

MEMORANDUM OF UNDERSTANDING

between

CASITAS MUNICIPAL WATER DISTRICT

and

*SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721
REPRESENTING SUPERVISORY & PROFESSIONAL UNIT EMPLOYEES*

December 16, 2021 to June 30, 2025

TABLE OF CONTENTS

Contents

ARTICLE 1 RECOGNITION 3

ARTICLE 2 DISTRICT RIGHTS3

ARTICLE 3 EMPLOYEE RIGHTS3

ARTICLE 4 UNION DUES, DEDUCTIONS, AND INDEMNIFICATION..... 4

ARTICLE 5 FULL UNDERSTANDING, MODIFICATION, WAIVER5

ARTICLE 6 NEW EMPLOYEE ORIENTATION6

ARTICLE 7 SALARY6

ARTICLE 8 LONGEVITY7

ARTICLE 9 OVERTIME8

ARTICLE 10 STANDBY TIME8

ARTICLE 11 EMERGENCY CALL-OUT.....8

ARTICLE 12 WORK HOURS 9

ARTICLE 13 REST BREAKS.....10

ARTICLE 14 MEAL ALLOWANCE..... 10

ARTICLE 15 HEALTH AND WELFARE 11

ARTICLE 16 LIFE INSURANCE..... 13

ARTICLE 17 RETIREMENT..... 13

ARTICLE 18 STATE DISABILITY INSURANCE (SDI)..... 14

ARTICLE 19 VACATION.....14

ARTICLE 20 SICK LEAVE15

ARTICLE 21 CATASTROPHIC SICK LEAVE DONATION 16

ARTICLE 22 BEREAVEMENT LEAVE.....18

ARTICLE 23 JURY DUTY18

ARTICLE 24 HOLIDAYS19

ARTICLE 25 SAFETY EQUIPMENT.....19

ARTICLE 26 LAYOFFS20

ARTICLE 27 DISCIPLINE20

ARTICLE 28 PEACEFUL PERFORMANCE OF DISTRICT SERVICES..... 21

ARTICLE 29 GRIEVANCE PROCEDURE..... 21

ARTICLE 30 TERM..... 22

ARTICLE 31 RENEGOTIATIONS22

ARTICLE 32 SAVINGS CLAUSE.....22

ARTICLE 1 RECOGNITION

“Casitas Municipal Water District (“District”) continues to formally recognize SEIU Local 721 (“Union”) as the sole and exclusive representative of District employees in the Supervisory & Professional Unit (“Unit”).”

The term "employee(s)" as used herein shall refer only to employees employed by the District in said Unit as listed in Appendix A to this Memorandum of Understanding (“MOU”).

ARTICLE 2 DISTRICT RIGHTS

The exclusive rights of the District include, but are not limited to, the exclusive right to determine the mission of its constituent departments and Board of Directors; determine merits, necessity, and level of any activity or service; determine the procedures and standards of selection for employment or promotion; directs its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate and/or lawful reasons; maintain the efficiency of governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; subcontract work; maintain the efficiency of governmental operations; set standards of service and exercise complete control and discretion over its organization and the technology of performing its work. Nothing shall be construed to restrict any legal or inherent exclusive District rights with respect to matters of general legislative or managerial policy with respect to the above rights. Sub-contract work has been undertaken by the District in the past. The District will not lay off existing employees in the present or the future due to sub- contracts. Provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from conferring or raising grievances over the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

ARTICLE 3 EMPLOYEE RIGHTS

Employees of the District shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment. Employees of the District also shall have the right to refuse to join or participate in the activities of employee organizations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the District or by any employee organization because of their exercise of these rights.

*ARTICLE 4 UNION DUES, DEDUCTIONS, AND
INDEMNIFICATION*

- A. Membership within and/or payment of any dues or fees to Union shall not be a condition of employment with the District. No individual employee shall be compelled to pay a service fee, agency fee, or any other assessment or payment in lieu of joining the union.
- B. Union has requested in writing that the District deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by Union such as the Committee on Political Education (“COPE”), from the wages, and salaries of members of Union Local 721. Union hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the District unless a dispute arises about the existence or terms of the authorization.
- C. Each pay period, the District shall send to the Union a list of all employees in the Unit including: each employee’s first name, middle initial, last name, identification number, hire date, job classification, employment status (ex: full time, part time, hourly, seasonal, etc.), annual base salary amount, base salary earned per pay period, hourly rate, salary step (if applicable), and total hours worked in the pay period. This shall be sent in Excel format to dues@seiu721.org within five (5) business days of each payday absent extenuating circumstances.
- D. Each pay period, the Union shall provide the employer with an “authorized deduction report” which includes Unit members who have authorized the deduction of Union dues, COPE and other deductions and the deduction amounts. The District shall make the dues and other applicable deductions from the employee’s paychecks and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within five (5) business days of each payday absent extenuating circumstances. The District shall also provide the breakdown of each amount remitted (i.e. Dues, COPE, Supplementary Benefits, etc.) in Excel format to dues@seiu721.org within five (5) business days of each payday absent extenuating circumstances. Union shall provide at least one full pay period notice to the District to implement any changes to deductions for Unit employees. District shall notify Union of all promoted, demoted, reclassified, transferred, retired and/or separated from service employees who are/were represented under this MOU.
- E. The District agrees to provide Union with the name, identification number, job title, department, work location, and work telephone number of newly hired employees within thirty (30) days of the date of hire. The District also agrees to provide Union with name, job title, department, work location, work, home,

