

**AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CALAVERAS PUBLIC UTILITY DISTRICT**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021**

Section 1. Term: The Term of the Memorandum of Understanding (MOU) is August 1, 2022 through June 30, 2027.

The terms and conditions contained herein cannot be unilaterally changed by one party or the other during the term of the MOU unless a state or federal law impacts one of the sections, then the parties shall meet to negotiate any mandated changes.

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"):

Customer Service Representative  
Clerk of the Board of Directors/Executive Assistant  
Water Distribution/Treatment Operator I, II, III, IV  
Chief Treatment Plant Operator  
Water System Superintendent

The District and Union agree that any new classifications (Full or Part Time) that may be added or created by the District or through the course of collective bargaining be subject to negotiations to determine whether placement into the bargaining unit is appropriate.

Due to the nature of the Water System Superintendent position, this position cannot be a Steward nor can it be a Bargaining Team Representative. It is also acknowledged that the Water System Superintendent may have benefits that differ from those that are in the MOU.

Section 3. Employee Handbook/District Policies: All District policies and sections of the District Handbook are hereby incorporated into the MOU. Where there are discrepancies between the two, the language of the MOU shall be the controlling language. Where there is no conflict, the Handbook language is the controlling language.

Section 4. Strike: No strike, work stoppage, work slowdown, or other refusal or failure by employees of the District to fully and faithfully perform their job functions and responsibilities shall be permitted. There shall be no other interference of a similar or related nature with the operations of the District by the Union, or by its officers, agents, or members during the term of this MOU, including Union compliance with the request of another employee organization to engage in such activity.

Section 5. Bargaining Unit Work: Bargaining Unit work is work that is defined as being in the job descriptions of the Bargaining Unit members. There shall be no contracting out of Bargaining Unit work, with the following exceptions:

- a. Insufficient staffing to get a particular project completed;
- b. Unsafe conditions that require additional staff or equipment that staff are unable to operate;
- c. The need for special skills that no member of the Bargaining Unit possesses;
- d. Equipment required for a particular job that the District does not have and can only be operated by the owner of such equipment; and
- e. In case of emergencies.

Section 6. 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 two (2) employees 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 prior to and 1 hours after each mutually agreed upon negotiation session. The Union will notify the District in writing the names of employees who will participate.
- D. Shop Stewards: The District recognizes the right of the Union to select two (2) Union Stewards. The Union will notify the District in writing of who these employees are, 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. Shop Stewards will allow an adequate amount of time to inform new employees, at the District onboarding process, of Union policies and procedures. The District will notify the Union of the date and time of the employers onboarding meeting with any newly hired employees.
- E. 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.
- F. 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 will notify the District of their intent to visit the workplace.
- G. Deductions: SEIU shall have the exclusive right to payroll deduction for its members in this unit, including regular dues and employee benefit

program costs. Regular dues and employee benefit program costs may be deducted from the employee's individual paycheck. Except as otherwise provided in this Memorandum, payroll deductions shall be made only upon the revocable written authorization of the individual employee.

A continuation of SEIU payroll deductions, without resigning a payroll deduction card, shall be allowed after an employee returns from a leave of absence.

- H. Joint Labor Management Committee: Upon request by either the District or the Union, Joint Labor meetings will be held. These meetings shall be held at least monthly if needed.

#### Section 7. Union Participation in New Hire Orientation (AB 119):

The District shall provide ten (10) days' notice in advance of new hire orientation or onboarding via email to the Union's designated recipient(s) with the date, time and location of the new hire orientation. The District shall authorize paid release time for one (1) Union designee to meet with the employee(s) without loss of compensation.

The District agrees that each newly hired employee shall participate in a mandatory and in-person on-boarding meeting, as small as one individual, within the first seven (7) calendar days from the date of hire during regular working hours and onsite without loss in compensation. The Union shall have the right to access and use the Employer's facilities during this on-boarding meeting.

Each newly hired employee, as part of her or his in person on-boarding meeting, shall be required to attend a mandatory thirty (30) minute session, conducted by a representative of the Union, without the presence of Management, at the start of any on-boarding meeting without loss of compensation. Any newly hired employee who does not attend the session conducted by the Union shall be required to attend a mandatory in person

make up session during regular working hours and onsite without loss of compensation. The makeup session shall be arranged and conducted by a representative of the Union. The employer shall notify the employee in writing at least forty eight (48) hours in advance that the employee's attendance is required.

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 will provide the Union with a list of this information for all employees in the Bargaining Unit via digital file each pay period.

Section 8. New Employee Probation: All new employees hired by the District shall serve an introductory period of twelve (12) months. This shall only be increased by any time taken off that is in an unpaid status. Once an employee has completed their initial twelve (12) month introductory period, the employee shall be considered to be in a "regular" status in the District.

All employee currently employed as of November 19, 2019 shall be considered regular employees.

Section 9. Evaluations:

During an employee's introductory period, employees shall be given evaluations at the following intervals:

3 months  
6 months  
9 months  
Anniversary of their hire date

Regular employees should receive evaluations yearly, no later than their anniversary date.

Any evaluation that is less than satisfactory shall include a plan of improvement that is clear and measurable.

A satisfactory evaluation that is not done by the employee's anniversary date for the purposes of moving through the salary scale shall not impact the employee's progressing to the next step in the salary scale.

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.

Section 11. Work Above Class:

Any employee who performs routine work in a higher classification due to vacancy (not including routine time off or vacation coverage) shall be compensated an additional 5% of base wage for the time spent working above class.

Section 12. Layoff/Recall:

Should any member of the Bargaining Unit be laid off due to lack of funds or lack of work, the employee shall be placed on a recall list for that position, or a similar position, for a total of one (1) year.

Employees shall also be granted one (1) week of severance pay for each year that they have been employed for the District up to a maximum of ten (10) years.

