

# FINAL MEMORANDUM OF UNDERSTANDING

BETWEEN



UNION PUBLIC UTILITY DISTRICT

AND



SEIU LOCAL 1021

EFFECTIVE THROUGH JUNE 30, 2028

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## SECTION 1

### Term

#### **SECTION 1**

##### Term:

The Term of the Memorandum of Understanding (MOU) is upon ratification by the bargaining unit members at the District and the Board of Directors through June 30, 2028.

During the term of this MOU, the terms and conditions contained herein shall remain in full force and effect and may not be unilaterally modified by either party, except as required by state or federal law, executive order, or judicial mandate. In such cases, the District shall notify the Union and, upon request, meet and confer regarding the impact of the mandated change.

In the event this MOU expires without a successor agreement in place, all wages, hours, and other terms and conditions of employment shall continue in effect to the extent required by law, until a new agreement is reached or the District lawfully implements changes following completion of impasse procedures, including factfinding, pursuant to Government Code § 3505.7.

Nothing in this MOU shall be construed to limit the District's authority to take immediate action in response to a declared federal, state, or local emergency, or to comply with legal obligations necessary to preserve public health, safety, or essential operations. The District shall notify the Union as soon as practicable and, upon request, meet and confer over the effects of such actions.

## SECTION 2

### Recognition

#### **SECTION 2**

##### Recognition:

The District recognizes SEIU Local 1021 (hereinafter the "Union") as the exclusive bargaining representative for all full-time and part-time positions listed below (the "Bargaining Unit"):

- Water Distribution/Treatment Operator in Training
- Water Distribution/Treatment Operator I
- Water Distribution/Treatment Operator II
- Water Distribution/Treatment Operator III

The District retains the right to establish new classifications as needed. If the District creates a new classification that performs duties substantially similar to, or that shares a community of interest with existing bargaining unit positions, the District will notify the Union.

The District shall meet and confer with the Union regarding placement into the bargaining unit in accordance with District rules, applicable law, including Government Code § 3507.1 and relevant PERB precedent. Nothing in this section waives the Union's right to file a unit-modification petition with PERB.

## SECTION 3

### District Rights

#### SECTION 3

##### DISTRICT RIGHTS:

The District retains all rights to manage, direct, and control its operations in all respects, except as such rights are expressly and specifically modified by the terms of this Agreement or any subsequent amendment thereto. These rights include, but are not limited to, the following:

**3.1** To determine the merits, nature, extent, or organization of any service or activity conducted, and to determine and implement its public functions and responsibilities.

**3.2** To direct employees of the District.

**3.3** To hire, promote, transfer, and temporarily or permanently assign employees.

**3.4** To lay off employees when deemed necessary due to lack of work, lack of funds, reorganization, or other legitimate operational needs.

**3.6** To demote, suspend, or discharge employees for cause.

**3.7** To determine the District's budget, the number of employees, the level of staffing, the organizational structure, and the methods, processes, and technology required to perform its work.

**3.8** To take whatever action may be appropriate to carry out its mission in situations of emergency.

**3.9** To contract or subcontract construction, services, maintenance, distribution, or any other work with outside public or private entities.

**3.10** The right to adopt, modify, or repeal reasonable rules, regulations, and policies as it deems necessary for the efficient and effective operation of the District, consistent with this Agreement and applicable law.

(a) Management-Right Decisions (Decision Not Negotiable; Impacts Negotiable)

Decisions that concern subjects such as the District's mission, organization, staffing patterns, service levels, programs, methods of operation, or the location or relocation of work are inherent management rights and are not subject to negotiation.

For such decisions, the District shall provide the Union with reasonable advance written notice. Upon timely request, the District will meet and confer in good faith over the reasonably foreseeable impacts of the decision on wages, hours, or other terms and conditions of employment, as required by the Meyers-Milias-Brown Act. Impasse procedures apply only to negotiable impacts.

(b) Mandatory Subjects of Bargaining (Decision and Impacts Negotiable)

If a proposed rule, regulation, or policy change directly concerns wages, hours, or other mandatory subjects of bargaining including but not limited to minimum qualifications, required licenses or certifications, work schedules, or compensation related matters the District shall meet and confer in good faith over the decision and its impacts prior to implementation. Such changes shall not be implemented until bargaining is completed or the parties have reached lawful impasse in accordance with the MMBA and applicable PERB precedent.

3.11 Nothing in this Agreement shall prevent the District from implementing changes required by federal, state, or local law, regulation, or court decision. The District will meet and confer over negotiable impacts to the extent required by law.

## SECTION 4

### Union Rights

#### SECTION 4

##### Union Rights:

- A. **Union Communications:** The Union shall have the use of one bulletin board per District location for the posting of Union information. The Union Representative or designated employee will maintain the board(s). The Union shall also have the right and ability to send email communications to designated Union Stewards for the purposes of communicating information.
- B. **Use of Facilities:** The Union shall be afforded the use, without charge, of District meeting rooms at reasonable times for Union matters. The use of rooms shall not interfere with the business of the District.
- C. **Union Negotiating Representatives:** The District shall allow for up to one (1) employee paid release time for formal negotiations with the District for the purposes of negotiating a Memorandum of Understanding and any successor agreements. Release time shall include a minimum of 1 hour before and 1 hour after each mutually agreed upon negotiation session. The Union will notify the District in writing the name of the employee who will participate.
- D. **Shop Stewards:** The District recognizes the right of the Union to select one (1) Union Steward. The Union will notify the District in writing of who this employee is and also when changes to the list occur. Shop Stewards will obtain permission, whenever practicable, from their immediate supervisor prior to conducting Union business while on duty. **Right to Representation:** All members of the SEIU bargaining unit have the right to the presence and representation of a Shop Steward or Union Field Representative in all investigative meetings which could lead to discipline.
- E. **Access of Union Representatives:** Field staff employed by SEIU 1021 shall be permitted to visit all properties where employees of the bargaining unit perform work for the purpose of observing conditions under which employees are working. Such visits will not unduly interrupt or disrupt normal working operations. Union Representatives shall schedule workplace visits in advance with the District's General Manager or designee. Upon arrival, a shop steward or other bargaining unit member may be assigned to escort the Union

Representative during the visit. Joint Labor Management Committee: Upon request by either the District or the Union, Joint Labor meetings will be held.