home and personal cellular telephone numbers, personal email addresses and home address of all bargaining unit employees at least every 120 days. Notwithstanding the foregoing, the District will not provide Union with home address or any phone number on file with the District of any employee performing law enforcement-related functions, and the District will not provide Union with any home address, home telephone number, personal cellular telephone number, or personal email address of any employee who has made a written request for non-disclosure of said information. Upon receipt of a written request for non-disclosure of employee information, the District will provide Union with a copy of that request.

- F. The Union shall indemnify, defend and hold the District, its officers and employees harmless against any and all claims, demands, suits, and from liabilities of any natures which may arise out of or by reason of any action taken or not taken by the District under the provisions of this Article. Any claims, demands, disputes, arising from the application or interpretation of this Article shall be filed with Union and shall not be subject to the District's grievance procedure.

ARTICLE 5 FULL UNDERSTANDING. MODIFICATION, WAIVER

- A.
 - 1. It is intended that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein.
 - 2. With respect to other matters within the scope of negotiations, negotiations may be required during the term of this MOU as provided in Section B of this Article.
- B.
 - 1. It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this MOU.
 - 2. It is recognized that during the term of this MOU it may be necessary for CMWD to make changes in rules or procedures affecting the employees in the Unit.
 - 3. CMWD shall notify Local 721 of any changes in rules or procedures impacting matters within the scope of negotiations and shall, at the written request of Local 721, negotiate about the impact of such changes.
- C. Nothing herein shall limit the authority of CMWD to make necessary changes required during emergencies. However, CMWD shall notify Local 721 of such changes as soon as practicable. Such emergency assignments shall not extend

beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

- D The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 6 NEW EMPLOYEE ORIENTATION

The District shall provide the Union written notice of new employee orientations (no matter how few participants, and whether in person or online) at least (10) business days, or as soon as reasonably practical, prior to the event. Union representatives shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory. No representative of management shall be present during the Union's presentation. Release time shall be granted to one (1) steward to participate in the Union's presentation of the new employee orientations. "New Hires" shall be defined to include any employee new to Union, including, but not limited to, through accretion or promotion/demotion. If the Union's designated representative(s) is unable to attend the new employee orientation the District shall provide the new hire with a packet of materials from the Union. The District shall also provide the new hire with the contact information of the Union representative responsible for follow-up with the new hire.

ARTICLE 7 SALARY

- A. Salary Increases
1. FY 2021-22: 3% COLA effective first full pay period after District Board approval of the tentative agreement or MOU, whichever is earlier;
 2. FY 2022-23: 3% COLA effective the first day of the pay period on or after July 1, 2022.
 3. FY 2023-24: 3% COLA effective the first day of the pay period on or after July 1, 2023; and
 4. FY 2024-25: 3% COLA effective the first day of the pay period on or after July 1, 2024.
- B. Salary Steps. The Salary Schedule shall contain five "Salary Steps" designated as "1", "2", "3", "4", and "5" for each of the positions in this bargaining unit. After the initial 6 month evaluation period has been completed in the entering step, the salary shall be advanced to the next higher step of approximately 5% and, thereafter, the salary shall be advanced to the next higher step of approximately 5% after one year of satisfactory service in each step provided the General Manager approves such advancement. Such advancement from salary step to salary step shall be effective on the same day of the month during which the

employee originally entered Casitas service. Within-range advancements are not automatic, but shall be based upon performance. The entrance salary for an employee will ordinarily be established at step "1" of the salary range of the position; however, the starting salary of an employee may be set at any step within the salary range of the position with the approval of the General Manager. The Salary schedule shall be adjusted periodically to adjust the steps to maintain a 5% differential.

ARTICLE 8 LONGEVITY

Any regular, full-time employee, upon completion of eight years of satisfactory, continuous service and each year thereafter in which one full year of satisfactory, continuous service is completed, shall, upon recommendation of their supervisor and with the approval of the General Manager, be entitled to a lump-sum longevity payment/year. Annual Lump-sum longevity payments shall be as follows:

<u>Yrs. of Continuous Full-time Service</u>	<u>Amount of Longevity Payment</u>	<u>Yrs. of Continuous Full-time Service</u>	<u>Amount of Longevity Payment</u>
8	400	20	1,000
9	450	21	1,050
10	500	22	1,100
11	550	23	1,150
12	600	24	1,200
13	650	25	1,250
14	700	26	1,300
15	750	27	1,350
16	800	28	1,400
17	850	29	1,450
18	900	30 or more	1,500
19	950	years	

Lump-sum longevity payments shall be considered a part of the salary schedule (PERSable).