#### Section 13. Use of District Vehicles:

Use of District vehicles outside of normal working hours is prohibited. Exceptions which can be made at the General Manager's discretion include, but are not limited to, inclement weather conditions, safety, attending educational courses or training and attendance at a conference.

#### Section 14. Safety Conditions at the Worksite(s):

- A. No employee shall be required to work with unsafe equipment or under unsafe circumstances. The District and Union agree to cooperate in placing in effect and maintaining safety rules and practices that will eliminate hazards and ensure safe working conditions at all times.
- B. Safety Equipment: With the exception of items of personal clothing, the District agrees to provide such health and safety equipment as may be required by the District or by State/Federal law, rule, regulation or order. Employees must use the equipment provided. Employees are required to return the safety equipment to the District upon termination, or upon request of the District.

Any employee required to work in a hazardous condition, as specified by state or federal OSHA regulations, shall wear suitable protective safety boots, safety shoes, or other approved protective equipment. Employees required to wear foot protection may elect the option of wearing safety boots or shoes approved by the District.

The District shall supply the appropriate Personal Protective Equipment (PPE) for all employees to maintain a safe work space.

- C. Alternate Equipment: Employees may furnish, at their own cost, and use enhanced or upgraded safety and health equipment upon written approval by the District.
  
- D. Equipment Reimbursement: The District will reimburse up to \$600 per employee per year for the purchase of the following items in any combination at the employee's discretion, provided they are appropriate to the work place and the employee's job classification: boots, pants, work socks, belts and suspenders. An employee seeking reimbursement must present a receipt which itemizes the article purchased and the cost for each.
  
- E. Work Related Injury or Illness: In the event of injury or illness arising out of employment with the District, an employee incurring such injury or illness shall notify his/her immediate supervisor of the injury or illness immediately or as soon as practicable in accordance with District policy. CPUD Employee Handbook Section 6A shall be the controlling provision for this section.
  
- F. Unsafe Equipment/Conditions: As soon as practicable, an employee shall notify his/her immediate supervisor about any unsafe equipment or unsafe working condition. The immediate supervisor shall investigate any such claims and shall advise the affected employee(s) of any corrective action to be taken. If the employee still believes that the situation is unsafe, the matter shall be referred to a Joint Labor-Management Committee for discussion and resolution.
  
- G. Right to Refuse Unsafe Work: No employee shall be disciplined for having refused to work with equipment or under conditions that she/she believes are a danger to his/her life or the life of others.

Employees are to use the Job Hazard Analysis form to complete and address investigation for recommendation of corrective action.

## Section 15. Vacation:

Employees shall accrue vacation on an annual basis as follows:

- Less than 5 years of continuous service: 80 hours per year;
- 5 years but less than 10 years: 120 hours per year;
- 10 years but less than 15 years: 160 hours per year;
- 15 years but less than 25 years: 200 hours per year;
- More than 25 years: 240 hours per year.

All vacation pay shall be at the employee's regular base rate of pay. Employee's vacation is accrued per pay period.

Employees may accrue up to a maximum of two times their annual accrual. If an employee exceeds the maximum vacation accrual, the employee must take enough vacation hours within nine (9) months from the date the accrual cap is exceeded to bring the employee's accumulated vacation hours at or under that employee's applicable maximum accrual cap.

Employees are eligible cash out up to forty (40) hours of vacation per calendar year, provided that they will have a minimum of eighty (80) hours vacation remaining after cash out. Eligible employees electing this option must submit a request to the General Manager before payroll time cards are due and indicate a pay-out date.

Vacation time may be requested after it is accrued. Vacation time will not be granted for any time requested but not accrued. All vacation requests must be submitted to the District General Manager or designee for approval prior to being taken. In the case where two or more employees request the same period of time off, preference will be given to the employee who has submitted their request first, and in the case of requests being submitted simultaneously, the more senior employee's request shall have preference.

At termination of employment with the District, all accrued vacation time shall be paid out to the employee.

## Section 16. Leave:

Sick Leave- Employees shall earn sick leave at the rate of four (3.7) hours per pay period (which is equal to one day per month). Employees can accrue up to ninety six (96) hours per year. Employees will not accrue sick leave if in an unpaid status. There is no cap to how much sick leave can be accrued.

Sick leave with pay shall be granted upon approval of the District General Manager, or designee, for absence from work due to illness, non-industrial injury, and quarantine due to exposure to a contagious disease, serious illness or death of a spouse/significant other or member of the immediate family (in coordination with Bereavement Leave) or pregnancy, childbirth or related medical condition. In addition, if completion of Request for Time Off form is provided, the District General Manager, or designee, may grant sick leave for dentist and doctor appointments and prescribed sickness prevention measures.

If the District General Manager, or designee, requires proof of absence, this must be made known to the employee at the time the employee requests the time off, and shall be furnished upon return to work.

In order to receive compensation while on sick leave, the employee shall notify the District General Manager, or designee, prior to the beginning of the employees scheduled shift. The District shall establish, in writing, how this should be done. If an employee is to miss more than one (1) day due to illness, the employee shall notify the District each day they are to be off. If possible, the employee shall notify the District the day prior to returning to work (in the case of multiple day absences).

Sick leave is not a privilege that an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee or family member. Use of sick leave to care for immediate family members shall not extend beyond a period of five (5) consecutive working

days or a total of six (6) days in a calendar year, unless approved by the District Manager or designee.

Up to two (2) days of sick leave may be used to augment bereavement leave upon approval of the District General Manager or designee. Sick leave may not be used in lieu of vacation leave.

If an employee has an injury or illness which entitles him/her to compensation payments from the District under the provisions of Workers' Compensation law, and if the employee, as a result of this injury or illness, is unable to perform the duties of his/her employment, the employee shall receive his/her regular salary up to the amount of accumulated sick leave.

No payment for sick leave shall be made to any employee for unused sick leave accrued to his/her credit at the time of termination of employment for reasons other than retirement. Employees who retire in accordance with the District's CalPERS contract, and are in good standing, shall extend their service credit for accrued sick leave as provided in the PERS contract.