- F. Dues Deductions: Each pay period, the Employer shall send to SEIU Local 1021, a list of all employees in the bargaining unit as provided by payroll: first name, middle initial, last name, employee hire date, employee job title, work status (full time, part time, hourly seasonal, etc) compensation rate, gross base pay, date of employment, employee number, department, worksite address and breakdown of each amount remitted (ie, Dues, COPE, Supplementary Benefits, etc). This information shall be sent in Excel format to MembershipDepartment@seiu1021.org

Each pay period the Union shall provide the employer with an Authorized Deduction Report which includes bargaining unit members who have authorized the deduction of Union dues, COPE and other deductions and the deduction amounts.

The Employer shall make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union via Automated Clearing House (ACH) or Electronic Funds Transfer (EFT) within five (5) business days of each payday.

- G. Committee on Political Education (COPE) : Employees may make voluntary contributions to the Union's political action committees. The employer shall make the deduction of the voluntary contribution in the same manner as the dues deduction process above.

Every pay period the Union will notify the employer with a list of employees and the appropriate deduction amount on the same Authorized Deduction Report as above of the employees who have signed an authorization for the COPE deduction.

Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union and the Union shall transmit such notice of cancellation to the Employers by the next full pay period cycle.

- H. Indemnification: The Union shall indemnify and hold the Employer, its officers, and employees, harmless from any and all claims, demands, suits, or any other

action including all court or arbitration costs arising from the provisions of this section.

Requests to authorize the start of or change to dues or other deductions covered in this section, or to change status regarding such dues or other deductions, shall be directed to the Union designee rather than to District. District shall not process any dues, COPE, or other change requests that may come directly from an employee in the bargaining unit but agrees to forward such request to the Union designee.

## SECTION 5

### Bargaining Unit Work

#### SECTION 5

##### Bargaining Unit Work:

Bargaining Unit work is work that is defined as being in the job descriptions of the Bargaining Unit classifications. The parties recognize the District's right to contract out work. However, contracting out shall not be used to erode the bargaining unit or diminish opportunities for bargaining unit employees. In no event shall contracting out result in the layoff, displacement of any current bargaining unit member.

Prior to contracting out any work that is regularly, customarily, or historically performed by bargaining unit employees, the District shall provide the Union with written notice no less than 30 days in advance of the proposed action.

- Upon request, the District shall meet and confer with the Union regarding the scope of work, the reasons for contracting out, and any potential impacts on bargaining unit employees.

The District shall make a good-faith effort to explore and consider alternatives proposed by the Union, including training, reassignments, overtime, reclassification, or hiring additional staff. Contracting out of bargaining unit work may occur for reasons including, but not limited to:

- Temporary workload increases or bona fide short-term staffing shortages
- Specialized expertise, equipment, or technology not reasonably available within the bargaining unit
- Cost efficiency or operational necessity
- Emergencies or urgent operational needs where delay would cause significant harm or risk

In all cases, contracting out shall be limited to the minimum duration and scope necessary to address the identified need.

Contracting out shall not be used to avoid hiring bargaining unit employees into permanent positions or to circumvent negotiated wages, benefits, or working conditions. Whenever feasible, the District shall provide opportunities for current employees to receive training or upskilling to perform work that would otherwise be contracted out.

This clause shall not be construed to limit the District's right to determine the methods, means, and personnel by which operations are conducted, provided that such decisions are consistent with the protections and obligations described above.

## SECTION 6

### Employee Handbook/District Policies

#### **SECTION 6**

Employee Handbook/District Policies:

District policies, procedures, and the Employee Handbook shall remain distinct from this MOU. Where there are discrepancies between the two, the language of the MOU shall be the controlling language.

The District agrees to notify the Union of any proposed changes to the Employee Handbook, District Policies, or Procedures that materially affect wages, hours, or working conditions in accordance with the Meyers-Milias Brown Act. 15 days advance notice shall be provided prior to implementation to allow the Union reasonable time to review the proposal and prepare any requests to meet and confer. Upon request, the District will meet and confer with the Union prior to implementation of such changes .

In the event of a bona fide emergency that requires immediate action affecting wages, hours, or working conditions, the District may implement necessary changes without prior meet and confer. The District shall notify the Union as soon as practicable and, upon request, meet and confer over the effects of the change.

For purposes of this provision, an emergency is defined as a sudden, unforeseen situation requiring immediate action to preserve public safety, protect property, or maintain essential operations. This clause shall not be construed to waive the Union's right to bargain over the decision or its effects when time permits.

## SECTION 7

### New Employee Orientation

#### SECTION 7

Union Participation in New Hire Orientation (AB 119):

The District shall provide the Union with at least ten (10) days' advance notice of any scheduled new hire orientation, including the date, time, and location.

The District shall authorize up to thirty (30) minutes of paid release time for one (1) Union representative to meet with new employees during the orientation, without loss of compensation to the employee or the Union representative. This session shall occur during regular working hours and without the presence of management. In cases where ten (10) days' notice is not feasible due to operational need, the District shall notify the Union as soon as practicable and a makeup Union session will be scheduled.

The District shall make reasonable efforts to schedule the union orientation within the first seven (7) calendar days of hire. If an employee is unable to attend, the District will coordinate with the Union to offer a makeup session during regular working hours.

To the extent that the information is available on file, the District shall provide to the Union:

(1) name;

(2) job title;

(3) department;

(4) work location;

(5) work telephone number;

{6} home telephone number;

(7) personal cellular phone number;

{8} personal email address;

and {9} home address of any new employee in the bargaining unit within thirty {30} days of hire.

The District shall also provide a list of this information for all bargaining unit employees at least every one hundred twenty (120) days, as required by Government Code § 3558.

## SECTION 8

### Probation Period

#### SECTION 8

##### A. Probation Period:

New full-time employees will be eligible for health, dental, vision, retirement, sick leave, and vacation benefits from their start date.

All new employees will undergo a twelve (12) month probationary period upon starting employment. This period serves as a performance evaluation phase to assess the employee's suitability for continued employment with Union Public Utility District and shall be considered an extension of the examination process

During the probationary period, employees are expected to meet performance standards and fulfill the duties outlined in their job description.

Employees who meet performance expectations and successfully complete their probationary period by the end of the twelve (12) months will be considered to have passed probation.

Upon successful completion, employees will transition to regular employment status with the District.

The District reserves the right to extend the probationary period based on performance concerns or other factors relevant to job performance. Any extension shall not exceed six (6) months and shall be for a defined period. In no event shall the total probationary period exceed 18 months from the original date of hire.