Any regular, full-time employee who otherwise qualifies for longevity payments under this section and who is voluntarily separated from Casitas' services prior to the date upon which their next lump-sum longevity payment is due shall, upon the recommendation of the General Manager, with approval of the Board of Directors, receive a prorated lump-sum payment equivalent to the product of the number of days since payment of the preceding longevity payment times the amount of the next succeeding longevity payment divided by 365.

ARTICLE 9 OVERTIME

Overtime work is any of the following conditions:

1. Paid time in excess of eight hours in any one work day.
2. Work performed on a District Holiday.

The overtime rate will be compensated at time and one half and shall include longevity, shift differential and stand-by pay if applicable.

ARTICLE 10 STANDBY TIME

- A. Part of the duties of each employee may include being available for call-out. The period during which an employee is assigned, by their supervisor, to be available for such call-outs is designated as Standby Time.
- B. An employee on Standby Time must (1) be ready to respond immediately to a call for service, (2) be readily available at all hours by telephone or other agreed upon communication equipment, and (3) refrain from activities which might impair their assigned duties upon call. The parties agree that an employee shall make a reasonable effort to arrive at District headquarters within forty-five (45) minutes from receiving a call-out.
- C. Standby Time covers all of the hours daily, which are not part of the regularly scheduled workday for the facility or function to which the employee is assigned standby.
- D. Employees available for call-out while on Standby will be compensated at the rate of \$3.00 per hour for all hours except those hours compensated as work hours, vacation and sick leave.

ARTICLE 11 EMERGENCY CALL-OUT

- A. Emergency call-out is defined as unscheduled work required by management of

an employee who, following completion of the employee's workday or workweek and departure from the employee's work site, is ordered back to duty to perform necessary work.

- B. Employees who are called back shall receive a minimum of two (2) hours at time and one-half. All hours worked as part of a call-out shall be paid at time and one-half the employee's straight time rate.
- C. Work that immediately precedes or follows the regularly assigned duty-shift will be considered as an extension of the workday, and compensation will be at the regular rate unless the employee has worked 8 hours that day. A scheduled return to work with prior notice to the employee does not qualify as a call-out under this section.
- D. An employee who is required to work beyond their regular shift or is called out after going home and actually works for at least eight (8) hours as a result of such call out, shall be eligible for rest and recovery time. An eligible employee may request rest and recovery for up to four (4) hours paid at the straight time hourly rate for any regularly scheduled hours not worked as a result of the rest and recovery that day. Rest and recovery time shall be scheduled by both the employee and their supervisor.

At the employee's option, and with approval of supervisor, employees may elect to stay on the job and use rest and recovery at the end of the shift to complete the remainder of their regular work shift or combine vacation or sick leave time with the rest and recovery period in order to complete their regularly scheduled shift.

ARTICLE 12 WORK HOURS

The employee's regular work week shall be forty (40) hours, and normal work hours shall occur from 8:00am to 4:30pm Monday through Friday with a regularly scheduled ½ hour lunch period. A workweek consists of the consecutive 7-day period beginning at 00:01 hours on Sunday and ending at 24:00 hours on the following Saturday.

The parties recognize that the district has the authority to designate alternate work hours or schedules on a case by case basis. Alternate work hours or schedules may be approved for employees in those departments where it will not adversely impact operational requirements or customer service needs. Such schedule changes shall be authorized by the department manager and approved by the General Manager. In the event an employees' work schedule is changed, written notice will be provided at least ten (10) working days or fourteen (14) calendar days prior to the date the schedule becomes effective, unless a modified notice period is mutually agreed to.

Work schedules commencing prior to 5:30 a.m. or ending after 7:00 p.m. shall entitle the regular, full-time employee to receive extra compensation at the rate of 5 percent of base pay, for hours actually worked including sick leave usage during a shift.

ARTICLE 13 REST BREAKS

- A. Employees shall be allowed two (2) ten (10) minute rest breaks per eight (8) hour shift. One break must be during the hour following the second (2nd) hour of their shift and one (1) during the hour following the sixth (6) hour of their shift. However, in instances where emergencies occur or exist during any rest break interval, the District may alter the rest break as required by the severity of the emergency. Also, the District may alter the times of the rest break period when necessary to assure efficient operation and/or provide satisfactory customer service.
- B. Rest breaks are not to be combined with the half hour lunch break and are not intended to be used to shorten the work day.
- C. Rest breaks are to be taken at the job site location **when possible**. Employees are not permitted to use District transportation vehicles to travel to other areas for the rest period.