Employees may voluntarily elect to donate paid leave hours, including sick leave and vacation leave, to another employee, if the employee or the employee's immediate family has a serious illness or injury that requires ongoing treatment or care. Said leave shall be considered equivalent irrespective of rates of pay.

- All requests to donate paid leave must be in writing and shall be subject to the approval of the District General Manager or designee. Satisfactory verification by a medical provider may be required prior to approval of any donation of paid leave hours.
- Both the donating and receiving employee must not have been counseled for excessive absenteeism or sick leave abuse within the twelve (12) months prior to requesting the donation.
- The donating employee must retain no less than one hundred sixty (160) hours of paid leave in the category of leave that they choose to donate.

- The receiving employee must have no more than forty (40) hours of accrued leave in the category that they are to receive donated hours.
- A leave of absence without pay may be granted for illness or other reasons after accrued sick leave and vacation leave have run out as set forth in the Leave of Absence section of this Memorandum of Understanding.

Bereavement Leave- In the event of a death in an employee's immediate family, (mother, father, step-mother, step-father, spouse, mother-in-law, father-in-law, domestic partner, son, daughter, brother, sister, step child, child for whom the employee is the legal guardian, grandchild, grandparents) an employee shall be granted bereavement leave to attend the funeral. Said bereavement leave is defined as a maximum of three (3) consecutive calendar days. The employee shall be paid their regular rate of pay for any scheduled work time lost during such leave. This is in addition to regular sick leave and vacation time. The employee will, at the time of the request, indicate their choice as to the day on which bereavement leave is to begin. The District General Manager or designee may require certification.

Jury/Witness Duty- An employee summoned for jury duty or subpoenaed as a witness will promptly notify the District main office of each scheduled work day that he/she will not be reporting to work while serving as a juror or witness. While performing juror/witness duty, he/she will be given paid leave of absence for the duration of said duty. Said paid leave of absence is conditional upon the employee returning to work upon dismissal each day to complete his/her remaining normal workday. Is it also conditional upon the employee's conveyance to the District of any compensation received as a juror or witness, not including any travel or meal allowance received.

Authorized Leave of Absence- The District General Manager, or designee, may grant a full-time employee a leave of absence without pay for up to sixty (60) calendar days. The Board of Directors may grant a leave of absence of greater length than sixty (60) calendar days. A written request for an extension of leave granted by the District General Manager must be submitted in writing no less than two (2) weeks before the end of the original leave.

A leave of absence may be taken in conjunction with, and at the conclusion of, an authorized use of vacation or sick leave. Employees on leave without pay do not accrue sick leave or vacation time. An employee who wishes to maintain any or all of their insurance benefits may do so by paying the premiums for the benefits for the period they are on the leave of absence without pay.

If an employee is disabled or otherwise injured or unable to work, the period of time that the employee is on disability and/or receiving benefits under the District's Workers' Compensation program, shall be considered a period of authorized leave without pay.

When an employee is granted leave without pay, it is with the understanding that, at the conclusion of the leave, the employee will be returned to his or her same or comparable position after the conclusion of the leave.

Unauthorized Absence- Unauthorized absence from work for three (3) consecutive working days shall be considered as a voluntary resignation. An unauthorized absence is a no-call or no-show for a scheduled shift.

After three (3) consecutive working days of unauthorized absence from work, the employee shall be notified in writing that the absence will be considered as a resignation. This notification shall be personally served on the employee or sent by registered mail to his/her last known address on file with the District.

#### Section 17. Holidays:

The following shall be recognized holidays:

New Year's Day  
President's Day  
Independence Day  
Columbus Day  
Thanksgiving Day  
Christmas Eve

Martin Luther King, Jr. Day  
Memorial Day  
Labor Day  
Veteran's Day  
Friday after Thanksgiving  
Christmas Day

## Employee's Birthday (Floater)

Employees who are assigned to work on any designated holiday shall be compensated at time-and-a-half of their base hourly rate. Employees who do not work on the day will receive eight (8) hours of pay. If a holiday falls on the day off of an employee participating in an alternative work schedule under Section 18. C., below, the employee will be compensated for an entire nine (9) or ten (10) hour day, as appropriate.

If a holiday falls on a Saturday, the preceding Friday will be the designated holiday. If a holiday falls on a Sunday, then the following Monday will be the designated holiday.

Employee's Birthday is a floating Holiday that must be used in the Calendar Year of the Employee's Birthday. If at separation of employment, the employee has used the birthday floater, but has not passed the employee's birthday, then the District will deduct the equivalent hours of the Employee's Birthday floating holiday from the employee's vacation accruals at separation.

## Section 18. Hours of Work:

- A. **Work Week:** The work week shall consist of forty (40) hours within seven (7) consecutive days designated by the District. The forty (40) hour work week shall include all time in paid status (sick, vacation, holiday, comp).
- B. **Normal Hours:** The normal work day is eight (8) hours long, exclusive of an unpaid lunch break. Depending on the length of the lunch break, office hours shall be from 8:00 am to 4:30 pm. Field staff hours shall be 7:00 am to 3:30 pm. Permanent day off or schedule changes shall be in writing and based upon seniority between all qualified individuals at the work site. Work schedules shall not be altered as a disciplinary measure against any employee.
- C. **Alternative Work Schedule:** In lieu of the traditional work week consisting of five (5) eight (8) hour days in a forty (40) hour work week

described in Section 18. A, above, employees may participate in an alternative work schedule offered by the District, consisting of a 9/80 or 4/10 schedule. Under the 9/80 alternative work schedule, the employee will work four (4) nine (9) hour days within a seven (7) consecutive days, forty (40) hour work week, and will have one day off every other work week. Under the 4/10 alternative work schedule, the employee will work four (4) ten (10) hour days within a seven (7) consecutive days, forty (40) hour work week, and will have one day off every week. The General Manager has the sole discretion to determine which days off are available to participating employees and to coordinate alternative work schedules, in order to ensure uninterrupted coverage of District operations. Employees electing to opt in or opt out of an alternative work schedule must do so 30 days before the change is effective. The effective change date must be the first day of a pay period.