If an employee fails to meet performance expectations or fails their probationary evaluation, the agency may terminate employment at any time during the probationary period without further notice or cause.

##### B. Probation due to Promotion or Transfer:

Employees promoted to a position with a higher wage range will enter the range at either step A of the new range or at the nearest step that results in a 5% increase over the employee's prior rate of pay, whichever is greater. Bargaining Unit employees who are transferred or promoted to a new job classification will serve a twelve (12) month period of probation.

## SECTION 9

### Performance Evaluations

#### **SECTION 9**

##### Performance Evaluations:

During an employee's probationary period, the employee shall receive at least one written evaluation at or near the midpoint of the probationary period, and a second evaluation prior to completion of probation. Additional evaluations may be conducted at the discretion of the supervisor.

The District Supervisor or designee shall conduct a scheduled performance review of each field employee prior to the merit advancement date.

Performance evaluations shall be in writing on forms approved by the Personnel Committee and the Union. The evaluation shall provide recognition for effective performance and, where applicable, identify areas that need improvement. In addition to providing scaled scores in each performance and characteristic category, the evaluator will also provide a narrative explanation of the reason for each score. A performance evaluation that identifies deficiencies shall include a plan for improvement.

The performance evaluation shall be signed by the evaluator and shall be discussed with the employee. The employee will be provided an opportunity to prepare a written response to the evaluation that will be attached to the evaluation for inclusion in his/her personnel file.

Unscheduled performance evaluations may be made at the discretion of the Direct Supervisor or District Manager at any time.

## SECTION 10

### Posting of Vacant Positions

#### **SECTION 10**

##### Posting of Vacant Positions:

The District shall post any newly created or newly vacant positions within the bargaining unit for a period of three (3) days. After that period, the District may post the position publicly for the purposes of receiving applications to fill the position.

In the event of an entry level position, internal posting will be concurrent with public posting.

## SECTION 11

### Out of Class Pay

#### SECTION 11

##### Temporary Upgrade Assignments

###### Definition:

A Temporary Upgrade Assignment occurs when an employee is formally appointed to perform the full range of duties of a higher classification that is vacant or temporarily unoccupied.

###### Eligibility Requirements

A Temporary Upgrade Assignment must meet all of the following conditions:

- The assignment is made by the General Manager.
- The employee is performing the full scope of duties of the higher classification.
- The assignment is expected to exceed five (5) consecutive working days.
- The assignment is documented in writing and approved in advance by the General Manager.

###### Compensation

Employees appointed to a Temporary Upgrade Assignment shall receive the greater of:

- 5% above their base salary, or
- The lowest step of the higher classification, for the duration of the assignment.

###### CalPERS Compliance and Pensionability

Temporary Upgrade Assignments shall comply with CalPERS rules governing out-of-class appointments, including:

- The employee must perform the full range of duties of the higher classification; and
- Total out-of-class hours shall not exceed 960 hours per fiscal year.

Compensation for Temporary Upgrade Assignments is reportable to CalPERS as pensionable special compensation, consistent with CalPERS regulations, provided all statutory and regulatory requirements are met.

#### Duration and End of Assignment:

Upgrade pay applies only for the period during which the employee performs the full range of duties of the higher classification. Upon conclusion of the assignment, the employee returns to their regular classification and rate of pay.

#### Exclusions

Temporary Upgrade Assignments do not include:

- Assignments involving only partial duties of a higher classification.
  - Incidental or short-term tasks performed in addition to the employee's regular duties.
  - Assignments lasting fewer than five (5) consecutive working days.
- 

#### Out-of-Class Work

##### Definition:

Out-of-Class Work occurs when an employee is temporarily directed to perform a majority of, but not all, duties of a higher classification, or when the assignment is short-term, incidental, or operational in nature.

##### Eligibility Requirements

Out-of-Class Work must meet all of the following conditions:

- The assignment is made by a the General Manager or designee.
- The employee is performing duties outside their classification that are not the full range of duties of the higher classification.
- The assignment exceeds five (5) consecutive working days.

##### Compensation:

Employees performing Out-of-Class Work that meets the thresholds above shall receive a 5% differential for the qualifying period only.

##### Pensionability:

Compensation for Out-of-Class Work is not reportable to CalPERS as pensionable compensation, because the employee is not performing the full range of duties of the higher classification and the assignment does not meet the requirements for a CalPERS-qualifying out-of-class appointment.

##### Duration and End of Assignment:

Out-of-Class pay ceases immediately upon completion of the assignment. The employee returns to their regular duties and rate of pay.

## Exclusions

Out-of-Class pay does not apply to:

- Assignments that do not require duties outside the employee's current classification.
- Assignments lasting fewer than 5 days.
- Temporary, incidental, or occasional tasks performed in addition to regular duties.
- Situations where the employee is not performing a meaningful portion of higher-level duties.

## SECTION 12

### Hours of Work and Overtime

#### SECTION 12

#### Hours of Work and Overtime:

##### 1. Workweek and Work Schedules

1.1 The District's workweek is Sunday 12:01 a.m. through Saturday 12:00 midnight.

1.2 Work schedules, including start and end times, meal periods, rest breaks, and permanent or temporary schedule changes, shall be established and modified by management based on operational needs.

1.3 Employees may be assigned to a 9/80 schedule or other schedule as approved by the District.

1.4 Work schedules shall not be changed as a form of discipline; however, employees on a performance improvement plan, under investigation, or requiring additional oversight may be assigned to work alongside other staff or on modified schedules to ensure safe and effective operations.

1.5 Nothing in this section guarantees any employee a fixed or permanent schedule.

##### 2. Overtime Eligibility and Calculation

2.1 Overtime for non-exempt employees shall be paid in accordance with the Fair Labor Standards Act (FLSA) and California law.

2.2 Overtime must be authorized in advance by management except in emergencies.

Field staff earn overtime at one and one-half (1.5) times their regular rate for:

- hours worked beyond their approved daily work schedule (e.g., beyond 9 hours on a 9-hour day or beyond 8 hours on the 8-hour day of the 9/80 schedule); or
- hours worked over forty (40) in a workweek.

##### 3. Call-Back Pay

Employees called back to work outside their regular schedule due to an emergency shall receive a minimum of two (2) hours at the overtime rate.

##### 4. Compensatory Time Off (Comp Time)

4.1 Employees may elect compensatory time off in lieu of paid overtime, at the rate of one and one-half (1.5) hours for each overtime hour worked, consistent with the FLSA.