ARTICLE 14 MEAL ALLOWANCE

- A. Meal time during "regular working hours" or "regular tour of duty" is taken after the first 4 hours of work. Employee will furnish their own meal and will take time off to eat it.
- B. An employee on certain occasions of work will be provided a meal by Casitas or the reasonable price paid for a meal by an employee up to \$15.00 will be reimbursed by Casitas. In the event a meal is not provided or purchased, Casitas will reimburse the employee \$15.00 as a meal allowance in lieu of the meal. Meal time will be paid at Casitas' expense under certain working conditions.

- C. Casitas will provide or reimburse the employee for meals under the following work conditions:
 - a. Meal will be allowed if employee works two hours or more beyond regular work hours, and at four hour intervals thereafter.
 - b. If an employee is called back to work less than one hour after their regular work shift, employee shall be allowed a meal unless they are released from work not more than two hours after normal quitting time.
 - c. Meal will be allowed if an employee is required to perform work two hours or more before regular work hours and the work continues into the regular scheduled working hours. The regular practice relating to meal time during regular scheduled work hours shall prevail.
 - d. When an employee is called from home to perform work outside their regular working hours and they have been given at least three hours prior notice, employee shall observe the meal arrangements which prevail on the employee's regular tour of duty. However, if employee has not been given at least three hours prior notice, employee shall observe the same meal arrangement with the first meal being at Casitas' expense.

- D. Working conditions, length of work, etc., shall determine whether or not Casitas will pay the employee during the period of the meal. The following general rules will be used in making the determination:
 - a. Work must continue beyond the period in which meal was earned for employees to be paid for meal time (1/2 hour O.T.). However, employee will be paid a meal allowance of \$15.00.
 - b. When time is not made available, the meal and meal time have been earned, 1/2 hour will be added to the work period for each meal.
 - c. Available time to eat a meal is the determination of the supervisor. It is not a necessity for the employee to leave site of work if employee is otherwise completely free from their duties during the meal period.

- E. When reference is made to "four hour intervals," time is computed from the end of each meal period or from the beginning of work period upon call out.

ARTICLE 15 HEALTH AND WELFARE

- A. Effective January 1, 2022, 2023, 2024 and 2025 the District's maximum contribution to Health Insurance premiums, shall be the employee and all applicable dependent family coverage in ACWA/JPIA's Anthem California Care , HMO or Anthem Classic PPO or Kaiser plans.

- B. During the term of this agreement, the district shall pay up to and including the full premium for family Dental, family Vision, and employee Life Insurance.

- C. Unless there is a written agreement to do otherwise, the District's dollar contribution shall remain at the amount in effect in December, 2025.
- D. Retiree medical, dental and vision.
 - 1. Employees hired prior to 1993 shall be grandfathered with fully paid medical, dental and vision the same as currently retired employees.
 - a. Eligibility requires employee to be greater than age 50 and be eligible for PERS retirement from Casitas.
 - 2. Employees hired after 1993 shall receive the same district contribution as active employees towards health, dental and vision insurance premiums.
 - a. District's medical plan shall be secondary to Medicare for employees who qualify for Medicare.
 - b. Eligibility for retiree medical is age 60 with 20 years of service and eligibility for PERS retirement from Casitas.
 - 3. Employees hired after November 1, 2011 shall receive the district contribution towards employee only premiums for medical insurance at the least expensive of the ACWA California Care or Prudent Buyer Classic plans.
 - a. District's medical plan shall be secondary to Medicare for employees who qualify for Medicare.
 - b. Eligibility for retiree medical is age 60 with 20 years of service and eligible for PERS retirement from Casitas.
- E. A joint labor/management health care cost containment committee shall be created to review the current health insurance plan to determine if the plan design is the most efficient and economical for the benefits provided by the plan. Management shall consult with SEIU Local 721 on health insurance benefits except on those changes made by ACWA that are out of the control of the Union and Management. Such committee shall meet as needed for the purpose of discussing cost containment alternatives, and assisting in educational activities and shall meet at least once during the period when the District first receives any proposed premium rate changes and before open enrollment for the following calendar year.
- F. The parties agree that Casitas retains the exclusive right to make changes necessary to administer the health insurance plan, and SEIU Local 721 specifically waives any rights it may have to meet and confer with respect to the decision or impact of changes that are imposed on Casitas by ACWA. Such changes may include, but are not limited to Administrative decisions and

requirements that are made by ACWA such as the addition or deletion of plans, plan benefits, and/or increases or decreases in benefit rates.

ARTICLE 16 LIFE INSURANCE

The District will provide unit employees with a life insurance policy equal to two times their annual base salary with a \$200,000 maximum.