- D. District Board Meetings: Any employee mandated to work or attend CPUD Board Meetings will be compensated either for the exact time that they are at the meeting, or a minimum of four (4) hours, whichever is greater.
  
- E. Lunch Breaks/Rest Breaks: Each employee shall be entitled to an unpaid half hour or one hour lunch break at approximately the mid-point of their scheduled shift. Employees shall also receive two (2) fifteen-minute breaks per work day, one each in the morning and afternoon.
  
- F. Overtime: Any and all hours worked outside of the normal eight (8) hour work day (or outside of the normal nine (9) or ten (10) hour workday if the employee is participating in the District's optional Alternative Work Schedule) will be considered overtime. Overtime shall be paid at time-and-a-half of normal base salary. Any work in excess of twelve (12) hours in a single day shall be paid at two times the base hourly pay rate of the individual.
  
- G. Remote Working: Subject to the approval of the General Manager, taking into account the operational needs of the District, employees may work remotely depending on the suitability of their job classifications for remote

work. Whether, when and to what extent remote work may be authorized for an employee is in the sole and exclusive discretion of the General Manager, who may consider the following criteria in making such a determination:

- a. The work assignments or job duties of a nature that allow the employee to be away from the office, including risk factors associated with performing the job duties from a location separate from the District worksite.
- b. The employee has satisfactory performance ratings on current performance evaluation with no documented performance issues.
- c. The employee is able to work independently.
- d. The employee is able to manage time effectively as determined by the employee's supervisor.
- e. The nature of work which will be performed will not be adversely affected, including the need for, and amount of, interaction with the public, co-workers and subordinates required by the position.
- f. The ability or lack thereof to measure employee output or work product.

All overtime must be approved by a Department Head, Supervisor, or the General Manager, except in the case of an emergency where the employee uses their best judgement and expertise evaluating the issue while notifying one of the aforementioned.

#### Section 19. Wages:

The District shall provide cost of living adjustments to the base wage of bargaining unit employees for each year throughout the Term of this MOU as follows:

- 5% during the first year effective August 1, 2022;
- 4% during the second year effective July 1, 2023;
- 4% during the third year effective July 1, 2024;
- 3.5% during the fourth year effective July 1, 2025 and
- 3% during the fifth year effective July 1, 2026.

### Salary Steps-

All employees shall be paid according to the Salary Structure, attached as Appendix A to this MOU, with the following guidelines:

- Step A- Starting Pay when hired;
- Step B- Eligible 12 months from anniversary date of hire;
- Step C- Eligible 30 months from anniversary date of hire;
- Step D- Eligible 48 months from anniversary date of hire; and
- Step E- Eligible 66 months from anniversary date of hire.

Y-Rate – This classification applies to employees who are currently at a base pay that does not match their job classification. Salary steps are currently paid above the current highest step (Step E) for their job classification. Employees in a Y-Rate will not be increased until Step E of their job classification catches up to their current salary. In year one (1), a one-time differential payment will be made to any employee in a Y-Rate classification.

If any employee is hired into a step that is above Step A, all other similarly situated employees (excluding probationary employees) can request to be placed in the same step. The request will be reviewed by the General Manager and will be granted if the current employee has similar years of experience and certifications.

Each employee must receive a satisfactory performance evaluation and complete the above-required time of employment in order to advance to the next step.

All step increases must be approved by the District General Manager or designee prior to becoming effective. If this approval is delayed past the first pay period of the anniversary date of the employee, the step increase will be retroactive to the actual anniversary date.

## Certifications and Licenses

Employees who obtain a certification/license to perform the essential functions of their classification or that is required from the District, and who maintain those certifications/licenses shall receive-1.0 % additional pay above current step for each special license or certification. Certification/License pay will be paid for as long as employee maintains the license and/or certification. This special certification pay does not include Water Treatment or Water Distribution certifications issued by the Division of Drinking Water. Eligible certifications and licenses include the following:

- a. Commercial driver's license (Class A or B);
- b. Cross Connection Control;
- c. Backflow;
- d. Pesticide Spray;
- e. Notary;
- f. Water Use Efficiency Practitioner; and
- g. Any other certifications directly related to the employee's current position (subject to prior, written approval by the General Manager in his or her discretion).

**One Time Additional Pay for Receiving Water Treatment and Water Distribution Certifications:** The District will give a one time payment of \$500 for each Water Treatment or Water Distribution Certification that the employee receives while currently working for Calaveras Public Utility District.

### On Call/Stand By status-

Any employee of the District who is scheduled for On Call/Stand By status by the District shall be compensated according to the description below.

If an employee is required to work during this time, the employee will cease being in On Call/Stand By status and transition into overtime status. Overtime shall be paid for hours worked with a minimum of two (2) per call. The time shall start when the employee leaves their home and ends when they return.

Once the call is over, the employee will resume being in an On Call/Stand By status.

Employees who are scheduled to be On Call shall be compensated as follows:

1.5 times regular pay for 1 hour each on Monday through Friday; and

1.5 times regular pay for 2 hours each on scheduled days off (or recognized District Holiday as listed in Section 17 hereof). Compensated On Call Hours are not used in the Overtime Calculation for Double Time Compensation.

Employees who are in this status shall maintain a means of communication and be no more than forty-five (45) minutes from the District. Employees shall be provided a phone by the District for contact/work purposes only. Call back starts when the employee leaves home and ends when the employee returns home.

#### Section 20. Benefits:

**Health Insurance:** The District shall pay 100% of the current PERS Choice other Northern Health Insurance premium for the employee and employee's dependents. The District and the Union agree to meet and confer to amend this provision before December 1, 2022 to enable the District to enroll in lower cost, equivalent health insurance coverage from alternative providers.

