintenance services of the District required uniform (shirts) qualifies as special compensation under the category of Uniform Allowance, subject to CalPERS rules, regulations, and interpretations regarding special compensation. However, the District does not guarantee or warranty that CalPERS will include any payment in compensation earnable in the future.

For providing and maintaining the employee's required uniform the District will report a set monetary value not to exceed \$300 per year per employee to CalPERS. The set uniform monetary value amount reported to CalPERS will derive from the current uniform distributor contract/quote using the average cost of all types of shirts available to each field employee. The value reported to CalPERS will be the same for each field employee and be based off:

- 5 (five) rented and laundered shirts per week reported per pay period, not to exceed \$225 per year per employee.
- 6 (six) purchased t-shirts per year reported once a year on the pay period after the shirts are received, not to exceed \$75 per year per employee.

Please Note: the reporting of the purchase, rental and maintenance of uniforms is for classic members only as defined by CalPERS.

ARTICLE 14 SAFETY COMMITTEE

The District has a safety program for employees. The District will allow a minimum of two (2) Union representatives to serve on a joint District and Employee Organization Safety Committee. The Union agrees to cooperate in carrying out such job safety programs, practices, and procedures as may be promulgated by the District or required by federal or state law, rule, regulation, or order.

ARTICLE 15 TRAVEL COST REIMBURSEMENT

The parties will adhere to the Personnel Policy regarding travel expenses.

ARTICLE 16 USE OF DISTRICT AND PERSONAL VEHICLES

The parties will adhere to the Personnel Policy regarding the use of vehicles.

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ARTICLE 17 SUBSTANCE ABUSE POLICY

The parties will adhere to the Personnel Policy regarding substance abuse.

ARTICLE 18 PERFORMANCE EVALUATIONS

The parties will adhere to the Personnel Policy regarding performance evaluations.

ARTICLE 19 GRIEVANCE PROCEDURES

A. Definitions

Grievance - A timely-filed claim by a Grievant that a specific provision of this memorandum of understanding has been violated by the District which violation adversely affects the Grievant.

Grievant - An employee who has been directly and adversely affected by the claimed violation.

B. Procedure for Resolution of Grievances

Step 1 - If an employee believes they have a grievance, the employee will submit in writing a grievance to their department head but no later than seven (7) days from the time the employee became aware or should have known of the circumstances forming the basis for the grievance. The supervisor will have seven (7) days to respond in writing to the grievant.

Step 2 - If the Step 1 response does not resolve the grievance, the employee or Union may forward the grievance, in written form, within fourteen (14) days of the Step 1 written response to the General Manager for consideration at Step 2. The grievance form will include:

- a) The name of the grievant
- b) The basis for the grievance
- c) The specific Article(s) and Section(s) claimed to have been violated
- d) The date the violation occurred
- e) The remedy requested
- f) The name of the representative and
- g) Date and signature of the Grievant.

Within fourteen (14) days of receipt of the written grievance, the General Manager will meet with the grievant and the designated representative to try to resolve the dispute. The General Manager will issue a written response to the grievance within fourteen (14) days of the Step 2 meeting. By mutual agreement of the parties, the time periods set forth herein may be extended.

Step 3 - Mediation: If the grievance is not resolved in Step 2, the Union may, within fourteen (14) days of receipt of the General Manager's response, submit the grievance for mediation. The parties will then request a mediator from the State Mediation and Conciliation Service to hear the case. The mediator will hear the case and help the parties to resolve the grievance at this level. The goal is to resolve any grievances without going to arbitration.

Step 4 - Binding Arbitration: If mediation does not resolve the grievance, the Union may, within fifteen (15) days of mediation, submit the grievance for arbitration. Within fifteen (15) days of the

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request for arbitration the District will request a list of seven (7) arbitrators from the State Mediation and Conciliation Service. The parties will select an arbitrator to hear the grievance within fifteen (15) days of receiving the list. The parties will utilize the "alternative strike method" and will flip a coin to determine who strikes first. The arbitrator will hear the case and issue a ruling which will be final and binding upon the parties.

The arbitrator will have no authority to add to, modify, expand upon, ignore or alter the language of this memorandum of understanding. The arbitrator will issue a decision within thirty (30) days after receipt of the transcript of the arbitration hearing and any written briefs the parties choose to submit. The costs of the arbitration, including the arbitrator and reporter fees, will be borne equally by the parties.

- C. Employee's Right to Representation - Employees have the right to Union representation at all levels of the grievance procedure. The parties agree to exercise their best efforts to arrange grievance meetings and arbitration which accommodate the schedules of all participants.

ARTICLE 20 DISCIPLINARY ACTIONS

- A. Progressive Discipline - The principles of progressive discipline will prevail. The steps in the progressive disciplinary process include:
1. Oral Warning
 2. Written Warning
 3. Suspension Without Pay – up to one work shift
 4. Suspension Without Pay – more than one work shift
 5. Demotion
 6. Termination of Employment

The District may enter the disciplinary process at the appropriate level based upon the severity of the alleged offense.

- B. Minor Discipline - Oral and written warnings are considered to be minor discipline that is educational rather than punitive in nature and may be appealed.

The employee or Union may appeal, in written form, within fourteen (14) days of receipt of the proposed disciplinary action to the General Manager. The appeal request must include:

1. The name of the employee
2. The basis for the appeal
3. The name of a designated representative (Shop Steward) assigned to assist the employee in the appeal and
4. Date and signature of the employee.

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Within fourteen (14) days of receipt of the written appeal, the General Manager will meet with the employee and the designated representative, unless the parties mutually agree to waive the meeting. The General Manager will issue a written decision within fourteen (14) days of the meeting. The General Manager's decision will be final and binding.