ARTICLE 17 RETIREMENT

- A. The District contracts with CalPERS to provide retirement benefits to employees in the unit. Employees, who are described as "classic employees" under the Public Employees' Retirement Law, receive the 2% at 60-benefit formula. For "classic employees" as defined by the Public Employees' Pension Reform Act of 2013, final compensation is the monthly average of the member's highest 12 consecutive months' of full time equivalent monthly pay (no matter which CalPERS employer paid this compensation). The benefit is affected by the member's age at retirement.
- B. Unit members hired on or after January 1, 2013 who are new "members" as defined in the Public Employees' Pension Reform Act of 2013 (PEPRA), are provided the following retirement benefits: 2% @ 62 benefit formula with a three year (36 month) final compensation period. Employees may designate the highest 36 month period. Employees will pay one-half of the total normal cost rate as determined by CalPERS.
- C. Effective on the first day of the pay period on or after January 1, 2017, "classic" CalPERS members shall pay three and one half percent (3.5%) of pensionable compensation towards the required employee contribution to CalPERS. The employee contribution, as determined by CalPERS is presently set at seven percent (7%) of pensionable compensation. The district shall pay the remaining three and one half percent (3.5%) of the required employee contribution and shall report to CalPERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions. Employees shall pay their share of the employee contribution by pre-tax payroll deduction pursuant to Section 414(h)(2) of the Internal Revenue Code.
- D. Effective on the first day of the pay period on or after January 1, 2018, "classic" CalPERS members shall pay an additional three and one half percent (3.5%) of pensionable compensation towards the required employee contribution to CalPERS, for a total of seven percent (7%) in employee contribution by pre-tax payroll deduction pursuant to Section 414(h)(2) of the Internal Revenue Code. Following this date, no portion of the employee contribution shall be paid by the district; since the classic employees will be paying the entire employee/ member contribution, the district will no longer report member contribution as compensation earnable to CalPERS pursuant to California Government Code section 20636(c)(4).

ARTICLE 18 STATE DISABILITY INSURANCE (SDI)

After the District's Board has approved the successor MOU, the parties agree that the District will re-enroll in SDI for all employees as soon as the Union confirms in writing

its members' approval of same and requests that the District re-enroll.

ARTICLE 19 VACATION

- A. Each employee, except temporary, hourly employees, shall be entitled to vacation for each calendar month of full-time service provided that regular, hourly employees shall earn proportionate vacation benefits based upon accumulated hours worked which are equivalent to one full month of regular, full-time service.
- B. Vacation time shall be accrued as follows:
 - (a) For the first two years of service, 12.67 hours shall be credited each month
 - (b) For the third and fourth year of service, 13.33 hours shall be credited each month
 - (c) For the fifth and sixth year of service, 14.00 hours shall be credited each month
 - (d) For the seventh and eighth year of service, 14.67 hours shall be credited each month
 - (e) For the ninth and each succeeding year of service, 15.33 hours shall be credited for each month
- B. Unused vacation credit shall be accumulated and carried forward from month to month. If at the end of any calendar year an employee's vacation account has an excess of 450 hours, the employee's vacation accrual will stop until the vacation balance is reduced below 450 hours.
- C. Employees who have taken 80 hours of vacation in a calendar year may redeem for cash up to 80 hours of unused vacation. In the event an employee has not taken 80 hours of vacation but wishes to redeem for cash up to 80 hours of unused vacation in the calendar year, the employee may do so by scheduling and taking sufficient vacation time so that the total vacation taken for the calendar year equals or exceeds 80 hours. The redemption for cash up to 80 hours may be paid one day in advance of the employee taking the scheduled vacation time.
- D. The time when vacations may be taken shall be approved in advance by the immediate Supervisor. Consideration shall be given to seniority, and other factors in establishing the vacation schedule.
- E. Upon termination of employment, employees who have attained regular status shall be entitled to cash payment in lieu of vacation for all unused vacation credit. Said cash payment shall be computed by multiplying the hourly rate by the number of hours of unused vacation credit.