4.2 Comp time may accrue up to a maximum of forty (40) hours.

4.3 Comp time balances shall be used or cashed out at the end of each fiscal year at the rate the overtime was earned.

4.4 Use of comp time requires manager approval based on operational needs.

## 5. Meal and Rest Periods

5.1 Meal and rest periods shall be provided in accordance with California law.

5.2 Meal and rest periods may be adjusted or interrupted as necessary to respond to emergencies or operational needs.

## 6. Administration

6.1 The District retains the exclusive right to assign work, determine staffing levels, set and modify work schedules, approve or deny overtime, and determine when emergency or after-hours work is required.

6.2 Nothing in this section limits the District's right to implement changes required by federal or state law; the District will meet and confer over negotiable impacts to the extent required by the MMBA.

## SECTION 13

### Layoff

#### **SECTION 13**

##### 1. Management Authority

1.1 The District retains the exclusive right to determine when a layoff is necessary due to lack of work, lack of funds, reorganization, or other legitimate operational needs.

1.2 The District retains the exclusive right to determine the timing of layoffs, the classifications affected, and the number of positions to be reduced.

##### 2. Order of Layoff

2.1 Layoffs shall be made by classification, taking into consideration the operational needs of the District, including required licensure, skills, qualifications, performance, and the employee's overall ability to perform the essential duties of the position.

2.2 Among employees who meet the operational needs of the District, layoffs shall occur in inverse order of District seniority within the affected classification.

2.3 Probationary employees in the affected classification shall be laid off before regular employees.

##### 3. No Bumping

3.1 Due to the District's small size and operational structure, bumping into other classifications is not permitted, unless required by law.

3.2 An employee may only move into a position within their current department if:

- the employee is fully qualified and able to perform the essential duties immediately,
- the employee possesses all required licenses, certifications, and skills, and

- the employee has actually worked in that position within the last twenty-four (24) months.

3.3 Nothing in this section requires the District to place an employee into a position for which the employee does not meet minimum qualifications or cannot safely and competently perform the essential functions.

#### 4. Reemployment List

4.1 Employees laid off from a classification shall be placed on a reemployment list for that classification for twelve (12) months from the date of layoff.

4.2 Reemployment shall be in order of District seniority only if the employee continues to meet all required licenses, certifications, qualifications, and essential job requirements at the time of recall.

4.3 The District may bypass an individual on the reemployment list who no longer meets minimum qualifications or who cannot perform the essential duties of the position.

4.4 The District is not required to create or fill any vacancy.

#### 5. Notice

5.1 The District will provide affected employees with written notice of layoff as early as practicable and no less than the fifteen (15) calendar days.

#### 6. Meet and Confer

6.1 Fifteen (15) calendar days prior to issuing any layoff notices, the District shall notify the union in writing of the proposed layoffs. Such notice will identify the proposed layoffs by department and by classification. Upon the union's written request, the District will meet and confer with the union regarding the effects of the proposed layoffs and will consider any proposals advanced by the union regarding those effects.

#### 7. Severance

7.1 No severance pay is provided unless required by law or specifically approved by the Board of Directors in a particular layoff action.

## 8. Finality of Decision

8.1 The District's decision to implement a layoff is a management right and is not subject to grievance or arbitration.

8.2 The District will meet and confer over negotiable impacts of a layoff decision to the extent required by the MMBA.

## SECTION 14

### Vacation

#### **SECTION 14**

#### **Vacation**

The District recognizes the need for employees to have time away from work for personal rest and relaxation.

It is the policy of the District that employees take vacation every year. Accrued vacation days may be used as single days or multiple days.

A full-time, permanent employee will accrue 6.66 hours of vacation time per month, through their second (2nd) year of employment. This rate of accrual equals 80 hours (2 weeks) per year.

A full-time, permanent employee will accrue 10 hours of vacation time per month beginning on their (3rd) year anniversary through their seventh (7th) year of employment. This rate of accrual equals 120 hours (3 weeks) per year.

A full-time, permanent employee will accrue 13.33 hours of vacation time per month beginning on their eighth (8th) year anniversary through their nineteenth (19th) year of employment. This rate of accrual equals 160 hours (4 weeks) per year.

A full-time, permanent employee will accrue 16.67 hours of vacation time per month beginning on their twentieth (20th) year anniversary and above. This rate of accrual equals 200 hours (5 weeks) per year.

Full-time, permanent employees will accrue vacation at the following rates:

Years of service	Hours per month	Hours per year	Weeks per year
1-2	6.66	80	2
3-7	10	120	3
8-19	13.33	160	4
20 +	16.67	200	5

Vacation time may be used for vacation, and personal business, and must be approved by the general manager at least 24 hours in advance. You are expected to receive managerial approval prior to taking any vacation time. Requests will not be unreasonably denied.

In the event a holiday falls during an employee's vacation the employee shall receive an additional day off at the employee's regular rate of pay.

Vacation time may be taken after ample notice is given to the Manager and that vacation time does not conflict or interfere with normal emergency work schedules. When two or more vacations are in conflict, preference shall be determined by seniority.

In the event an employee is terminated, resigns with notice or for other reasons leaves the employment of the District, the employee shall be entitled to receive payment for vacation accrued and not taken. No employee shall receive any payment in lieu of vacation while in the employment of the District, without the approval of the Board of Directors. Such requests must be in writing to the Board of Directors and will be considered on an individual basis.

Vacation will be capped at 400 hours. Payout of any excess accruals over the maximum amount allowed shall be paid to the employee at the end of the calendar year. Such payout shall be calculated at the employee's regular rate of pay in effect on the last day of the calendar year, and will be issued in the first payroll cycle of the following calendar year.

Part time and temporary employees are not eligible for vacation pay, paid holidays or compensatory time.

\*Continuous service means employment with the District without any break or interruption. Resignation, dismissal, leave of absence without pay, or any lay-off for lack of work, lack of funds, or abolishment of a position shall be construed as a break in service.

## SECTION 15

### Holidays

#### SECTION 15

##### Holidays:

This policy shall apply to all full-time employees. Part-time and temporary employees are not eligible for holiday pay.

The following days shall be recognized and observed as paid holidays:

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Juneteenth	June 19
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving Day
Christmas Eve	December 24
Christmas Day	December 25

One floating holiday, granted to full-time employees. Employees who do not use the floating holiday time accrued by the end of the year will forfeit the time off.
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All regular work shall be suspended, and employees shall receive one day's pay for each of the holidays listed above. An employee is eligible for any paid holiday if they work the day before and the day after said holiday. Eligibility is also granted if the employee was on vacation or had notified their immediate supervisor and received permission to be absent from work on that specific day or days.