**Health Insurance at Retirement:** Retiree medical insurance is available per the District's CalPERS contract under a vesting schedule (current schedule found in the District Handbook).

**Flexible Benefit Plan:** The District shall offer a Section 125 Flexible Benefit Plan that allows employees to set aside pre-tax dollars for Dependent Care or Medical Care reimbursement. The plan is optional for employees and the District does not make any type of contributions toward the plan. Plan options are effective annually in January of each year.

Retirement: Classic PERS members will maintain their retirement benefit of 2.7% at 55. All current percentage splits (employer/employee) shall remain as is during the life of this MOU.

New CalPERS members, as defined in PEPRA (Public Employees Pension Reform Act), will maintain their retirement benefit of 2% at 62, in accordance with AB 340. All current percentage splits (Employer/Employee) shall remain as-is during the life of this MOU.

Life Insurance: Life and Accidental Death and Dismemberment (AD&D) are provided to the employees, with 100% of the premiums paid by the District.

Dental/Vision Insurance: The District shall pay 100% of the premium for the employee and dependent premium costs. The District currently provides dental coverage through Delta Dental and vision coverage through Vision Service Plan (VSP). Coverage is provided effective on the first of the month following thirty (30) days of continuous employment. All employees and dependents are required to enroll.

457 Deferred Compensation Plan: The District shall offer employees the option to participate in this plan(s). Any contributions made by an employee shall be pre-tax contributions.

#### Section 21. Grievance Procedure:

SEIU Local 1021 and the Calaveras Public Utility agree that settling grievances at the lowest possible level is in the best interests of all concerned.

Informal Grievance: Any employee who believes that he/she has a grievance (violation of the terms of the MOU or the District Employee Handbook) shall present the evidence thereof orally or in writing to the District General Manager within five (5) working days after the employee knew, or reasonable should have known, of the circumstances that form the basis for the alleged grievance. The General Manager shall hold discussions and attempt to resolve the matter within three (3) working days after the presentation of such evidence. The General Manager shall give his/her decision in writing to the employee, and a copy of the decision shall be placed in the employee's

personnel file. It is the intent of this information grievance procedure that at least one personal meeting be held between the employee and the General Manager, and that a written record of the informal grievance and resolution be retained.

**Initiate Formal Grievance:** If the informal grievance process has not resolved the matter to the employee's satisfaction, the grievant or representative must present his/her grievance in writing to the General Manager within five (5) working days after notification of the decision on the informal grievance. The Formal Grievance shall include the following:

- A concise statement of the grievance, including specific reference to any MOU section, law, policy, rule, regulation and/or instruction deemed to be violated, misapplied or misinterpreted;
- The circumstances involved;
- The decision rendered by the immediate supervisor (if any) on the informal grievance;
- The specific remedy sought.

#### **Formal Grievance Step 1:**

Upon receipt of the Formal Grievance, the General Manager shall investigate the grievance; confer with the employee and the employee's duly authorized representative, in an attempt to resolve the grievance. The General Manager shall communicate his/her decision within five (5) working days after receiving the grievance. Decisions will be in writing setting forth the decision and the reasons for it, and will be transmitted promptly to all parties in interest. If the General Manager does not respond within five (5) working days, the grievant may appeal to the next level.

#### **Formal Grievance Step 2:**

If the employee is not satisfied by the decision rendered by the General Manager in Step 1, he/she may appeal the grievance no more than five (5) working days after receiving notification of that decision to the Board of Directors. The written appeal must include the informal grievance decision, the formal grievance and resulting decision, and a clear, concise statement of the reasons for the appeal to the Board of Directors.

Within ten (10) working days of receipt of the appeal, the Board President or his/her duly appointed representative shall meet with the employee and investigate the grievance prior to the Board of Directors meeting during which the employee's appeal will be considered. Following the hearing on the appeal, the Board of Directors shall provide a written statement of the Board's decision to all parties in interest within five (5) days after the hearing on the appeal. The goal of this step is to come to a mutually agreeable settlement of the grievance.

#### Grievance Rules:

If an employee does not follow the timelines listed for filing or appeals, then the grievance shall be deemed withdrawn.

Failure by the District to give the appropriate responses within the timelines listed shall entitle the employee to move their grievance to the next level. Timelines may be extended by mutual agreement.

#### Serious Discipline Appeals:

Serious Discipline shall be considered any disciplinary action that involves loss of pay, suspension, demotion or termination.

In issues involving serious discipline, the grievance procedure shall be followed through the first two (2) steps. Except for employees still in their twelve (12) month introductory period, if a regular employee is suspended for more than three (3) days, demoted more than one (1) pay step, or terminated from employment, and the disciplinary action implemented by the District remains disputed by the employee, the Union and District shall submit a joint letter to the State Mediation and Conciliation Service to obtain a list of arbitrators. If an arbitrator is not jointly selected, then an alternative strike method shall be used to choose the arbitrator.

#### Progressive Discipline:

The Union and District agree to utilize the Progressive Discipline process as follows:

Counseling or Verbal Warning

Written Warning

Suspension or Demotion

Termination

Section 22. Full Understanding, Modification, Waiver and Severability:

- A. Full Understanding. It is intended that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or agreement by the parties, whether formal or informal, written or unwritten, regarding such matters are hereby superseded or terminated in their entirety.
- B. No Interim Bargaining. It is agreed and understood that during the negotiations which culminated in this MOU each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of that right are set forth in this MOU. The parties agree, therefore, that unless expressly provided herein, the other shall not be required to negotiate with respect to any subject or matter, whether referred to or not in this MOU.
- C. Modification. Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions

contained in this MOU shall 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 Board of Directors.

- D. Waiver. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.
  