ARTICLE 20 SICK LEAVE

- A. Each employee (except temporary hourly employees) shall be allowed eight (8) hours of sick leave with pay for each month of full-time service, provided that those employed in regular, hourly positions are entitled to proportionate sick leave credits based upon accumulated hours worked which are equivalent to one full month of regular, full-time service. A new regular, full-time employee shall receive their first eight hours of sick leave credit upon the last day of the month during which one full month of service is completed.
- B. Sick Leave Advance: Employees with more than one year's continuous service may, upon approval of the General Manager, receive an advance on prospective accumulation of sick leave credit of not to exceed 96 hours.
- C. Unused sick leave credit shall be accumulated and carried forward from month to month. Such accumulations may accrue to the sick leave account of the employee until a maximum permissible accumulation of 2,400 hours sick leave credit is reached. Thereafter, credits shall be made only to the extent necessary to restore, at the prescribed rate, a maximum credit of 2,400 hours.
- D. Any employee who is absent due to illness may be required to file a written statement showing the reason for absence. Should the absence due to illness or disability extend beyond three consecutive work days, the employee may be required to file a clearance statement from their physician. If an employee is required to be absent from work due to exposure to a contagious disease and has been under quarantine, a clearance statement from a physician shall be filed upon returning to work.
- E. Any employee absent from work on sick leave shall notify their supervisor on the first day of such leave and as often thereafter as directed by their supervisor. He shall also report such sick leave usage on forms prescribed by the General Manager upon returning to work.
- F. An employee may be absent on sick leave due to death, illness, or injury in the immediate family of that employee up to a maximum of five days; provided that in the case of illness or injury, a husband, wife, brother, sister of an employee must reside within the home or within the same place of residence of the employee. A parent, parent of a spouse, or child need not reside with employee.
- G. Any regular, full-time employee who has completed eight or more years of satisfactory continuous service and who is voluntarily separated from Casitas service shall, upon approval of the General Manager, be compensated for one-half of the then current number of hours of sick leave accumulated at their hourly rate then currently in effect.
- H. Doctor and Dentist Appointments: Employees shall provide the District with at least three (3) days advance notice of the necessity to be absent from work because of a medical/dental appointment. Should an emergency arise necessitating a

doctor's or dentist's visit on shorter notice, the District shall allow employees to take that time off. Consistent use of the emergency clause shall be considered a violation of this section.

- I. Should an employee's Sick Leave hours be exhausted due to a prolonged illness or injury, an employee's Vacation hours may be used to supplement their income during this absence.

ARTICLE 21 CATASTROPHIC SICK LEAVE DONATION

- A. Purpose: For the purposes of implementing this program, "Catastrophic Condition" shall mean any significant personal or family tragedy such as life-threatening illness or severe non-industrial injury of long duration which requires an employee to need personal time off beyond the amount of leave time he/she has accrued. SEIU unit employees may donate sick leave to another employee who has suffered a catastrophic condition; such donation of leave credit shall be on a voluntary basis. Maternity leave or elective surgery, absent significant unplanned complications preventing the employee's return to work, is not considered catastrophic.
- B. Definitions: For the purposes of implementing the Catastrophic Sick Leave Donation Program, the following definitions apply:
 1. "Personal tragedy" shall mean employees own life-threatening illness or severe nonindustrial injury of an extended period of time.
 2. "Family tragedy" shall mean life-threatening illness or unplanned medical emergency involving the employee's immediate family member, i.e., spouse, child or parent.
 3. "Child" shall mean a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing "in loco parentis" (who has parents' rights) who is either under the age of 18 or an adult dependent child.
 4. "Parent" shall mean biological, parent, stepparent, legal guardian or person having stood "in loco parentis" (who has parents' rights) to employee.
- C. Eligibility For Recipients: In order to be declared eligible to receive catastrophic sick leave, an employee must meet the following conditions:
 1. Has exhausted all their **sick and vacation** leave and is unable to return to duty due to the catastrophic illness or injury.
 2. The employee or employee's immediate family member must have sustained a life-threatening illness or severe non industrial injury.

3. The employee or their designee has provided medical justification as evidenced by a physician's statement as to the severity and protracted nature of the employee's condition.
4. In the case of the employee's immediate family member, the employee has provided medical justification as evidenced by physician's statement that the presence of the employee is necessary.
5. The donation is on an as needed basis and in no event shall the recipient employee receive more than 480 hours in any 12-month period. The purpose in establishing a donation cap is to limit the donations to a reasonable level rather than allow donations to exceed the need. Under no circumstances shall the total sum of compensation including disability payments, donated catastrophic leave, and so on exceed the employee's rate of pay prior to the catastrophe. If necessary the program shall be coordinated with the Family Medical Leave ACT (FMLA) and is not a replacement of FMLA.

D. Eligibility For Donors: In order for an employee to be eligible to donate sick leave for "Catastrophic Conditions", the following criteria must be met:

1. The hours of sick leave shall be voluntarily donated from unit members who have at least 300 hours of sick leave on the books and who will have no less than 200 hours of sick leave remaining following the donation.
2. The minimum contribution of sick leave shall be 8 hours.
3. A designated Catastrophic Leave Donation Form must be filled out and submitted in order to request a transfer of specified accrued sick leave time.