Whenever a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When an employee is taking an authorized leave with pay and a holiday occurs, said holiday shall not be charged against said leave with pay.

If any non-exempt employee works on any of the holidays listed above, they shall, in addition to their holiday pay, be paid for all hours worked at the rate of time and one-half

their regular rate of pay, or as otherwise specified under Section 12, "Hours of Work and Overtime."

If a holiday falls on the regular day off, the employee will receive eight (8) hours of holiday pay, regardless of whether they are on a nine (9) or ten (10) hour schedule. The remaining one (1) or two (2) hours may be made up through the use of accrued vacation, compensatory time, or by working additional hours during the same workweek, as approved by the supervisor.

## SECTION 16

### Additional Leaves

#### **SECTION 16**

##### Additional Leaves:

##### **A. Sick Leave:**

###### 1. Accrual

- 1.1 Full-time employees shall accrue sick leave at the rate of eight (8) hours per month of paid service.
- 1.2 Sick leave shall accrue without maximum and shall be reflected on the employee's regular pay record.
- 1.3 Upon retirement, unused sick leave shall be applied toward CalPERS service credit in accordance with CalPERS law.

###### 2. Part-Time and Temporary Employees

- 2.1 Part-time and temporary employees shall receive paid sick leave in accordance with California's Paid Sick Leave law (Labor Code §§ 245–249), currently five (5) days or forty (40) hours per year of employment.
- 2.2 Accrued and unused paid sick leave shall be reinstated for employees rehired within one (1) year, as required by law.

###### 3. Permitted Uses

- 3.1 Employees may use sick leave for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, themselves or a family member, as defined by state law.
- 3.2 Sick leave may also be used for reasons related to domestic violence, sexual assault, or stalking, as required by law.
- 3.3 Sick leave is not a substitute for vacation and shall be used only for authorized purposes.

###### 4. Notification

- 4.1 Employees shall notify their supervisor of an absence prior to the start of the shift, or as soon as practicable in an emergency.
- 4.2 Employees shall keep the District informed of their anticipated return-to-work date

###### 5. Verification

5.1 When permitted by law, the District may require reasonable verification of the need for sick leave, including a statement from a licensed health-care provider.

5.2 Verification may be required when:

- an employee is absent for more than three (3) consecutive workdays,
- a pattern of questionable usage exists, or
- the District has a reasonable basis to believe sick leave is being abused.

5.3 Employees may be required to provide a release to return to work when necessary to ensure workplace safety.

## 6. Exhaustion of Sick Leave

6.1 If an employee exhausts all accrued sick leave, the District may authorize the use of vacation leave for illness or injury.

6.2 Employees with no available leave shall be in unpaid status for time not worked.

## 7. Administration

7.1 The District retains the right to administer, manage, and enforce sick-leave usage, verification, and documentation requirements consistent with this Agreement and applicable law.

7.2 Nothing in this section shall limit the District's right to adopt or modify policies necessary to comply with changes in federal, state, or local law. The District will meet and confer over negotiable impacts to the extent required by law.

## **B. Family and Medical Leave:**

### 1. General Provisions

1.1 The District shall provide family and medical leave in accordance with the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and any other applicable federal or state law.

1.2 Nothing in this section expands employee rights beyond those required by law or existing District policy.

### 2. Eligibility

2.1 Employees are eligible for FMLA/CFRA leave if they have:

- completed twelve (12) months of District service (need not be consecutive), and

- worked at least 1,250 hours during the twelve (12) months preceding the start of leave.

2.2 Eligibility for Paid Family Leave (PFL) benefits is determined by the California Employment Development Department (EDD), not the District.

### 3. Leave Entitlement

3.1 Eligible employees may take up to twelve (12) workweeks of unpaid, job-protected leave in a twelve-month period for qualifying reasons under FMLA/CFRA, including:

- the birth, adoption, or foster placement of a child;
- care for a spouse, registered domestic partner, child, or parent with a serious health condition;
- the employee's own serious health condition;
- qualifying military exigencies as defined by law.

3.2 Employees may be required to use accrued paid leave (sick leave and/or vacation) concurrently with FMLA/CFRA leave, consistent with District policy and applicable law.

3.3 Paid leave may not be added to the end of the statutory leave period without District approval.

### 4. Paid Family Leave (PFL)

4.1 PFL is a wage-replacement benefit administered by the EDD and is not a separate leave entitlement.

4.2 PFL may run concurrently with FMLA/CFRA leave when applicable.

4.3 PFL does not require the District to provide paid time off, job protection beyond FMLA/CFRA, or continuation of benefits beyond what the law requires

### 5. Benefits During Leave

5.1 The District shall continue group health insurance coverage during FMLA/CFRA leave on the same terms as if the employee were actively working.

5.2 Employees remain responsible for their share of premium costs.

5.3 Employees do not accrue vacation, sick leave, or seniority during unpaid leave unless required by law.

### 6. Medical Certification and Verification

6.1 The District may require medical certification supporting the need for leave, consistent with FMLA/CFRA.

6.2 The District may require recertification, second opinions, or third opinions as permitted by law.

6.3 Employees may be required to provide a fitness-for-duty release before

returning to work when the leave was for the employee's own serious health condition.

## 7. Notice Requirements

7.1 Employees must provide 30 days' advance notice of foreseeable leave, or as much notice as practicable.

7.2 Employees must comply with District call-in procedures unless medically impossible.

## 8. Intermittent or Reduced-Schedule Leave

8.1 Intermittent or reduced-schedule leave may be taken when medically necessary and supported by certification.

8.2 When operationally feasible, the District may temporarily transfer the employee to an alternative position with equivalent pay and benefits that better accommodates intermittent leave.

## 9. Reinstatement

9.1 Upon return from FMLA/CFRA leave, employees shall be reinstated to the same or an equivalent position, consistent with applicable law.

9.2 Reinstatement rights do not apply to employees who would not otherwise have remained employed (e.g., layoff, end of appointment, or cause-based separation).

## 10. Administration

10.1 The District retains the right to administer, manage, and enforce all leave requirements consistent with this Agreement and applicable law.

10.2 Nothing in this section limits the District's right to implement changes required by federal or state law; the District will meet and confer over negotiable impacts to the extent required by the MMBA.

