

**MEMORANDUM OF UNDERSTANDING**

*between*

**MANAGEMENT AND CONFIDENTIAL UNIT,  
TEAMSTERS LOCAL 890**

*and the*

**MARINA COAST WATER DISTRICT**

July 1, 2023 through June 30, 2027



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**PREAMBLE: PURPOSE**

Both the Marina Coast Water District and the Union agree that the purpose of this Memorandum of Understanding is to ensure that all Marina Coast Water District employees be treated with mutual respect, dignity and fairness. To achieve that goal all rules, practices and policies will be applied equally and impartially.

It is the goal of the Marina Coast Water District and the Union that we all work toward a workplace which is healthy, cooperative, supportive and mutually trusting.

**ARTICLE 1: PARTIES**

THIS AGREEMENT is made and entered into between the Marina Coast Water District (herein called "MCWD") and the General Teamsters, Local 890 (herein called the "Union").

**ARTICLE 2: RECOGNITION**

MCWD recognizes the Union as the bargaining agent for all employees in the Management and Confidential Unit. See Appendix A.

**ARTICLE 3: TERM**

This four (4) year Agreement shall remain in full force and effect from July 1, 2023 to June 30, 2027 and thereafter shall continue in effect year by year unless one of the parties hereto notifies the other within 90-120 days immediately preceding the expiration date of its request to modify, amend, or terminate specific sections of this Agreement. Upon receipt from the parties hereto of a timely request to modify, amend or terminate specific sections of the Agreement, the other party shall have ten (10) days to respond.

**ARTICLE 4: NONDISCRIMINATION**

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without discrimination and free from harassment, in accordance with Sections 3.1 and 3.2 of the MCWD Employee Handbook.

Employees may elect to exercise their right to join and participate in the activities of the Union for the purposes of representation in all matters of their working conditions and employer-employee relations. The parties agree that there shall be no restraint, coercion or interference with any employee with respect to or because of the employee's membership in said Union.

Union represented employees shall not be restricted in their rights to engage in political activity except as set forth in state and federal law.

Any party alleging a violation of this Article shall have the burden of proving the existence



of a discriminatory act or acts or proving that, but for such act or acts the alleged injury or damage to the grievant would not have occurred.

## **ARTICLE 5: UNION RIGHTS**

### **Section 5.1 Representation**

The Union has the right to represent employees in the representation unit as specified by state law and the terms of this Agreement, and pursuant to the MCWD Employer-Employee Labor Relations Ordinance.

The Union will notify MCWD and maintain such notice during the terms of this Agreement of its elected officers and directors as well as its staff employees.

MCWD will notify the Union, upon request, of the name and classification of each new employee in the represented unit.

### **Section 5.2 Access to Work Locations**

Reasonable access to employee work locations shall be granted official representatives of the Union, for representational purposes and for the purpose of transmitting information. Authorized Union staff representatives desiring such access shall first request permission from the appropriate management representative, at which time the representative shall inform said management representative of the purpose of the visit. Said management representative may deny access to the work location if in their judgment the visit would interfere with the operations of the facility, in which event the management representative will offer an alternative time and/or location for the visit.

### **Section 5.3 Union Meet and Confer Representatives**

Union may select up to three (3) representatives from the Management and Confidential Unit who have each passed their initial introductory period with the MCWD, in addition to its staff members, to act as official representatives. These representatives will represent the Union in jointly scheduled meetings with the MCWD to address matters of mutual concern. The Union will notify the MCWD of the selected unit members. If it is mutually agreed that an issue that results in one or more meet-and-confer meetings, would impact only one of the work sections, then only the representative for that section, in addition to the Union staff person, will attend those meet-and-confer sessions.

The Union section representatives will be granted reasonable time during normal working hours for meeting and conferring with authorized representatives of the MCWD.

#### **Section 5.4 Representation Program**

Designated employee shall mean an employee who has served out their initial introductory period with the MCWD, and who is a member of and is designated by the Union to assist employees in processing grievances.

The designated employee shall be subject to the following:

- A. The designated employee shall be authorized a reasonable amount of time off without loss of pay to investigate and prepare grievances and disciplinary appeals of unit employees and shall have the right to serve as a representative for employees in grievance matters in accordance with the grievance and disciplinary appeals provisions of the Agreement.
- B. The designated employee shall not conduct Union business on MCWD time, except as specifically authorized by this Memorandum of Understanding.
- C. The designated employee may represent employees against whom disciplinary action is pending, as provided for in employees' Weingarten rights.

#### **Section 5.5 Union Membership and Dues Deduction**

##### **A. Employee Rights**

The District and Union recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights. Accordingly, membership in the Union shall not be compulsory.

##### **B. Payroll Deductions**

The District shall deduct from the pay of Union members and pay to the Union the normal and regular monthly Union membership dues as voluntarily authorized in writing by the employee on a form provided and maintained by the Union in accordance with Government Code section 1157.3., subject to the following conditions:

- (1) The Union shall notify the District of any employee who has given the Union written authorization for deduction of any Union dues or fees. The Union certifies that it shall collect and will maintain records of individual employee authorizations for deductions of said dues or fees. The Union agrees to

notify the District of any changes in employee authorizations to deduct Union dues or fees. The District shall rely on the Union's certification of any dues and fees authorized by an employee and will not require the Union to provide a copy of the employee's authorization unless a dispute arises about the existence of terms of the authorization. Any inquiries by employees regarding Union dues or fees should be directed to the Union.

- (2) The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or longer after such submission.
- (3) The Union will be responsible for submitting to the District any changes in the amounts to be payroll deducted from the paychecks of employees who have completed authorization forms.
- (4) The District is under no obligation to make payroll deductions for periods during which a unit member is either terminated from active employment or not on the District's active payroll for any reason, including, but not limited to, layoffs and voluntary leave of absence for more than thirty (30) days.
- (5) When a unit member is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period. In the case of a unit member who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over Union dues and service fees.

### **C. Hold Harmless and Indemnity Provision**

The Union shall hold the District harmless and shall fully and promptly reimburse the District for reasonable legal fees and costs incurred in responding to or defending against any claims, disputes, or challenges, which are actually brought against the District or any of its agents by other than the Union in connection with the administration or enforcement of any section of this Agreement pertaining to representation fees. Such reimbursement shall include costs and attorneys' fees incurred by the District.