E. Policy and Procedures: The following policies and procedures will be used for the implementation of Catastrophic sick leave:

1. SEIU 721 will establish a Catastrophic Leave Committee comprised of three (3) unit representatives including a Chairperson whose purpose shall be to review and make decisions concerning requests for donation of accrued sick leave credits.
2. Unit employees requesting donated leave credit shall submit an appropriate leave request form to the Catastrophic Leave Committee and demonstrate eligibility per section C of this article. Verification of eligibility may include, but is not limited to the following; doctor statements, payroll verification of exhausted leave, and appropriate relationship verification (birth certificate, marriage certificates, etc.)
3. Upon review and approval from the Catastrophic Leave Committee, a notification will be made to unit members regarding the need of the recipient. Interested donors shall complete a Catastrophic Leave

Donation Form and submit to the Committee. The committee in turn will verify the donors' eligibility.

4. Completed Catastrophic Leave Donation Forms will be submitted to the district Human Resources department. The district shall verify that the donor has sufficient accrued leave time to make the donation, and then process the approved request to the recipients sick leave balance. The names of the individuals making donations and the number of hours donated shall be kept confidential.

F. Disclaimer:

1. Casitas shall not have any grievance filed against it with regard to this policy.
2. Casitas makes no representation or guarantees to either the donor or recipient with regard to the tax status of donations made pursuant to this program. Employees participating in this program, whether as a donor or as a recipient, are encouraged to consult with a tax advisor regarding potential State and/or Federal tax implications.
3. District tentatively agrees to continue trial period for duration of successor MOU only, at which expiration the Catastrophic Sick Leave Donation will automatically expire and will cease to exist. However, employees represented by SEIU 721 may resubmit this program for future consideration as a proposal in any next contract negotiations.

ARTICLE 22 BEREAVEMENT LEAVE

- A. When an employee is absent from duty because of a death of a member of their immediate family, such employee shall be entitled to three (3) working days leave of absence with pay. Immediate family shall be the father, mother, mother in law, father in law, step father, step mother, spouse or registered domestic partner, children, brother, sister, step-sibling, grandparent, or grandchild of the employee.
- A. An employee may take an additional two (2) days chargeable to accumulated sick or vacation leave.

ARTICLE 23 JURY DUTY

- A. A full-time, regular employee will be paid their regular salary for up to eighty (80) hours as a juror. Any employee seated on a jury panel that will last longer than eighty (80) hours, may use their Vacation hours to replace any lost wages and keep themselves whole until the completion of their duties as a juror.
- B. All attendance record from the courts on time spent on jury duty shall be submitted to the District's Payroll Clerk.

- C. If applicable, employees are required to pay Casitas an amount equal to the total compensation received from the County, State or Federal Governments with regards to the aforementioned eighty (80) hours. The employee shall retain any other compensation including mileage.

ARTICLE 24 HOLIDAYS

- A. Paid holidays shall be authorized only for regular, full-time employees. To be entitled to pay for such holidays, an employee must be entitled to pay for both the scheduled working days before and after such paid holidays.
- B. Regularly scheduled holidays include New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. In the event one of the above-named holidays falls on Saturday, the preceding Friday shall be considered as the holiday, and in the event one of the holidays falls on Sunday, the Monday following shall be considered as the holiday. Non-exempt employees who may be required to work on any of the above holidays shall receive compensation for such time at the overtime rate in addition to their holiday pay.
- C. In addition to the above holidays, all regular, full-time employees shall be entitled to two additional holidays each year as follows:
1. Supervisory and Professional Unit: The day following Thanksgiving Day and the working day before or after Christmas Day.
- D. For those employees whose regularly scheduled work hours are other than the regular Monday through Friday work week, and who are required to work the actual holiday, compensation for such time worked will be at the overtime rate. Additionally, these employees will be given either the time off or receive holiday pay for the holiday within the following week, as determined by the supervisor to fulfill the needs of the section in the best interest of Casitas. In the event that the holiday falls on an employee's regular day off, equal time off or holiday pay will be given.

ARTICLE 25 SAFETY EQUIPMENT

- A. Safety Shoes: The District will pay a stipend of \$205 once per year to employees required to wear safety shoes. The District's Safety Officer shall designate the appropriate unit employees required to wear safety shoes. If authorized, an employee may receive an additional \$205 towards the purchase of a second pair of safety shoes. It is expected that the employees shall maintain the safety shoes with due care.

Safety shoes are required to meet the following criteria and must be worn at all times when in the field:

- Approved safety footwear

- High Top style
- Puncture-resistant
- For E & M Staff the shoes must be EH rated.

B. Safety Glasses: All District employees who engage in or are exposed to eye hazard operations are eligible to obtain prescription safety glasses or non-prescription safety glasses provided by the District in accordance with the District's current Eye Protection Program.

ARTICLE 26 LAYOFFS

Layoff shall mean the separation of an employee because of lack of work or lack of funds. In making layoffs of regular, full-time employees, consideration shall be given within departmental classifications to seniority, merit, and fitness in that order. An employee who has attained regular status prior to any layoff shall be entitled to re-employment with any sick leave benefits which may have accrued prior to said layoff if the position formerly held is reinstated within a period of one year. Notice of such reemployment shall be given by certified mail to the last known address, and failure to respond within 10 days shall result in forfeiture of the position.