## C. Bereavement Leave

### 1. Entitlement

1.1 Probationary and regular full-time employees shall be granted three (3) days of paid bereavement leave for the death of an immediate family member.

1.2 Part-time employees may use up to three (3) days of accrued leave, or unpaid leave if no accruals are available.

### 2. Definition of Immediate Family

2.1 "Immediate family" means the employee's:

- spouse or registered domestic partner

- child, stepchild, or child of a domestic partner
- parent or stepparent
- sibling
- grandparent or grandchild
- parent-in-law
- any person for whom the employee is the current legal guardian or who is the employee's current legal dependent

### 3. Additional Leave

3.1 Employees may use up to two (2) additional days of accrued leave for bereavement purposes.

3.2 If no accrued leave is available, the employee may request unpaid leave.

### 4. Timing and Verification

4.1 Bereavement leave must generally be taken within three (3) months of the death and may be taken intermittently.

4.2 The District may require reasonable verification, such as a death certificate, obituary, or documentation from a funeral home.

4.3 Bereavement leave must be approved in advance when practicable.

## D. Reproductive Loss Leave (SB 848)

### 1. Eligibility

1.1 All employees (full-time, part-time, and probationary) are eligible after 30 days of employment, as required by law.

### 2. Covered Events

2.1 A "reproductive loss event" includes miscarriage, stillbirth, unsuccessful assisted reproduction, failed adoption, or failed surrogacy.

### 3. Eligible Individuals

3.1 Leave is available to the employee who experiences the loss and to any employee who would have become a parent as a result of the pregnancy, adoption, or surrogacy.

### 4. Leave Entitlement

- 4.1 Employees may take up to five (5) days of unpaid leave per reproductive loss event.
- 4.2 Employees may elect to use accrued paid leave during reproductive loss leave.
- 4.3 Total reproductive loss leave shall not exceed twenty (20) days in any twelve-month period, consistent with state law.

## 5. Timing

- 5.1 Leave must be taken within three (3) months of the reproductive loss event and may be taken intermittently.
- 5.2 If the employee is on FMLA, CFRA, PDL, or other protected leave, the three-month period begins after that leave ends.

## 6. Relationship to Other Leave

- 6.1 Reproductive loss leave is a separate statutory entitlement and does not run concurrently with FMLA, CFRA, or PDL unless required by law.

## 7. Documentation

- 7.1 Consistent with SB 848, the District shall not require documentation or verification of the reproductive loss event.

# E. Jury Duty

## 1. Entitlement

- 1.1 Probationary and regular employees summoned for jury duty shall be granted paid leave for the period of required service.

## 2. Employee Obligations

- 2.1 Employees must notify their supervisor immediately upon receiving a jury summons and must report their status each workday they are required to appear.
- 2.2 Employees must return to work for the remainder of the workday if released from jury duty with sufficient time to complete their shift.

## 3. Compensation

- 3.1 Employees must remit to the District any jury service compensation received, excluding mileage or travel reimbursement.
- 3.2 Failure to remit jury compensation may result in the leave being converted to unpaid leave.

## SECTION 17

### Health and Welfare

#### SECTION 17

##### Health and Welfare:

##### C. Health Insurance:

Benefits eligible employees are defined as full-time regular employees scheduled to work 30 or more hours per week. The District pays for 100% of the cost of health insurance for full-time eligible employees and their eligible dependents, as defined below:

- Legally married spouse
- CA registered domestic partner
- Employee, spouse or domestic partner's child under age 26 including natural child, stepchild, legally adopted child, child for whom the employee, spouse or domestic partner is the legal guardian.
- Employee, spouse or domestic partner's unmarried child who was enrolled before age 26 and is incapable of self-sustaining employment due to physical or mental condition. A physician must certify in writing within 60 days this condition and it is subject to carrier approval.
- Children eligible for coverage as a result of a valid qualified medical child support order.

For an eligible dependent to be enrolled in coverage, a copy of a marriage certificate, State of California Declaration of Domestic Partnership form (NP/SF DP-1), birth certificate, or other identifying paperwork is required. It is the employee's responsibility to notify the district in writing upon divorce, termination of domestic partnership, over-age dependent, or any event that changes the status of dependency. The benefits waiting period for full-time eligible employees and their eligible dependents is first of the month following date of hire. Part-time employees working less than 30 hours per week are not eligible for health insurance benefits under the current plan. All benefits eligible employees must

enroll in medical coverage. No waivers allowed. The scope of coverage and the portion of premiums to be paid by the District are subject to periodic review and revision by the Board of Directors and per ACWA JPIA's Employee Benefits Program participation requirements. The District proposes no changes during the term of this agreement. However, the District does not control medical insurance offerings in any way. The District agrees to meet and confer over the effects of any modifications to the scope of coverage, the level or allocation of premium contributions.

**D. Dental Insurance:**

The District pays for 100% of the cost of dental insurance for full-time eligible employees and their eligible dependents (defined in 16.A). The benefits waiting period is first of the month following date of hire. Part-time employees working less than 30 hours per week are not eligible for dental insurance benefits under the current plan. All benefits eligible employees and their eligible dependents must enroll in dental coverage. No waivers allowed. The scope of coverage and the portion of premiums to be paid by the District are subject to periodic review and revision by the Board of Directors and per ACWA JPIA's Employee Benefits Program participation requirements. The District proposes no changes during the term of this agreement. However, the District does not control dental insurance offerings in any way. The District agrees to meet and confer over the effects of any modifications to the scope of coverage, the level or allocation of premium contributions.

**E. Vision Insurance:**

The District pays for 100% of the cost of dental insurance for full-time eligible employees and their eligible dependents (defined in 16 A.). The benefits waiting period is first of the month following date of hire. Part-time employees working less than 30 hours per week are not eligible for dental insurance benefits under the current plan. All benefits eligible employees and their eligible dependents must enroll in dental coverage. No waivers allowed. The scope of coverage and

the portion of premiums to be paid by the District are subject to periodic review and revision by the Board of Directors and per ACWA JPIA's Employee Benefits Program participation requirements. The District proposes no changes during the term of this agreement. However, the District does not control dental insurance offerings in any way. The District agrees to meet and confer over the effects of any modifications to the scope of coverage, the level or allocation of premium contributions.

**F. Open Enrollment :**

A benefits eligible employee may change their benefit elections during annual Open Enrollment in the Fall. Election changes will be effective January 1st of the upcoming calendar year. Otherwise, changes to benefit elections may not be made unless the employee experiences a qualifying life event.