### **Section 5.6 Bulletin Board**

The MCWD will furnish for the use of the Union a bulletin board in the employees' break room. Said bulletin board shall be used for the purpose of posting Union official notices and all materials shall state clearly that it is authorized by the Union.

Union agrees that notices posted on MCWD bulletin boards shall not contain anything which



may be reasonably construed as maligning MCWD, its representative(s), or any individual in any manner whatsoever.

Nothing in this Memorandum of Understanding or District policy shall be interpreted to prohibit designated Union paid staff or other formally designated representatives from informally discussing matters of mutual concern with individual Board members. Such discussions shall comply with the Brown Act open meeting law requirements, are to be informational only, and do not constitute a substitution for appropriate channels of communication with either District staff or the Board as a whole.

## **ARTICLE 6: MANAGEMENT RIGHTS**

MCWD will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing, and not specifically limited by this Memorandum of Understanding, including, but not limited to the following:

- Determine the standards of services offered.
- Determine the standards of selection for employment.
- Direct its employees.
- Take disciplinary action.
- Relieve its employees from duty because of lack of work or for other legitimate reasons.
- Issue and enforce rules and regulations.
- Maintain the efficiency of governmental operations.
- Determine the methods, means and personnel by which MCWD operations are to be conducted.
- Determine job classifications of MCWD employees.
- Exercise complete control and discretion over its work and fulfill all of its legal responsibilities.

All the rights, responsibilities and prerogatives that are inherent in the MCWD by virtue of federal, state, and local laws and regulation provisions cannot be subject to any grievance proceeding.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the MCWD Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States and the Constitution and laws of the State of California.

## **ARTICLE 7: SAFETY**

### **Section 7.1 Obligation**

MCWD will provide a safe and healthy workplace free of recognized hazards. MCWD

agrees to comply with all applicable local state and federal health and safety laws and regulations.

The Union agrees that it is the duty of all employees to comply with all reasonable rules and regulations and when possible, to be alert of all unsafe places, equipment and conditions and to report any such unsafe practices or conditions to the appropriate management representatives. If such notice is given in writing, employees will not be required to work in unsafe conditions. However, employees may not leave the worksite. Alternate work may or may not be assigned by the District until the unsafe condition is remedied or until it is determined that no unsafe conditions exist.

### **Section 7.2 Safety Equipment and Uniforms**

MCWD will provide up to five hundred dollars (\$500.00) annual allowance for the purchase of safety-toed boots or safety-toed shoes, shirts, pants and other logo'd business related clothing. Uniforms and boots are to be worn for District purposes only.

Obscene or excessive adornment may not be worn. Non-uniform apparel, such as other than MCWD hats, may not be worn.

The District shall provide one pair of prescription safety glasses per contract period and upon request, to each employee with the approval of their respective manager. The reimbursement cost for each pair of glasses shall not exceed \$100.

### **Section 7.3 Ergonomics**

The District shall provide office equipment accommodations that ensure ergonomic compliance.

### **Section 7.4 Hepatitis A & B Vaccinations**

MCWD shall continue to maintain coverage, under normal group medical benefits, allowing for Hepatitis A and B vaccinations for individuals who are or will be at increased risk of infection with HAV (Hepatitis A virus).

### **Section 7.5 Wellness Program**

MCWD recognizes its employees are its greatest asset and encourages all staff to participate in a Wellness Program. Participation is voluntary and employees do so at their own risk. To further encourage the wellness of its employees, MCWD authorized employees (upon approval of their immediate supervisor) who participate in aerobic physical exercise (walking, jogging, etc.) to use up to thirty (30) minutes of regular work time for this purpose two (2) days per week.

Exercise is normally done over the lunch break, with an extension of thirty (30) minutes. This amount of time is intended to allow the exercising employee the opportunity to receive

a thorough aerobic workout and time to return to work refreshed and relieved of stress.

MCWD will provide educational services to employees on nutrition, disease prevention and management, smoking cessation, obesity, etc. through posters, flyers, and brown bag lunches with guest speakers. In addition, the District will offer free, onsite preventive health screenings to all employees provided the employee participates in a workforce health profile.

## **ARTICLE 8: WAGES**

### **Section 8.1 Wage Increase**

Effective July 1, 2023, all Teamster employees' salaries shall be increased by 10%.

Effective July 1, 2024, all Teamster employees' salaries shall be increased by 10%.

Effective July 1, 2025, all Teamster employees' salaries shall be increased by a percentage equal to the increase in the Feb 2024-Feb 2025 CPI-U for the San Francisco Bay area.

Effective July 1, 2026, all Teamster employees' salaries shall be increased by a percentage equal to the increase in the Feb 2025-Feb 2026 CPI-U for the San Francisco Bay area.

### **Section 8.2 Annual Step Increase**

The current practices relative to the granting of performance-based merit increases shall continue for the term of this MOU as provided in Section 6 of the MCWD Employee Handbook.

### **Section 8.3 Longevity Steps**

The longevity pay plan recognizes the long-term service of regular, full-time MCWD employees. Longevity pay is based on total service and computed as a percentage of the employee's base rate of pay at the date of eligibility. Service toward longevity is credited for each month in which an employee is in pay status for one-half or more of the regularly scheduled workdays and paid holidays in the month. The increase will become effective on the anniversary date. If an employee goes on leave in an unpaid status, longevity will be pro-rated. Employees on paid disability leave are an exception.

Upon reaching the following anniversaries, employees shall receive longevity pay increases as follows:

10 years of service	5% pay increase
15 years of service	5% pay increase
20 years of service	5% pay increase
25 years of service	2.5% pay increase
30 years of service	2.5% pay increase

The current practices relative to the granting of longevity pay shall continue for the term

of this MOU. The longevity pay is calculated by compounding the steps.

**ARTICLE 9: WORK WEEK**

**Section 9.1 Work Week and Hours**

The normal workweek shall be Monday to Friday, eight (8) or nine (9) hours per day depending upon the employee's regularly scheduled shift. In an emergency or in unusual circumstances the workweek may be changed.

For Office, Engineering, Water Resources, and Laboratory personnel, the normal working hours are between 7:30 a.m. to 5:00 p.m. For Operations and Maintenance personnel the normal working hours are between 6:30 a.m. to 4:00 p.m. depending upon job assignment, except for regularly assigned stand-by and weekend duty.