ARTICLE 27 DISCIPLINE

Disciplinary measures may include, but not be limited to:

1. An oral warning
2. A written warning
3. Suspension
4. Dismissal

If the number or severity of violations requires, in the opinion of the employer, disciplinary measures may be implemented at any step up to and including dismissal without a requirement to implement the steps in order.

Step One: Oral Warning

When a violation occurs, the employee is formally warned and the conversation is documented for future reference.

Step Two: Written Warning

If the employee continues to break the rule(s), he/she is given a written warning citing the infraction(s) and the corrective action to be taken. One copy of this warning goes to the employee; the other is put into their personnel file.

Step Three: Suspension

If the need for a suspension occurs, based on past warnings, severity or other reasons, the General Manager may suspend the employee.

Step Four: Dismissal

Termination of an employee, should that become necessary, shall be done by the General Manager.

ARTICLE 28 PEACEFUL PERFORMANCE OF DISTRICT SERVICES

- A. The parties recognize and acknowledge that many of the services performed by the employees covered by this MOU are essential to the public health, safety, and general welfare of the residents within the District service area.
- B. Consequently during the term of this agreement, Union agrees that, under no circumstances will it recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, slow-down, or picketing (hereinafter collectively referred to as work stoppage), in any office, or facility of the District, not to curtail any work or restrict any production, or interference with any operation of the District.
- C. In the event of any such work-stoppage by any member of the unit, the District shall not be required to negotiate on the merits of any dispute which may have given rise to such work-stoppage, until said work stoppage has ceased.
- D. In the event of any such work-stoppage during the term of this MOU, whether by, Union or by any member of the bargaining unit, Union, by its officers, shall immediately declare in writing and publicize that such work-stoppage is contrary to the Agreement and unauthorized and further direct its members in writing to cease the said conduct and to resume work. Copies of such written notice shall be served upon the District.
- E. If in the event of a work-stoppage, Union promptly and in good faith performs the obligations of this Article, and, providing, Union has not otherwise authorized, permitted or encouraged such work-stoppage, Union shall not be liable for any damages caused by the violation of this Article.
- F. However, the District shall have the right to discipline, including discharge any employee who instigates, participates in, or gives leadership to, any work- stoppage activity as per B above, and the District shall also have the right to seek full legal redress.

ARTICLE 29 GRIEVANCE PROCEDURE

A grievance is any dispute concerning the interpretation or application of this Memorandum of Understanding.

INFORMAL LEVEL: Within 7 calendar days of the occurrence giving rise to the grievance the employee shall discuss the grievance with their immediate supervisor or Department Manager if they are the immediate supervisor. If not resolved at this level then the employee may submit within 7 calendar days their formal grievance in writing, with desired resolution to their Department Head.

FORMAL LEVEL: The Department Manager or their designee should discuss the grievance with the employee. The Department Manager shall render a written decision within 7 calendar days after any meeting with the employee or after receiving the grievance. If the employee does not agree with the decision reached, or if no answer has been received within 7 calendar days they may present the grievance in writing to Mediation or the General Manager. Failure of the employee to appeal will constitute a dropping of the grievance.

MEDIATION: If the employee requests mediation a neutral third party mediator shall be selected from the California State Mediation Service to help resolve the grievance. If Mediation is unsuccessful in resolving the grievance then the employee may appeal to the General Manager within 7 days.

GENERAL MANAGER: The General Manager should discuss the grievance with the employee. The General Manager shall render a decision in writing to the employee within 14 calendar days after receiving the grievance. The decision of the General Manager shall be final.

ARTICLE 30 TERM

The provisions of this agreement shall be from December 16, 2021 through June 30, 2025.

ARTICLE 31 RENEGOTIATIONS

If either party hereto wishes to negotiate the provisions of a successor Agreement, such party shall, serve upon the other during the month of September prior to the expiration of this agreement its written request to commence negotiations.

ARTICLE 32 SAVINGS CLAUSE

In the event that the implementation of any article or section of this MOU are held to be contrary to law by a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting except to the extent permitted by law; provided however, that all other provisions of the MOU will continue in full force and effect. The District and SEIU Local 721 shall meet and confer as soon as practicable for the purpose of endeavoring to agree upon replacement for such article(s) or section(s).

Adopted this 9th day of February, 2022

CASITAS MUNICIPAL WATER DISTRICT

**SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 721**

Michael Flood, General Manager

Danny Carrillo, Tri-Counties Regional Director

Diana Impeartrice, Human Resources Manager

Monica Martinez, Worksite Organizer

Colin J. Tanner, Special Labor Counsel

Todd Evans, Bargaining Unit Member

Brian Taylor, Bargaining Unit Member

Completed signature page available upon request dimpeartrice@casitaswater.com