- E. Severability. If, during the term of this MOU, there exists any applicable law, rule, regulation or order issued by governmental authority other than the District which shall render invalid or restrain compliance with, or enforcement of, any provisions of this MOU, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a provision of this MOU shall not invalidate any remaining provisions, which shall continue in full force and effect. In the event of such severance of a provision of this MOU, the District and the Union shall, within thirty (30) days of a request by either party, recommence meeting and negotiation upon a replacement, if any, for such severed provision.

Appendix A- Salary Scale: The Salary Scale attached hereto as Appendix A is hereby incorporated into this MOU. Whenever the Salary Scale is changed due to salary increases, the District and Union will both sign and date a new Appendix A and incorporate it in the MOU under this section.

Agreed to this 19th day of September, 2022 at San Andreas, California.

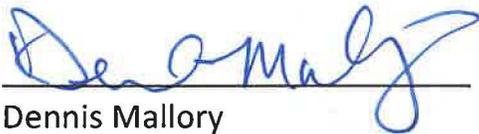
**SEIU Local 1021**



Wyatt Rovera  
Bargaining Unit Representative



Carissa Bear  
Bargaining Unit Representative



Dennis Mallory  
Regional Director, SEIU Local 1021  
Chief Negotiator



David Canham  
Executive Director, SEIU Local 1021

**CALAVERAS PUBLIC UTILITY DISTRICT**



J.W. Dell'Orto  
Board President



Travis Small  
General Manager

Calaveras Public Utility District

Salary Structure

Effective August 1, 2022

5.0%

| Range | Step A  | Step B  | Step C  | Step D  | Step E  |
|-------|---------|---------|---------|---------|---------|
| 1     | \$16.61 | \$17.44 | \$18.31 | \$19.23 | \$20.19 |
| 3     | \$17.44 | \$18.31 | \$19.23 | \$20.19 | \$21.21 |
| 4     | \$18.31 | \$19.23 | \$20.19 | \$21.21 | \$22.27 |
| 5     | \$19.23 | \$20.19 | \$21.21 | \$22.27 | \$23.39 |
| 6     | \$20.19 | \$21.21 | \$22.27 | \$23.39 | \$24.55 |
| 7     | \$21.21 | \$22.27 | \$23.39 | \$24.55 | \$25.79 |
| 8     | \$22.27 | \$23.39 | \$24.55 | \$25.79 | \$27.07 |
| 9     | \$23.39 | \$24.55 | \$25.79 | \$27.07 | \$28.44 |
| 10    | \$24.55 | \$25.79 | \$27.07 | \$28.44 | \$29.86 |
| 11    | \$25.79 | \$27.07 | \$28.44 | \$29.86 | \$31.36 |
| 12    | \$27.07 | \$28.44 | \$29.86 | \$31.36 | \$32.92 |
| 13    | \$28.44 | \$29.86 | \$31.36 | \$32.92 | \$34.58 |
| 14    | \$29.86 | \$31.36 | \$32.92 | \$34.58 | \$36.30 |
| 15    | \$31.36 | \$32.92 | \$34.58 | \$36.30 | \$38.10 |
| 16    | \$32.92 | \$34.58 | \$36.30 | \$38.10 | \$40.01 |
| 17    | \$34.58 | \$36.30 | \$38.10 | \$40.01 | \$42.02 |
| 18    | \$36.30 | \$38.10 | \$40.01 | \$42.02 | \$44.11 |
| 19    | \$38.10 | \$40.01 | \$42.02 | \$44.11 | \$46.31 |
| 20    | \$40.01 | \$42.02 | \$44.11 | \$46.31 | \$48.63 |
| 21    | \$42.02 | \$44.11 | \$46.31 | \$48.63 | \$52.85 |
| 22    | \$44.11 | \$46.31 | \$48.63 | \$52.85 | \$55.48 |
| 23    | \$46.31 | \$48.63 | \$52.85 | \$55.48 | \$58.26 |
| 24    | \$48.63 | \$52.85 | \$55.48 | \$58.26 | \$61.17 |
| 25    | \$52.85 | \$55.48 | \$58.26 | \$61.17 | \$64.22 |
| 26    | \$55.48 | \$58.26 | \$61.17 | \$64.22 | \$67.44 |
| 27    | \$58.26 | \$61.17 | \$64.22 | \$67.44 | \$70.80 |
| 28    | \$61.17 | \$64.22 | \$67.44 | \$70.80 | \$74.35 |
| 29    | \$64.22 | \$67.44 | \$70.80 | \$74.35 | \$78.08 |
| 30    | \$67.44 | \$70.80 | \$74.35 | \$78.08 | \$81.96 |
| 31    | \$70.80 | \$74.35 | \$78.08 | \$81.96 | \$86.08 |

Calaveras Public Utility District  
Salary Structure  
Effective July 1, 2023  
4.0%