Alternative Work Week: A 9/80 Flex Time schedule is available for employees who elect this option. Managers will have the discretion to consider and implement this schedule based on the operational and managerial needs of the District. All employees of the District can request such a schedule and the District agrees that the requests will not be unreasonably denied. Participation in the Flex Schedule affects the schedules of others; therefore, once established, changes in flex scheduling can only be changed if approved by the Department Head and General Manager.

**ARTICLE 10: SPECIAL PAY PRACTICES**

**Section 10.1 Certification Bonuses**

Employees will be reimbursed after proof of completion of a course of study or exam with regard to the cost of licenses, certificates and renewals which are required to perform their job duties.

**Section 10.2 Notary Pay**

Due to business needs, the District requires the Executive Assistant to the GM/Board to be a Notary Public from the State of California to sign legal documents for the agency. The District pays all costs to obtain this certification. As an incentive to maintain this certification, the Executive Assistant to the GM/Board will receive \$50 per pay period as Special Compensation and in accordance with the California Code of Regulations Section 571(a) and 571(b).

**Section 10.3 Education Reimbursement**

Based on an employee's submission of a completed Tuition Reimbursement Request form, including the supervisor and General Manager's approval, a regular, full-time employee may be reimbursed up to \$5,000 per year for books and tuition only for a job-related course of study. The employee shall submit the information on the class/program

prior to enrollment. If the request form is not submitted in advance of the beginning of the class/course of study, reimbursement may be denied.

Confirmation transcripts or evidence which verifies the student's successful completion of the course (a grade C or better, "pass/fail" completion, a certificate or diploma) must be submitted to Human Resources prior to receiving reimbursement.

Courses must be taken on the employee's own time unless otherwise authorized by the General Manager or designee.

#### **Section 10.4 Educational Premium Pay**

Employees who obtain a job-related graduate degree from an accredited college or university (Master's degree or higher) will receive an additional \$3600 annually, paid in bi-weekly installments. An employee who qualifies for this Educational Premium Pay will need to provide proof of degree attainment to the General Manager for approval prior to receiving this premium pay. An employee can only receive this benefit for one (1) degree under this section.

### **ARTICLE 11: INSURANCE**

#### **Section 11.1 Employee Health Insurance**

The District agrees to pay a portion of the monthly medical/dental/vision insurance premiums for all regular, full-time employees. All employees, including those with eligible dependents shall contribute towards medical/dental/vision/EAP premiums via a payroll deduction. The following amount(s) will be effective beginning July 1, 2023:

Effective January 1, 2024, Teamster employees will pay the following:

- Employee only = \$0/month
- Employee + 1 dependent = \$89.93/month + 20% of any annual increases/decrease to medical/dental/vision/EAP premiums
- Family coverage = \$115.99/month + 20% of any annual increases/decrease to medical/dental/vision/EAP premiums

#### **Section 11.2 Retiree Health Insurance**

At the option of an employee who retires from the District after July 1, 2023, Marina Coast Water District will provide the following continued medical benefit options for the retired District employee provided the minimum requirements established by the District are met for the applicable option as follows:

**Option #1** – An employee at least 62 years of age with a total of 25 years of



continuous service with the District at the time of retirement.

- The District will pay 100% of the current medical insurance premium cost for the retired employee.

**Option #2** – An employee at least 62 years of age with a total of 10 years of continuous service with the District at the time of retirement.

- The District will pay 80% of the current medical insurance premium cost for the retired employee.

The following conditions apply to retired employees who receive continued medical benefits under Option #1 and Option #2 above:

- 1) The District will provide continued +1 health, vision, and dental benefits for the retiree provided the minimum requirements established by the District are met, at the sole cost of the retired employee.
- 2) The retired employee is required to pay any current applicable insurance premium costs and shall make their payment of any such costs on a monthly basis by the first day of each month after retirement. Any retired employee who fails to make the required monthly premium cost payment to the District shall have all retiree health benefits cancelled if not paid within 30 days of the due date.
- 3) Retired employees who receive continued medical benefits pursuant to this policy shall be notified of the monthly premium cost amounts owed to the District at the time of retirement. The insurance premium cost amount shall be calculated based on the rates charged by the District's insurance carrier at the time of retirement, and as modified each subsequent year. The retired employee shall be notified of any annual changes in the insurance premium amounts owed.

(The above applies only to those that retire after July 1, 2023. Above does not apply to existing retirees who retired from the District prior to July 1, 2023.)

### **Section 11.3 Life Insurance**

MCWD agrees to provide Group Term Life and Accidental Death and Dismemberment (AD&D) Insurance for all regular, full-time employees effective at the date of hire. The face amount of life insurance for each eligible employee under the age of seventy (70) shall be at an amount equal to two times their annual gross salary up to a maximum of three hundred thousand dollars (\$300,000). An employee's accidental death is covered by double indemnity pursuant to the AD&D insurance. Group Term Life and AD&D benefits reduce to sixty-seven percent (67%) when an employee reaches the age of seventy (70), and then reduce to fifty percent (50%) when an employee reaches the age of seventy-five (75).

Such insurance shall be at no cost to the employee, except that, insurance amounts above \$50,000 provided by the District shall be subject to tax law provisions.

Employees may purchase additional insurance through payroll deduction at a rate set by the insurance company.

#### **Section 11.4 Short-Term/Long-Term Disability Plan**

In addition to State Disability Insurance (SDI), the District provides, at no cost to the employee, a short-term disability plan with a maximum benefit of \$2,000 per week and a 30-day elimination period that supplements SDI and offers up to 2/3 of the employee's base annual salary, subject to the provisions of the contract with the carrier. In addition, the District offers a long-term disability plan with a maximum benefit of \$10,000 per month and a 180-day elimination period.

#### **Section 11.5 Retirement**

MCWD agrees to continue to provide the following retirement benefits:

##### **A. Tier 1 Employees (Classic Employees)**

For employees hired prior to January 1, 2013, the District will continue to provide the 2% @ 60 formula. The same 2% @ 60 will be provided to new employees who were previously employed by the District or newly hired employees who were previously in the Public Employees Retirement System (PERS) or reciprocal agency and have less than a 180-day break in service are covered by this formula. Basic PERS 2% @ 60 formula with:

- a. Social Security.
- b. Sick Leave conversion.
- c. Highest twelve (12) months compensation for purposes of determining final compensation.
- d. Military Service credit as Prior Service.
- e. Value of Employer-Paid Member Contributions (EPMC) to PERS reported as additional compensation, as provided for under Government Code Section 20636(c) This shall apply to all Union members.