**G. Qualifying life events:**

Qualifying life events include marriage, divorce, birth or adoption of a child, loss or gain of other coverage, and loss of dependent eligibility among others. If you experience a qualifying life event and wish to make a change to your benefits, you must notify the District within 31 days of the event to make the change. Changes take effect on the first of the month following the life event. You then have 31 calendar days from the effective date of the coverage change to provide documentation of the qualifying event. Dependent verification documents, such as a marriage certificate for spouse or a birth certificate for child, must be provided for newly enrolled dependents. Coverage will not be effective until this documentation has been provided. If you do not complete your enrollment and provide documentation before this deadline, your next opportunity to make changes to your benefits will be during Open Enrollment with an effective date of January 1st of the next calendar year.

**H. Retirement Plan:**

Any full-time employee is required to join the Public Employees Retirement System (CalPERS) immediately upon hire per the CalPERS contract. Part-time and temporary employees are eligible once they meet the 1,000-hour threshold or if they are already CalPERS members. For Classic CalPERS members, the District shall contribute ten and nineteen one-hundredths percent (10.19%) and the employee shall contribute seven percent (7%) toward retirement. For PEPRA members, the District and the employee each pay 50% of the normal cost as determined by CalPERS annually. The current District contribution is seven and ninety-six one-hundredths percent (7.96%) and the employee contribution is seven and seventy-five one-hundredths percent (7.75%).

I. 457 Savings Plan:

District employees may elect to participate in the voluntary 457 Savings Plan. An amount determined by the employee may be deducted from the employee's regular paycheck on a pre-tax basis and invested in the 457 Plan approved by the District.

## SECTION 18

### Compensation

#### **SECTION 18**

##### Compensation:

###### A. Salary Schedule:

Employees will be paid according to the salary schedule shown in the attached Appendix (A). The salary schedule will consist of five (5) steps with five percent (5.0%) between steps. Employees may advance to the next step upon satisfactory performance and successful completion of the prior 12 months of service. The District retains discretion to delay step advancement for documented performance or conduct issues. . Any negotiated salary adjustments will be made to the first step in the salary range. Once adjusted, each subsequent step will be 5% more than the preceding step, through Step 5.

###### B. Salary Increase:

Effective July 1, 2026, all employees shall receive a Cost of Living Adjustment of three percent (3%) base salary.

Effective July 1, 2027, all employees shall receive a Cost of Living Adjustment of three percent (3%) base salary.

###### C. Compensation at Hiring:

Upon hire, employees will be paid at the first step of the salary schedule range for the classification to which the employees are appointed, unless the General Manager authorizes an appointment at an advanced step of the salary schedule based on the applicant's experience, qualifications, and the District's operational needs.

###### D. Longevity Pay:

Employees will receive longevity pay as follows:

1. The completion of 10 years of continuous service will receive an additional two and a half percent (2.5%) of their base rate of pay.
2. The completion of 15 years of continuous service will receive an additional five percent (5.0%) of their base rate of pay.
3. The completion of 20 years of continuous service will receive an additional seven and a half percent (7.5%) of their base rate of pay.

4. The completion of 25 years of continuous service will receive an additional ten percent (10.0%) of their base rate of pay.

E. Certifications:

The District will provide a one-time payment of \$500 for each Water Treatment or Water Distribution Certification acquired by an employee while actively employed:

1. Water Treatment Certification: TII, TIII,
2. Distribution Certification: DII,

Additionally, the District will grant a one-time payment of \$500 for each of the following certifications:

- Commercial driver's license (Class A or B)
- Cross Connection Control
- Backflow

Any other certifications pertinent to the employee's current role will also be considered for the one-time payment, pending prior written approval by the General Manager at their discretion.

Employees who maintain and utilize a backflow or cross connection control certificate will receive an additional two percent (2%) of their base rate of pay.

Employees who maintain and utilize a California Commercial Driver's License will receive an additional two percent (2%) of their base rate of pay. An employee cannot receive more than 4% combined certificate pay.

F. On-Call:

The Operations Manager shall maintain an on-call schedule assigning employees on a rotational basis to be available and on-call after regular working hours, including nights, weekends, and holidays. Cell phones are issued to field staff and will be kept in the on-call employee's possession during the entire on-call period.

When an employee is on-call, they must remain within the general District area, no more than 30 minutes' travel time from any District facility, and be accessible by telephone. Employees scheduled for on-call duty will be compensated \$50 per weekday and \$75 for weekends/holidays. If the employee must respond to work for an emergency, the pay rate is then changed to overtime pay (as per section 12 B)

G. Weekend Differential:

The shift differential will be \$1.00 per hour for weekend shifts.

For purposes of payment of shift differential, the following times shall apply:  
WEEKEND: any work shift that begins on or after 7:00 p.m. on Friday and before 8 p.m. on Monday.

H. Use of Personal Vehicle:

When an employee is authorized to use his/her personal vehicle in the performance of District work, he/she shall be reimbursed for the cost of said use on the basis of total miles driven and at the rate specified in the Internal Revenue Service Guidelines in effect at the time of said usage.

Use of personal vehicles shall not be authorized for the performance of District work if a suitable District vehicle is available and safely operational. Every attempt shall be made to coordinate work so that District vehicles are available and operational for the performance of said work.

Proof of adequate insurance coverage for collision, personal injury, and property damage shall be required by the District of any employee using a personal vehicle in the performance of District work.

I. Uniforms and Protective Clothing:

Staff will receive one (1) hat, five (5) shirts, and one (1) sweatshirt annually. The District will reimburse field staff for work boots, up to a maximum of \$250 per calendar year, upon proof of purchase and meeting all safety specification requirements. Rain gear will be reimbursed to field staff, up to a maximum of \$250 once every two calendar years, upon proof of purchase and meeting all safety specification requirements.

Receipts are required for reimbursement. There will be no carryover from one year to the next.

J. Training/Certifications:

The District will pay or reimburse the costs of special training, review classes, exam fees, license and certification fees, and professional association dues as deemed necessary and pre-approved by the General Manager. Training and certification reimbursement requires prior written approval and must directly support District operations.