| Range | Step A  | Step B  | Step C  | Step D  | Step E  |
|-------|---------|---------|---------|---------|---------|
| 1     | \$17.27 | \$18.14 | \$19.04 | \$20.00 | \$21.00 |
| 3     | \$18.14 | \$19.04 | \$20.00 | \$21.00 | \$22.06 |
| 4     | \$19.04 | \$20.00 | \$21.00 | \$22.06 | \$23.16 |
| 5     | \$20.00 | \$21.00 | \$22.06 | \$23.16 | \$24.33 |
| 6     | \$21.00 | \$22.06 | \$23.16 | \$24.33 | \$25.53 |
| 7     | \$22.06 | \$23.16 | \$24.33 | \$25.53 | \$26.82 |
| 8     | \$23.16 | \$24.33 | \$25.53 | \$26.82 | \$28.15 |
| 9     | \$24.33 | \$25.53 | \$26.82 | \$28.15 | \$29.58 |
| 10    | \$25.53 | \$26.82 | \$28.15 | \$29.58 | \$31.05 |
| 11    | \$26.82 | \$28.15 | \$29.58 | \$31.05 | \$32.61 |
| 12    | \$28.15 | \$29.58 | \$31.05 | \$32.61 | \$34.24 |
| 13    | \$29.58 | \$31.05 | \$32.61 | \$34.24 | \$35.96 |
| 14    | \$31.05 | \$32.61 | \$34.24 | \$35.96 | \$37.75 |
| 15    | \$32.61 | \$34.24 | \$35.96 | \$37.75 | \$39.62 |
| 16    | \$34.24 | \$35.96 | \$37.75 | \$39.62 | \$41.61 |
| 17    | \$35.96 | \$37.75 | \$39.62 | \$41.61 | \$43.70 |
| 18    | \$37.75 | \$39.62 | \$41.61 | \$43.70 | \$45.87 |
| 19    | \$39.62 | \$41.61 | \$43.70 | \$45.87 | \$48.16 |
| 20    | \$41.61 | \$43.70 | \$45.87 | \$48.16 | \$50.58 |
| 21    | \$43.70 | \$45.87 | \$48.16 | \$50.58 | \$54.96 |
| 22    | \$45.87 | \$48.16 | \$50.58 | \$54.96 | \$57.70 |
| 23    | \$48.16 | \$50.58 | \$54.96 | \$57.70 | \$60.59 |
| 24    | \$50.58 | \$54.96 | \$57.70 | \$60.59 | \$63.62 |
| 25    | \$54.96 | \$57.70 | \$60.59 | \$63.62 | \$66.79 |
| 26    | \$57.70 | \$60.59 | \$63.62 | \$66.79 | \$70.14 |
| 27    | \$60.59 | \$63.62 | \$66.79 | \$70.14 | \$73.63 |
| 28    | \$63.62 | \$66.79 | \$70.14 | \$73.63 | \$77.32 |
| 29    | \$66.79 | \$70.14 | \$73.63 | \$77.32 | \$81.20 |
| 30    | \$70.14 | \$73.63 | \$77.32 | \$81.20 | \$85.24 |
| 31    | \$73.63 | \$77.32 | \$81.20 | \$85.24 | \$89.52 |

Calaveras Public Utility District  
Salary Structure  
Effective July 1, 2024  
4%

| Range | Step A  | Step B  | Step C  | Step D  | Step E  |
|-------|---------|---------|---------|---------|---------|
| 1     | \$17.96 | \$18.87 | \$19.80 | \$20.80 | \$21.84 |
| 3     | \$18.87 | \$19.80 | \$20.80 | \$21.84 | \$22.94 |
| 4     | \$19.80 | \$20.80 | \$21.84 | \$22.94 | \$24.09 |
| 5     | \$20.80 | \$21.84 | \$22.94 | \$24.09 | \$25.30 |
| 6     | \$21.84 | \$22.94 | \$24.09 | \$25.30 | \$26.55 |
| 7     | \$22.94 | \$24.09 | \$25.30 | \$26.55 | \$27.89 |
| 8     | \$24.09 | \$25.30 | \$26.55 | \$27.89 | \$29.28 |
| 9     | \$25.30 | \$26.55 | \$27.89 | \$29.28 | \$30.76 |
| 10    | \$26.55 | \$27.89 | \$29.28 | \$30.76 | \$32.29 |
| 11    | \$27.89 | \$29.28 | \$30.76 | \$32.29 | \$33.91 |
| 12    | \$29.28 | \$30.76 | \$32.29 | \$33.91 | \$35.61 |
| 13    | \$30.76 | \$32.29 | \$33.91 | \$35.61 | \$37.40 |
| 14    | \$32.29 | \$33.91 | \$35.61 | \$37.40 | \$39.26 |
| 15    | \$33.91 | \$35.61 | \$37.40 | \$39.26 | \$41.20 |
| 16    | \$35.61 | \$37.40 | \$39.26 | \$41.20 | \$43.27 |
| 17    | \$37.40 | \$39.26 | \$41.20 | \$43.27 | \$45.45 |
| 18    | \$39.26 | \$41.20 | \$43.27 | \$45.45 | \$47.70 |
| 19    | \$41.20 | \$43.27 | \$45.45 | \$47.70 | \$50.09 |
| 20    | \$43.27 | \$45.45 | \$47.70 | \$50.09 | \$52.60 |
| 21    | \$45.45 | \$47.70 | \$50.09 | \$52.60 | \$57.16 |
| 22    | \$47.70 | \$50.09 | \$52.60 | \$57.16 | \$60.01 |
| 23    | \$50.09 | \$52.60 | \$57.16 | \$60.01 | \$63.01 |
| 24    | \$52.60 | \$57.16 | \$60.01 | \$63.01 | \$66.16 |
| 25    | \$57.16 | \$60.01 | \$63.01 | \$66.16 | \$69.46 |
| 26    | \$60.01 | \$63.01 | \$66.16 | \$69.46 | \$72.95 |
| 27    | \$63.01 | \$66.16 | \$69.46 | \$72.95 | \$76.58 |
| 28    | \$66.16 | \$69.46 | \$72.95 | \$76.58 | \$80.41 |
| 29    | \$69.46 | \$72.95 | \$76.58 | \$80.41 | \$84.45 |
| 30    | \$72.95 | \$76.58 | \$80.41 | \$84.45 | \$88.65 |
| 31    | \$76.58 | \$80.41 | \$84.45 | \$88.65 | \$93.10 |