MCWD pays 100% of employer/employee contributions.

##### **B. Tier 2 Employees (PEPRA Employees)**

For employees hired after January 1, 2013 who have not previously been enrolled in PERS or reciprocal agency or they have more than a 180-day break in service they will be placed in Tier 2. Tier 2 for those employees is the 2% @ 62 formula. Effective July 1, 2015, PEPRA Employees will pay 100% of the employee contribution on a pre-tax basis through an IRC 414(h)(2) plan. Basic Public Employees Retirement Systems (PERS) 2% @ 62 formula with:

- a. Social Security.
- b. Sick Leave conversion.
- c. Highest thirty-six (36) consecutive months of service for purposes of determining final compensation.
- d. Military Service credit as Prior Service.

### **Section 11.6 Employee Assistance Program (EAP)**

MCWD agrees to provide a confidential EAP benefit to all eligible employees and their dependent(s). This program is provided to promote employee health and well-being when personal problems affect an employee's life and work. The program provides information, consultation and counseling for employees and their family members, as well as offering training and consultation to management.

The EAP covered services include six (6) assessment/counseling sessions or financial/legal services for each incident of treatment.

### **Section 11.7 Insurance Administration**

The MCWD continues to have the right and the obligation to administer the various insurance programs. These rights and obligations include, but are not limited to, the right to select the carriers and insurance claims administrators after consultation with the Union. Changes in insurance carriers or administrators shall not result in any appreciable reduction in benefits. In the event a change in insurance carriers is made, an open enrollment period will be authorized.

## **ARTICLE 12: HOLIDAYS**

Regular, full-time employees are eligible for holiday pay from the date of hire. Eligible employees also receive holiday pay, without deduction of a vacation day, whenever the employee is on an approved vacation during which MCWD observes a holiday.

Employees who are on an unpaid leave of absence as of the date MCWD observes a holiday are not eligible for holiday pay.

The following listed days shall be observed during the term of this MOU as District holidays:

**New Year's Day**  
**Martin Luther King, Jr. Birthday**  
**President's Birthday/Washington's Birthday**  
**Memorial Day**  
**Juneteenth National Independence Day**  
**Independence Day**

Labor Day  
 Veterans Day  
 Thanksgiving Day  
 Day After Thanksgiving  
 Working day immediately preceding Christmas Day  
 Christmas Day  
 Employee's Birthday  
 Floating Holiday

Observed holidays falling on Saturday will be celebrated on Friday; those falling on Sunday will be celebrated on Monday. Employee Birthday and Floating Holiday may be taken at any time during the calendar year upon approval of the department supervisor.

**ARTICLE 13: VACATION**

**Section 13.1 Eligibility and Accrual**

All regular, full-time employees are eligible to accrue paid vacation leave. To be eligible, regular full-time employees must be scheduled to work at least thirty-two (32) hours per week. New employees who are serving in an initial twelve (12) month introductory period accrue paid vacation but are not eligible to take paid time off unless prior authorization has been received from the General Manager or designee. Vacation leave is accrued each pay period. Thereafter, eligible employees accrue vacation benefits to their anniversary date in each succeeding year based upon length of continuous service with MCWD. Vacation benefit hours may be discontinued or suspended during certain types and durations of leaves of absence, including Military Leave, in excess of thirty (30) calendar days.

The following vacation schedule shall apply based on the length of continuous service with the District:

<b>Year of Service</b>	<b>Days/Hours accrued Bi-weekly</b>
1	10 working days per year (3.08 hours bi-weekly accrual)
2-3	11 working days per year (3.38 hours bi-weekly accrual)
4-10	16 working days per year (4.92 hours bi-weekly accrual)
11+	20 working days per years (6.16 hours bi-weekly accrual)

Vacation time will accrue through the year and will be pro-rated and credited at the end of each pay period. The maximum accrual allowance shall be two hundred and sixty (260) hours. Vacation time earned in excess of 260 hours shall be paid during the next following pay period. Vacation leave cannot be used by new employees during their initial introductory period, unless approved, in advance, by the General Manager.

Prior to approving a request for vacation, it is the responsibility of the manager/supervisor or designee to confirm that the employee has, or will have, the requested time available. Any unposted leave accruals are not eligible for use at the time the scheduled vacation starts.

Vacation pay will be based on the employee's base pay rate in effect at the time such vacation is taken. It does not include overtime or any special forms of compensation such as shift differential, standby or other forms of pay otherwise available during normal work schedules. Payment for vacation time will be made on an employee's regularly scheduled payday.

### **Section 13.2 Advance Approval and Cancellation Notice**

- A. Application for approval of vacation leave shall be made no less than ten (10) working days in advance. Approval of vacation leave for less than five (5) working days can be approved at the discretion of the immediate supervisor. All vacation leave must be approved by the immediate supervisor prior to use.
- B. MCWD shall provide at least seven (7) working days' notice to employees if, due to workload requirements, an employee will not be able to take their pre-authorized vacation, unless emergency situations require a shorter notice. MCWD will authorize vacations as soon as operationally possible.

### **Section 13.3 Payout on Termination or Resignation**

The MCWD shall, upon termination or resignation of an employee, compensate that employee for their accrued vacation and compensatory time at their current rate of pay.

### **Section 13.4 Cash-Out**

Employees may elect to cash out accumulated vacation time provided that the employee maintains at least forty (40) hours of accrued vacation credit. Cash-out must be done in conjunction with a regular paycheck and requested no less than five (5) days before the end of a pay period.

## **ARTICLE 14: SICK LEAVE**

### **Section 14.1 Accrual Rate**

Regular full-time employees who work at least thirty-two (32) hours per week are eligible for paid sick leave benefits as follows. Sick Leave time will accrue throughout the year and will be pro-rated and credited at the end of each pay period. Employees shall accrue one day per calendar month with an unlimited accumulation amount.