- C. Intermediate Discipline - A suspension without pay for one (1) workday or less is considered an intermediate disciplinary action and may be appealed.

The employee or Union may appeal, in written form, within fourteen (14) days of receipt of the proposed disciplinary action to the General Manager, The appeal request must include:

1. The name of the employee
2. The basis for the appeal
3. The name of a designated representative (Shop Steward) assigned to assist the employee in the appeal; and
4. Date and signature of the employee.

Within fourteen (14) days of receipt of the written appeal, the General Manager will meet with the employee and the designated representative. The General Manager will issue a written decision within fourteen (14) days of the meeting.

If the employee is not satisfied with the General Manager's decision, the employee may appeal to the Board of Directors within fourteen (14) days of the General Manager's decision.

The hearing with the Board of Directors will be scheduled at a regularly scheduled Board meeting within thirty (30) days of receiving the notice of appeal. The hearing will be conducted in closed session (unless the request specifically requests otherwise) and will be limited to a maximum of one (1) hour presentation of the facts and argument by the District and a maximum of one (1) hour presentation of the facts and argument by the Employee. The Board of Directors will issue its decision in writing within thirty (30) days from the date of the hearing. The decision of the Board Directors will be final and binding.

- D. Retention of Disciplinary Actions - Oral and written warnings may only be used for progressive discipline and promotional purposes for a period of two (2) years if there is no reoccurring discipline. Intermediate discipline may only be used for progressive discipline and promotional purposes for a period of five (5) years if there is no reoccurring discipline. All discipline will remain in the employee's personal file.

- E. Procedure for Imposing and Appealing Severe Disciplinary Actions - Severe Disciplinary Actions may be appealed as follows:

1. Notice of Proposed Action - Before taking action to discharge, demote, or suspend for more than one (1) workday a non-probationary unit employee without pay, the General Manager will serve on the employee, either personally or by certified mail, the Notice of Proposed Action, which will contain the following:
 - a. A Notice of Proposed Disciplinary Action

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- b. A notice of the allegations, including the acts of omissions and grounds upon which the action is based
- c. A statement that the employee may review and request copies of materials upon which the proposed action is based.
2. Skelly Hearing - An employee may appeal their Notice of Proposed Disciplinary Action to the General Manager in writing within ten (10) days. The General Manager will schedule a skelly hearing with the employee.
3. Action - The General Manager may order the discipline of the employee. The notice of action will include the following:
 - a. Be in writing
 - b. State specifically the causes for the action
 - c. State the effective date of such action and
 - d. Be served on the employee either personally or by certified mail.
4. Appeal - An employee may appeal discipline under this section to binding arbitration. The decision of the arbitrator will be final and binding.

ARTICLE 21 LAYOFFS/REHIRE AND BUMPING RIGHTS

Layoffs will be based on seniority. Seniority is defined as consecutive employment with the District.

- A. Displacement Procedures - An employee who is laid off may displace another Bargaining Unit employee based on seniority within the District provided the employee has previously held regular status in the position. If a regular part-time employee makes such a displacement to a regular full-time position, such part-time employee must work the hours assigned to the full-time position. Non-Bargaining Unit employees cannot displace Bargaining Unit members.
- B. Re-employment Procedures - The names of employees who are either laid off or continue employment in a lower position will be placed on a reemployment list giving the position held at the time of layoff. The reemployment list will be maintained for a period of two (2) years from the date of placement on the list. When a vacancy occurs in a position for which a reemployment list exists, persons last laid off will be offered the vacant positions, provided they possess the minimum qualifications for the position. The person offered the position has seven (7) days from the date of acknowledgment of recall notice to notify the District of their interest in the position. If they decline the opportunity or do not notify the District within that time frame, their name will be removed from the list, and the District may offer the position to the next person on the list, or hire from the public if no qualified person is on the list.

ARTICLE 22 POSTING AND FILLING OF VACANCIES, PROMOTIONS

The District will post all Bargaining Unit positions internally for seven (7) days before being advertised externally.

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ARTICLE 23 FULL UNDERSTANDING, MODIFICATION AND WAIVER

- A. Full Understanding - It is intended that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or agreement by the parties, whether formal or informal, written or unwritten, regarding such matters are hereby superseded or terminated in their entirety.
- B. No Interim Bargaining - It is agreed and understood that during the negotiations which culminated in this MOU each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counterproposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at and after the exercise of that right are set forth in this MOU. The parties agree, therefore, that the other will not be required to negotiate with respect to any subject or matter, whether referred to or not in this MOU.
- C. Modification - Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this MOU will not be binding on the parties unless made and signed in writing by all of the parties to this MOU, and if required, approved and implemented by the General Manager and/or the District's Board of Directors.
- D. Waiver - The waiver of any breach, term, or condition of this Agreement by either party will not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 24 SEVERABILITY

If, during the term of this MOU, there exists any applicable law, rule, regulation or order issued by governmental authority other than the District which will render invalid or restrain compliance with, or enforcement of, any provisions of this MOU, such provision will be immediately suspended and be of no effect hereunder so long as such law, rule, regulation or order will remain in effect. Such invalidation of a provision of this MOU will not invalidate any remaining provisions, which will continue in full force and effect.

In the event of such severance of a provision of this MOU, the District and the Union will, within thirty (30) days of a request by either party, recommence meeting and negotiation upon a replacement, if any, for such severed provision.

ARTICLE 25 TERM OF MOU

The term of this MOU will commence at 12:01 am on July 1, 2021 and will be in full force and effect through 12:00 am (midnight) of June 30, 2026.