Calaveras Public Utility District  
Salary Structure  
Effective July 1, 2025  
3.5%

| Range | Step A  | Step B  | Step C  | Step D  | Step E  |
|-------|---------|---------|---------|---------|---------|
| 1     | \$18.59 | \$19.53 | \$20.49 | \$21.53 | \$22.60 |
| 3     | \$19.53 | \$20.49 | \$21.53 | \$22.60 | \$23.74 |
| 4     | \$20.49 | \$21.53 | \$22.60 | \$23.74 | \$24.93 |
| 5     | \$21.53 | \$22.60 | \$23.74 | \$24.93 | \$26.19 |
| 6     | \$22.60 | \$23.74 | \$24.93 | \$26.19 | \$27.48 |
| 7     | \$23.74 | \$24.93 | \$26.19 | \$27.48 | \$28.87 |
| 8     | \$24.93 | \$26.19 | \$27.48 | \$28.87 | \$30.30 |
| 9     | \$26.19 | \$27.48 | \$28.87 | \$30.30 | \$31.84 |
| 10    | \$27.48 | \$28.87 | \$30.30 | \$31.84 | \$33.42 |
| 11    | \$28.87 | \$30.30 | \$31.84 | \$33.42 | \$35.10 |
| 12    | \$30.30 | \$31.84 | \$33.42 | \$35.10 | \$36.86 |
| 13    | \$31.84 | \$33.42 | \$35.10 | \$36.86 | \$38.71 |
| 14    | \$33.42 | \$35.10 | \$36.86 | \$38.71 | \$40.63 |
| 15    | \$35.10 | \$36.86 | \$38.71 | \$40.63 | \$42.64 |
| 16    | \$36.86 | \$38.71 | \$40.63 | \$42.64 | \$44.78 |
| 17    | \$38.71 | \$40.63 | \$42.64 | \$44.78 | \$47.04 |
| 18    | \$40.63 | \$42.64 | \$44.78 | \$47.04 | \$49.37 |
| 19    | \$42.64 | \$44.78 | \$47.04 | \$49.37 | \$51.84 |
| 20    | \$44.78 | \$47.04 | \$49.37 | \$51.84 | \$54.44 |
| 21    | \$47.04 | \$49.37 | \$51.84 | \$54.44 | \$59.16 |
| 22    | \$49.37 | \$51.84 | \$54.44 | \$59.16 | \$62.11 |
| 23    | \$51.84 | \$54.44 | \$59.16 | \$62.11 | \$65.22 |
| 24    | \$54.44 | \$59.16 | \$62.11 | \$65.22 | \$68.48 |
| 25    | \$59.16 | \$62.11 | \$65.22 | \$68.48 | \$71.89 |
| 26    | \$62.11 | \$65.22 | \$68.48 | \$71.89 | \$75.50 |
| 27    | \$65.22 | \$68.48 | \$71.89 | \$75.50 | \$79.26 |
| 28    | \$68.48 | \$71.89 | \$75.50 | \$79.26 | \$83.22 |
| 29    | \$71.89 | \$75.50 | \$79.26 | \$83.22 | \$87.41 |
| 30    | \$75.50 | \$79.26 | \$83.22 | \$87.41 | \$91.75 |
| 31    | \$79.26 | \$83.22 | \$87.41 | \$91.75 | \$96.36 |

Calaveras Public Utility District  
Salary Structure  
Effective July 1, 2026  
3.0%

| Range | Step A  | Step B  | Step C  | Step D  | Step E  |
|-------|---------|---------|---------|---------|---------|
| 1     | \$19.15 | \$20.12 | \$21.10 | \$22.18 | \$23.28 |
| 3     | \$20.12 | \$21.10 | \$22.18 | \$23.28 | \$24.45 |
| 4     | \$21.10 | \$22.18 | \$23.28 | \$24.45 | \$25.68 |
| 5     | \$22.18 | \$23.28 | \$24.45 | \$25.68 | \$26.98 |
| 6     | \$23.28 | \$24.45 | \$25.68 | \$26.98 | \$28.30 |
| 7     | \$24.45 | \$25.68 | \$26.98 | \$28.30 | \$29.74 |
| 8     | \$25.68 | \$26.98 | \$28.30 | \$29.74 | \$31.21 |
| 9     | \$26.98 | \$28.30 | \$29.74 | \$31.21 | \$32.80 |
| 10    | \$28.30 | \$29.74 | \$31.21 | \$32.80 | \$34.42 |
| 11    | \$29.74 | \$31.21 | \$32.80 | \$34.42 | \$36.15 |
| 12    | \$31.21 | \$32.80 | \$34.42 | \$36.15 | \$37.97 |
| 13    | \$32.80 | \$34.42 | \$36.15 | \$37.97 | \$39.87 |
| 14    | \$34.42 | \$36.15 | \$37.97 | \$39.87 | \$41.85 |
| 15    | \$36.15 | \$37.97 | \$39.87 | \$41.85 | \$43.92 |
| 16    | \$37.97 | \$39.87 | \$41.85 | \$43.92 | \$46.12 |
| 17    | \$39.87 | \$41.85 | \$43.92 | \$46.12 | \$48.45 |
| 18    | \$41.85 | \$43.92 | \$46.12 | \$48.45 | \$50.85 |
| 19    | \$43.92 | \$46.12 | \$48.45 | \$50.85 | \$53.40 |
| 20    | \$46.12 | \$48.45 | \$50.85 | \$53.40 | \$56.07 |
| 21    | \$48.45 | \$50.85 | \$53.40 | \$56.07 | \$60.93 |
| 22    | \$50.85 | \$53.40 | \$56.07 | \$60.93 | \$63.97 |
| 23    | \$53.40 | \$56.07 | \$60.93 | \$63.97 | \$67.18 |
| 24    | \$56.07 | \$60.93 | \$63.97 | \$67.18 | \$70.53 |
| 25    | \$60.93 | \$63.97 | \$67.18 | \$70.53 | \$74.05 |
| 26    | \$63.97 | \$67.18 | \$70.53 | \$74.05 | \$77.77 |
| 27    | \$67.18 | \$70.53 | \$74.05 | \$77.77 | \$81.64 |
| 28    | \$70.53 | \$74.05 | \$77.77 | \$81.64 | \$85.72 |
| 29    | \$74.05 | \$77.77 | \$81.64 | \$85.72 | \$90.03 |
| 30    | \$77.77 | \$81.64 | \$85.72 | \$90.03 | \$94.50 |
| 31    | \$81.64 | \$85.72 | \$90.03 | \$94.50 | \$99.25 |