Sick leave is to be used for absences due to the following reasons:



- For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
- For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
  - *Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)*
  - *Spouse or Registered Domestic Partner*
  - *Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)*
  - *Grandparent*
  - *Grandchild.*
  - *Sibling.*
  - *Designated Person (A "designated person" is any individual related by blood or whose association with the employee is the equivalent of family relationship. An employee can only have one "designated person" per 12-month period of paid sick leave.)*
- To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:
  - *A temporary restraining order or restraining order.*
  - *Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.*
  - *To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.*
  - *To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.*
  - *To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.*

- *To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.*

Notification of illness shall be made as soon as possible and no later than 1 hour after the start of the workday, if at all possible.

After three (3) days of consecutive sick leave, an explanation of the employee's illness shall be submitted by the employee's physician along with a release by the physician to return to work and a statement by the physician that the employee is physically able to perform their job.

All sick leave payments will be based on an employee's regular pay rate in effect at the time such payments are made. Exempt employees who have used all of their accrued sick leave benefits continue to receive their salary for an occasional illness that is less than a full day under this sick leave policy. The salary of exempt employees who have exhausted their sick leave will be deducted for absences of a full day or more due to illness or disability.

Employees who use two (2) days or less of their annual sick leave entitlement will be given the opportunity at the end of the calendar year to convert two (2) of the remaining sick leave days into vacation or let the sick leave days accumulate. Sick leave used for doctor/dentist appointments during work hours will not count towards the two (2) day threshold above.

#### **Section 14.2 Retirement Payout**

After ten years of continuous service, and at age 62 or above, upon retirement from the District, an employee shall be paid for sixty (60%) of their accumulated sick leave up to a maximum of 240 hours. Any remaining amount of accumulated sick leave that is not cashed out can then be used as a CalPERS sick leave conversion. All payments will be made at the current rate of pay.

#### **Section 14.3 Separation of Employment in Good Standing Payout**

An employee upon separation of employment with the District in good standing shall be paid for thirty (30%) of their accumulated sick leave up to a maximum of 240 hours. All payments will be made at the current rate of pay. An employee who is terminated from employment with the District pursuant to Article 20 (Disciplinary Action) does not qualify for this accumulated sick leave payout.

### **ARTICLE 15: MANAGEMENT LEAVE**

Employees who are exempt from state and federal overtime requirements shall be permitted to take management leave in recognition of the special requirements of their jobs. Management leave shall be accrued on a bi-weekly basis at the rate of 3.846

hours per pay period. The maximum accrual allowance for management leave will be one hundred (100) hours per fiscal year. Management leave earned by the end of each fiscal year shall be taken within the first quarter of the following fiscal year. Any management leave, up to a total of 80 hrs., not used by the end of the first quarter of the following fiscal year will be paid to the employee during the next payroll period.

#### **ARTICLE 16: DEFERRED COMPENSATION**

The District shall make available a 457 deferred compensation plan for all bargaining unit employees. The District's 457 Deferred Compensation Plan allows employees, on a voluntary basis, to authorize a portion of their salary to be withheld and invested at their direction for payment upon termination of employment or retirement. All contributions are deducted from employees' salary on a pre-tax basis. Upon withdrawal from the Plan, participants will be responsible for appropriate taxes.

MCWD will match an employee contribution up to a maximum of \$2,500 per year. compensatory match to be on a calendar year basis starting July 1, 2023.

MCWD will comply with IRS regulations regarding maximum contributions and provisions of tax laws.

#### **ARTICLE 17: PRE-TAX VOUCHERS**

MCWD shall provide a pre-tax voucher system for bargaining unit employees' dependent care expenses.

#### **ARTICLE 18: TEMPORARY UPGRADE PAY**

When an employee covered by the provisions of this Agreement is assigned through a personnel action form to perform the primary and essential duties of a higher paid vacant position, that employee shall be compensated at the step in the higher classification that provides an increase to the assigned employee of at least five percent (5%). The assignment must be for over twenty (20) days in a calendar year. Such additional compensation will normally begin on the twenty-first (21st) working day after assignment to the higher position or earlier, subject to the discretion of the General Manager.

Note: Temporary upgrade pay is not reportable for PEPRA Members.

#### **ARTICLE 19: GRIEVANCE PROCEDURE**

##### **Section 19.1 Grievance Defined**

A grievance includes every dispute concerning application or interpretation of this Memorandum of Understanding or District Employee Handbook by an employee adversely effected thereby, but shall not include the following:

- A. Disciplinary actions as defined herein, which shall be subject to appeal through the procedure contained in this Agreement for the appeal of disciplinary actions.
- B. Complaints regarding Discrimination/Harassment, Occupational Health and Safety, or Workers' Compensation or the applicable procedures for such complaints.
- C. The exercise of any MCWD rights as specified in this Memorandum of Understanding or District Employee Handbook, so long as the exercise of such rights does not conflict with other provisions of this Agreement.
- D. Any impasse or dispute in the meet and confer process.
- E. Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions or agreements.

The Union shall be entitled to file a grievance on behalf of an employee adversely affected by a grievable matter.

The Union may file a grievance on its own behalf only on those matters which pertain to the rights of the Union as an organization as specified in Article 5 of this Agreement.

### **Section 19.2 No Discrimination**

There shall be no restraint, interference, coercion, discrimination or reprisal against any employee for exercising any rights under the grievance procedure.

### **Section 19.3 Time Limits**

The time limits set forth herein are essential to the grievance procedure and shall be strictly observed. The time limits may be extended by agreement of the parties, and any such extension must be confirmed in writing.

If, at any stage of the grievance procedure the employee is dissatisfied with the decision rendered, it shall be the grievant's responsibility to submit the grievance to the next designated level within the time limits set forth.

Failure to submit the grievance within the time limits imposed shall terminate the grievance process, unless the time limits have been extended by mutual agreement, and the grievance shall not be subject to further appeal or reconsideration.

The grievant has the right to proceed promptly to the next step within the prescribed time limits if the appropriate management representative fails to respond within the time limits specified.

## **Section 19.4 Grievance Procedure Steps**

### **Step 1: Discussion with Immediate Supervisor**

Within thirty (30) days of when the grievant knew or reasonably should have known of the act or omission, which gave rise to the grievance the grievant shall first discuss a grievance informally with their immediate supervisor. Every reasonable effort shall be made to resolve the grievance at this level. The immediate supervisor shall verbally respond to the grievant within three (3) working days of the informal discussion between the grievant and supervisor.