## SECTION 19

### Grievance Procedure

#### **SECTION 19**

##### Grievance Procedures:

###### A. Definitions

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

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

###### B. Procedure for Resolution of Grievances

Step 1 - If an employee believes they have a grievance, the employee will submit in writing a grievance to their supervisor but no later than fourteen (14) calendar days from the time the employee became aware or should have known of the circumstances forming the basis for the grievance. The supervisor will have fourteen (14) calendar days to respond in writing to the grievant.

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

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

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

Step 3 – Mediation: If the grievance is not resolved in Step 2, the Union may, within fourteen (14) days of receipt of the General Manager's response, submit the grievance for mediation. The parties will then request a mediator from the State Mediation and Conciliation Service to hear the case. The mediator will hear the case and help the parties to resolve the grievance at this level.

#### Step 4 - Board Appeal

- a. If the grievance is not resolved in Step 3, the Union may, within fourteen (14) calendar days of mediation, submit the grievance to the Board of Directors. Upon receipt of an appeal, the Board shall determine how the grievance will be reviewed. The Board may, at its sole discretion, (1) hear the matter informally; (2) conduct a formal evidentiary hearing; or (3) refer the matter to an impartial hearing officer for an advisory recommendation to the Board. The Board shall consider the record, any presentations made, and any advisory recommendation (if applicable), and shall issue a written decision. The decision of the Board of Directors shall be final and binding.
- b. Employee's Right to Representation:  
Employees have the right to Union representation at all levels of the grievance procedure. The parties agree to exercise their best efforts to arrange grievance meetings and arbitration which accommodate the schedules of all participants.
- c. Mutual Agreement to Extend Timelines  
Any timeline established under this grievance procedure may be extended by mutual written agreement of the parties. Such extensions may be for any length of time deemed appropriate by the parties and shall not be unreasonably withheld. An approved extension shall not waive any other rights or obligations under this procedure.

SECTION 20  
Disciplinary Actions

**SECTION 20**

Disciplinary Procedure

1. Purpose

This procedure establishes the standards of conduct for District employees and outlines the process for administering disciplinary action when necessary to ensure the efficient and effective operation of the District.

2. Causes for Discipline

Disciplinary action may be taken for cause, including but not limited to:

- Violation of District rules, policies, or safety standards
- Insubordination or failure to follow lawful directives
- Inefficiency, incompetence, or unsatisfactory performance
- Excessive absenteeism, tardiness, or abuse of leave
- Dishonesty, fraud, or falsification of records
- Misconduct, including discourteous treatment of the public or coworkers
- Theft, misuse, or unauthorized use of District property
- Possession, use, or being under the influence of alcohol or controlled substances while on duty
- Violation of federal, state, or local law affecting employment
- Negligence or willful damage to District property
- Any conduct that adversely affects the District's operations, reputation, or the employee's ability to perform assigned duties

The above list is illustrative, not exhaustive.

### 3. Types of Discipline

Disciplinary action is categorized as Minor Discipline or Major Discipline.

#### 4.1 Minor Discipline

Minor discipline includes:

- Written reprimands
- Suspensions of five (5) working days or fewer

#### 4.2 Major Discipline

Major discipline includes:

- Suspensions of more than five (5) working days
- Demotion
- Termination

### 5. Pre-Disciplinary (Skelly) Process

Before imposing any suspension, demotion, or termination, the District shall provide:

1. Written Notice of Proposed Discipline, including the proposed action, the reasons, and the materials relied upon.
2. An opportunity for the employee to respond orally or in writing.
3. A Skelly meeting with the General Manager or designee.

The General Manager or designee shall consider the employee's response before issuing a final decision.

### 6. Appeals

#### 6.1 Minor Discipline

For Minor Discipline, the Skelly meeting with the General Manager or designee constitutes the employee's sole and final level of review.

No further appeal is available.

#### 6.2 Major Discipline

For Major Discipline, the employee may appeal the final disciplinary action as follows:

1. Step 1 – Skelly Review

Conducted by the General Manager or designee as described above.

2. Step 2 – Mediation

The employee may request Mediation within seven (7) calendar days of receiving the decision of the Skelly Officer. The parties will then request a mediator from the State Mediation and Conciliation Service to hear the case. The mediator will hear the case and make a recommendation to either resolve the issue by agreement or make a recommendation to the Board of Directors.

3. Step 3 – Appeal to the Board of Directors

- The employee may submit a written appeal within seven (7) calendar days of receiving the final notice of discipline or within seven (7) calendar days of receipt of the Mediator's recommendation to the Board of Directors.
- The Board shall hold a hearing, which may be conducted in closed session consistent with the Brown Act. Alternatively, the Board may, at its sole discretion refer the matter to an impartial hearing officer for an advisory recommendation to the Board. The Board shall consider the record, any recommendation by a Mediator, any presentations made, and any advisory recommendation (if applicable), and shall issue a written decision.
- The Board's decision shall be final and binding.

The Board may affirm, modify, or revoke the disciplinary action

7. Representation

Employees may be represented by a union representative or other person of their choosing at any stage of the disciplinary process.

8. Administrative Leave

The District may place an employee on paid administrative leave pending investigation or completion of the disciplinary process when necessary to protect District operations, employees, or the public.

## SECTION 21

### Full Understanding and Waiver

## **SECTION 21**

### FULL UNDERSTANDING, MODIFICATION AND WAIVER

A. Full Understanding:

It is intended that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or agreement by the parties, whether formal or informal, written or unwritten, regarding such matters are hereby superseded or terminated in their entirety. Past practices shall not bind the District unless expressly stated in this MOU. The absence of language in this MOU on a subject shall not, by itself, obligate the District to bargain during the term of this MOU, except as required by law.

B. No Interim Bargaining:

The District shall not be required to meet and confer during the term of this MOU on any matter within the scope of representation, whether or not such matter is covered by this MOU, except as required by law. To the extent a subject is addressed in this MOU, the District shall not be required to meet and confer further on that subject during the term of this MOU.

C. Modification:

Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this MOU will not be binding on the parties unless made and signed in writing by all of the parties to this MOU, and if required, approved and implemented by the General Manager and/or the District's Board of Directors.

D. Waiver:

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

E. Nothing in this MOU shall prevent the District from implementing changes required by federal, state, or local law, regulation, or court decision. The District shall provide notice to the Union of such changes and will meet and confer over negotiable impacts and effects to the extent required by law.

F. Nothing in this section shall be construed to limit the District's management rights as set forth in Article 3.

G. No individual District employee or supervisor has authority to modify this MOU or make any binding commitment on behalf of the District.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

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**UNION PUBLIC UTILITY DISTRICT**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_