### **Step 2: Formal Written Procedure**

- A. In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing on to their Department Head within five (5) working days after receipt of the immediate supervisor's verbal response.
- B. Within five (5) working days of receipt of the grievance, the Department Head shall:
  - (1) Meet the grievant to discuss the grievance at the request of concerned parties (i.e., the grievant, the grievant's representative, or the supervisor);
  - (2) Deliver their written decision outlining the reasons behind the decision to the grievant and their representative within three (3) working days following the meeting, if held; if no meeting was held, within seven (7) working days of the receipt of the grievance.

### **Step 3: General Manager Review**

This step applies only to union represented employees who did not submit the written grievance to the General Manager at Step 2.

- A. If a grievance is not settled at Step 2 of this procedure, the grievance may be appealed to the General Manager in writing within ten (10) working days from the receipt of the decision of the immediate supervisor or their failure to respond to the grievance. In submitting the grievance to Step 3, the grievant or grievant's representative may request a meeting with the General Manager.
- B. Within five (5) working days of receipt of the grievance, the General Manager shall:
  - (1) Meet the grievant to discuss the grievance at the request of the



concerned parties (i.e., the grievant, the grievant's representative, or the supervisor);

- (2) Deliver their written decision outlining the reasons behind the decision to the grievant and their representative within three (3) working days following the meeting.

#### **Step 4: Mediation/Recommendation for Union Represented Employees**

- A. If a grievance is not settled when appealed to the General Manager, the grievant may request that the matter be referred to mediation/Recommendation by requesting a mediator from the California Mediation and Conciliation Service in writing within ten (10) working days from the receipt of decision of the General Manager or their failure to respond to the grievance. A copy of the request will be sent to the General Manager.
- B. At the earliest possible date which can be arranged between the Mediator, the General Manager and the Union, the Mediator shall:
  - (1) Meet with the parties and attempt to find a mutually acceptable resolution to the grievance,
  - (2) If a mediated solution is not attained render a confidential written recommended finding as to the facts of the grievance and a proposed remedy and rationale therefore,
  - (3) Deliver their written recommendation to the General Manager, grievant, and their representative as soon as possible.

#### **Step 5: MCWD Board of Directors Review and Determination**

- A. If the employee does not agree with the written decision of the General Manager, within five (5) days after receipt of the General Manager's decision, or the recommendation of the mediator if Step 4 is utilized, they can appeal to the MCWD Board of Directors by addressing the appeal to the President of MCWD Board.
- B. The MCWD Board will schedule the appeal for consideration as soon as possible after receipt of the request, but not later than thirty (30) days after the date of filing of the notice of appeal.
- C. Either party may submit a written argument to the Directors. The written argument must be submitted within at least five (5) working days prior to the hearing.
- D. Each party shall be allotted fifteen (15) minutes for presentation of oral

argument to the Directors.

- E. The Directors may affirm, reverse, or modify the decision of the General Manager or remand the grievance for further review by the General Manager or by the Mediator if Step 4 is utilized. The Directors shall consider the recommendation of the mediator in making their decision. The Directors may remand the grievance no more than one time. In such event the existing timelines shall be observed. The decision of the Directors shall be final and binding on the parties.

## **ARTICLE 20: DISCIPLINARY ACTION**

### **Section 20.1 Standards of Conduct**

The following examples are given in order to provide the employees guidance concerning unacceptable behavior. If the MCWD chooses to correct an employee who engages in unacceptable behavior, the employee may be subject to corrective discipline up to and including termination. Please note that it is impossible to provide an exhaustive list of behaviors that are not acceptable. The following is therefore intended to simply provide some examples:

- A. Failure to meet job standards as described in the job description or as determined by the immediate supervisor, including becoming uninsurable based upon the driving standards of MCWD's insurance carrier.
- B. Failure to observe or comply with the provisions of the Employee Handbook.
- C. Insubordination.
- D. Abusive or vulgar language or causing disruption to the workplace or to fellow employees or visitors.
- E. Theft or unauthorized removal of MCWD property from MCWD premises.
- F. Misuse of MCWD's monies.
- G. Harassment, including but not limited to unlawful sexual harassment or gender-based or racial remarks.
- H. Excessive absenteeism or tardiness.
- I. Using, possessing, or being under the influence of (including as a result of prior indulgence) alcohol or illegal drugs while on MCWD premises or on duty, including while on-call.
- J. Job abandonment.
- K. Carelessness or negligence when performing duties or failure to follow health and safety regulations while on MCWD premises or while on duty.
- L. Unauthorized possession or removal of property, records, or other MCWD materials.
- M. Release of confidential information about the MCWD or its members.
- N. Altercations with or threats to fellow employees or the public.
- O. Possession of firearms on MCWD property or within MCWD vehicles.
- P. Gambling while on the job or on MCWD time.

- Q. Eavesdropping. Under California state law the consent of all parties participating in a call must be obtained before any person may record a telephone conversation or before a person who is not a party to a call may eavesdrop on or wiretap a call.
- R. Failure to report involvement in an accident occurring on the MCWD's premises, or involving MCWD's equipment, or giving false information in accident or insurance reports.
- S. Failure to immediately report the loss of a California driver's license due to suspension, withdrawal, forfeiture or confiscation by any court of law or by the California Division of Motor Vehicles. This rule applies only to those employees who must maintain such a license as a condition of their employment.
- T. Installing unauthorized software on MCWD's computer system and/or misuse of electronic systems (email, internet, fax) per policy.

## **Section 20.2 Disciplinary Actions**

The objective of any disciplinary action is to correct less than satisfactory performance and to bring a worker's performance up to District standards. Disciplinary action is not primarily punitive in intent but is intended to be corrective action.

The appointing authority may take disciplinary action against any employee, provided that the rules and regulations prescribed herein are followed and that employee who is not on introductory status has the right to appeal pursuant to this article, except as herein provided. As used in this article, "disciplinary action" shall mean formal written reprimand, suspension, disciplinary demotion, disciplinary probation, or dismissal. No employee shall be discharged or disciplined without just cause and the principles of progressive discipline shall be followed. Regular, full-time employees shall be subject to disciplinary action by the General Manager only in accordance with the procedures set forth below.

As part of the District's progressive disciplinary process, an employee may be placed on disciplinary probation for a specified period of time not to exceed four (4) months for each instance, with the understanding that should the causes for such action not be satisfactorily corrected or remedied during the period, subsequent disciplinary action may be taken, up to and including termination.

## **Section 20.3 Notice of Proposed Disciplinary Action**

In order to institute disciplinary action, the appointing authority shall serve notice of the proposed disciplinary action in accordance with the following procedures:

Except as otherwise provided herein or when emergency or other special circumstances require immediate action, a notice of proposed disciplinary action (other than for formal reprimand) shall be delivered to the employee, either personally or by the US Postal Service, to the current address listed on the employee's most recent personnel action form, no less than five (5) calendar days prior to the effective date of any punitive action

against the employee.

The notice of proposed disciplinary action shall include the following:

- A. The nature of the disciplinary action.
- B. The effective date of the action.
- C. The causes for the action in ordinary, concise language with the dates and places thereof, when known.
- D. A statement that identifies the material upon which the action is based and states that it is available for inspection; and,
- E. A statement advising the employee of their right to respond either verbally or in writing to the appointing authority or their designee imposing the disciplinary action prior to the effective date and the right to be represented in that response. The statement shall also refer to that section of this Agreement titled "Appeals from Disciplinary Action" and state that members of the bargaining unit are represented by General Teamsters, Local 890 and shall give the address and telephone number of the Union office.

#### **Section 20.4 Pre-Disciplinary Due Process Meeting**

If the employee does not waive their right to a Skelly meeting, the General Manager shall conduct an informal meeting to allow the employee to respond to the charges made. The employee may present information and respond to questions personally or through their representative.

The General Manager shall give the employee written notice of the decision which shall be reached within five (5) working days after said meeting.

#### **Section 20.5 Implementation of Discipline**

In the case of a suspension without pay of one (1) working days or less, or a suspension with pay of twenty (20) working days or less, the suspension may be imposed by a single notice containing items A, B, C, D & E from Section 20.3 above. This notice shall be delivered to the employee on or as soon after the effective date of the suspension as possible.

Except as provided above, in order to implement the proposed disciplinary action of a lesser disciplinary action based on the same cause(s), a notice of disciplinary action shall be delivered to the employee, either personally or by the US Postal Service to the current address listed on the employee's most recent Personnel Action form, on or before the effective date of the disciplinary action.

The notice of disciplinary action shall contain the information in items A, B, C, D & E from Section 20.3 above and, in addition, shall include a statement as to the right to appeal and representation by a party of their own choice and shall include a referral to the section of this Agreement concerning appeals from disciplinary action and shall include a statement that members of the bargaining unit are represented by the General Teamsters, Local 890 with the address and telephone number of the Union office.

### **Section 20.6 Reprimand**

An appointing authority may reprimand an employee by furnishing them with a statement, in writing, of the specific reasons for such reprimand. A copy of notice of the reprimand shall be given to the General Manager for inclusion in the employee's personnel file and shall not be subject to appeal, but the employee and/or their representative shall have the right to discuss the reprimand, or notice of reprimand during normal business hours, with the supervisor issuing the reprimand within 3 working days of receipt of reprimand.

Disciplinary reprimands shall be removed from the employee's personnel file after the second year of their issuance, upon the employee's request, and if the employee does not receive any further disciplinary action in the two-year period.

### **Section 20.7 Appeal of Disciplinary Action**

#### **A. Appeal**

If an employee who has had a pre-disciplinary due process (Skelly) meeting wishes to appeal the decision of the General Manager further, and who has completed their six (6) months probationary status, they shall file with the MCWD Board of Directors no later than the fifteenth (15th) day after receipt of said notice of disciplinary action.

Should said fifteenth (15th) day fall on a day in which offices of the MCWD are not open for business, the time within which said notice of appeal may be filed shall be extended until 5:00 p.m. of the next following day when MCWD offices are open for business.

#### **B. Time of Hearing -- Notice**

A hearing by the MCWD Directors or by a Hearing Officer appointed by the Board, relating to the validity of the charges upon which the disciplinary action was based shall commence not later than thirty (30) days after the date of the filing of the notice of appeal. Upon request of the employee, the MCWD Board shall appoint a Hearing Officer who shall be selected by the parties by alternate striking from a list provided by the State Mediation and Conciliation Service. Absent a request from the employee, the MCWD Board may choose to appoint a Hearing Officer or to have the matter heard by the Directors.



The appellant employee shall be given not less than ten (10) days written notice of the date, time, and place of said hearing of the Directors or the Hearing Officer. Said notice of the date, time, and place of hearing shall be effective upon its deposit in the US mail, postage prepaid with return receipt requested, and addressed to the last known address of the appellant as set forth in the appellant employee's personnel file.

### **C. Conduct of Hearing**

At the time and place designated, the MCWD Board of Directors or Hearing Officer shall hold a hearing for the purpose of determining the validity of the charges brought against the appellant employee and of the reasonableness of the discipline imposed pursuant to said charges. Such a hearing shall be closed to the public unless otherwise requested by the appellant employee. The appellant employee may be present and have the right to be represented by counsel.

The hearing may be continued from time to time and at the end of such presentation the MCWD Board of Directors or Hearing Officer may take the evidence under consideration for a reasonable period of time before announcing its decision in the matter.

### **D. Hearing**

The General Manager and the appellant employee may call witnesses, shall have the right of cross-examination and may present documentary and demonstrative evidence.

### **E. Recommendation of Hearing Officer**

If a Hearing Officer is appointed by the MCWD Board of Directors a non-binding advisory opinion or recommendation shall be presented in writing to the MCWD Board as soon as possible after the hearing is complete.

The advisory opinion shall include recommended findings of fact, a recommended decision on the merits of discipline, and may include recommendations to modify or reverse the disciplinary action. If the Hearing Officer is provided by the California Mediation and Conciliation Service, the Hearing Officer shall first attempt to mediate the question between the parties.

### **F. Decision of MCWD Board of Directors**

The decision of the MCWD Board of Directors shall designate express findings of the charges upon which the disciplinary action was based and may wholly reverse or affirm the disciplinary action imposed by the General Manager or modify the severity of the same.

### **G. Loss of Salary**

If the discipline action of the General Manager is wholly reversed by the MCWD Board of Directors, or the severity of discipline imposed is partially reversed, the appellant employee shall be entitled, upon the decision of the Directors or Hearing Officer, to complete or partial reinstatement, as the case may be, and shall be entitled to reimbursement from MCWD funds of that salary forfeited by virtue of that portion of the disciplinary action which was overruled by the MCWD Board of Directors.

### **H. Appeals of Decision**

The findings and decision of the MCWD Board of Directors on appeal shall be final and conclusive on all parties, and not subject to the grievance procedures provided for in this contract.

## **ARTICLE 21: INTRODUCTORY PERIOD FOR NEW OR NEWLY PROMOTED EMPLOYEES**

- A. New Employees: New employees shall be subject to an introductory period of twelve (12) months. New employees in their introductory period are considered at-will employees.

The introductory period may be extended no more than six (6) months by the General Manager pending qualifications, demonstration of work habits and performance on the job.

Introductory employees may be considered for a new position in another classification. If an employee is promoted during this period, the Introductory Period begins anew with the date of appointment to the new position.

An introductory employee may be released at any time that their performance is determined unsatisfactory and therefore unsuitable for permanent assignment.

- B. Newly Promoted Employees: A newly promoted employee will serve an introductory period of six (6) months. If during that time, the employee is not satisfactorily performing the duties of their new position, the employee will be placed back into their previous position if it is still available.

## **ARTICLE 22: PERSONNEL RECORDS**

The MCWD and Union agree that personnel records are not subject to public inspection.

All Personnel records are and remain the property of MCWD.

Employees shall have the right to inspect, review and receive a copy of any official record relating to their performance as an employee which is kept or maintained by MCWD.

When any comment adverse to an employee's interest is entered in their official personnel records, the employee shall have the opportunity to read and receive a copy of the adverse entry.

An employee, or staff representative of the Union with prior written consent of the employee, may upon request inspect that employee's personnel file during regular business hours by appointment.

The HR/Risk Administrator shall keep the official personnel records of all employees.

Notwithstanding any other provision of this item, MCWD and the Union agree that an employee is not entitled to inspect or review such documents as reference letters, records pertaining to investigation of a possible criminal offense, or material designated confidential by law.

### **ARTICLE 23: POSTING POSITIONS**

The District agrees to post in-house for five (5) workdays, before recruiting externally, when they intend to fill new or existing or permanent positions authorized by the Board. Additionally, the District shall provide the Union steward or designee with a copy of the posting prior to the date of the internal posting. This provision does not apply when recruiting temporary, interim or term Personnel. The District shall encourage unsuccessful internal candidates to receive confidential career counseling from District Supervisory Personnel as feedback for professional development and preparation for future opportunities.

### **ARTICLE 24: NO STRIKE/NO LOCKOUT**

The parties to this MOU recognize and acknowledge that the services performed by MCWD employees are essential to the public. The Union agrees that under no circumstances will the Union 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, sick-out, slow-down, or picketing (hereinafter collectively referred to as work-stoppage), nor to curtail any work or restrict any production, or interfere with any operation of MCWD during the term of this agreement. In the event of any such work-stoppage by any member of the bargaining unit, MCWD 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.

In the event of any work-stoppage, during the term of this Memorandum of Understanding, whether by the Union or by any member of the bargaining unit, the Union, by its officers, shall immediately declare in writing and publicize that such work-stoppage is illegal and unauthorized and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon MCWD in

the event of any work-stoppage the Union promptly and in good faith performs the obligations of this paragraph and providing the Union had not otherwise authorized such work-stoppage, the Union shall not be liable for any damages caused by the violation of this provision. MCWD shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work-stoppage activity herein prohibited, and MCWD shall also have the right to seek full legal redress, including damages, as against any such employee, as long as not in violation of their rights under the United States Law or Constitution or the California State Law or Constitution.

In turn, the MCWD agrees not to lock out any employee during the term of this Memorandum of Understanding.

#### **ARTICLE 25: SEVERABILITY**

If any section, subsection, paragraph, clause or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Agreement, it being hereby expressly declared that this document, each section, subsection, paragraph, sentence, clause and phrase thereof, would have been adopted irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

#### **ARTICLE 26: FULL UNDERSTANDING, MODIFICATION WAIVER**

It is intended that this Agreement 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.

Existing matters within the scope of representation which are not referenced in this Memorandum of Understanding, and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process. MCWD assures the Union that unless changes are warranted by operational necessity, it does not intend, nor does it anticipate, during the term of this Memorandum of Understanding any change, modification or cancellation of wages, hours and working conditions which are subject to meet and confer and which are presently in effect or contained in this Memorandum of Understanding.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights, and agrees that the other shall not be required, although they may mutually agree otherwise, to negotiate with respect to any subject or matter covered herein or with respect to any other matter within the scope of negotiations, during the term of this Memorandum of Understanding.

Any agreement, alteration, understanding, variation, waiver or modification of any of the

terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the MCWD's Board of Directors.

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 27: REOPENER**

During the term of this agreement, the parties agree to meet and confer, by December 1, 2023, regarding the title, range, and stratification of the executive team (District Engineer, Director of Administrative Services, O&M Manager, Water Resources Manager).

THIS MEMORANDUM OF UNDERSTANDING ENTERED INTO THIS 21<sup>st</sup> DAY of August 2023.

MANAGEMENT AND CONFIDENTIAL  
UNIT, TEAMSTERS, LOCAL 890

MARINA COAST WATER DISTRICT

  
\_\_\_\_\_  
Paula Riso, Bargaining Committee

  
\_\_\_\_\_  
President, MCWD Board of Directors

  
\_\_\_\_\_  
Antonio Camacho  
Union Representative

  
\_\_\_\_\_  
Vice President, Board of Directors

  
\_\_\_\_\_  
General Manager

APPENDIX A  
MARINA COAST WATER DISTRICT  
LIST OF CLASSIFICATIONS

Associate Engineer  
Director of Administrative Services  
Director of Finance  
District Engineer  
Executive Assistant to the GM/Board  
IT Administrator  
Operations and Maintenance Manager  
Project Manager  
Senior Engineer  
Water Conservation Coordinator  
Water Quality Manager  
Water Resources Manager