

*CAMBRIA COMMUNITY SERVICES DISTRICT*  
*AND*  
*SERVICE EMPLOYEES INTERNATIONAL UNION,*  
*LOCAL 620*

MEMORANDUM OF UNDERSTANDING



~~November 15, 2018 – November 15, 2019~~  
January 16, 2020 – January 16, 2025

TABLE OF CONTENTS  
**MEMORANDUM OF UNDERSTANDING**  
**CCSD AND SEIU LOCAL 620**  
*Article Number Order*

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
<u>NUMBER</u>		

**Contents**

1.	DESIGNATION OF THE PARTIES.....	1
2.	RECOGNITION .....	1
3.	COMPOSITION OF UNITS.....	1
4.	REPRESENTATION .....	1
5.	UNION STEWARDS .....	2
6.	USE OF DISTRICT FACILITIES .....	2
7.	MANAGEMENT RIGHTS RESERVED.....	2
8.	EMPLOYEES' RIGHTS.....	4
9.	UNION RIGHTS .....	4
10.	NON-DISCRIMINATION .....	4
11.	PERSONNEL FILES .....	4
12.	PROMOTIONS, APPLICATIONS AND APPLICANTS .....	4
13.	WORKING OUT OF POSITION.....	5
14.	LAYOFF AND REINSTATEMENT POLICY .....	5
15.	GRIEVANCE PROCEDURE .....	5
16.	HOURS OF WORK .....	6
17.	OVERTIME.....	7
18.	COMPENSATORY TIME .....	7
19.	STANDBY PAY .....	7
20.	AFTER HOURS CALL-BACK .....	8
21.	HOLIDAYS .....	8
22.	VACATION .....	9
23.	SICK LEAVE .....	10
24.	FAMILY MEDICAL LEAVE.....	12
25.	BEREAVEMENT LEAVE .....	12
26.	DEFINITION OF IMMEDIATE FAMILY FOR BEREAVEMENT LEAVE .....	12
27.	ADMINISTRATIVE LEAVE .....	12
28.	JURY DUTY .....	13
29.	ALLOWANCES .....	13
30.	HEALTH BENEFITS.....	15
31.	DENTAL INSURANCE .....	16
32.	LIFE INSURANCE.....	16
33.	SEXUAL HARASSMENT POLICY .....	16
34.	DOMESTIC PARTNERS.....	17
35.	RETIREMENT .....	17

36. STATE DISABILITY INSURANCE (SDI)..... 17

37. PART-TIME EMPLOYEES..... 17

38. ADVANCEMENT IN SALARY ..... 18

39. PROMOTIONAL ADVANCES ..... 18

40. RATES OF PAY ..... 18

41. CONTRACT/JOB DESCRIPTION REVIEW ..... 19

42. INCORPORATION OF INDEPENDENT DOCUMENTS..... 19

43. TERM OF MEMORANDUM OF UNDERSTANDING ..... 19

44. VIDEO DISPLAY TERMINAL (VDT) USE ..... 20

45. CONTRACTING OUT ..... 20

46. DISTRICT POLICIES AND PROCEDURES ..... 20

47. SEVERABILITY CLAUSE ..... 20

48. DISTRICT DMV PULL NOTICE ..... 20

49. PROBATION PERIODS FOR NEW AND PROMOTIONAL APPOINTMENTS..... 20

50. DEFERRED COMPENSATION 457 MATCH ..... 20

CAMBRIA COMMUNITY SERVICES DISTRICT AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 620  
MEMORANDUM OF UNDERSTANDING

FOR THE PERIOD OF ~~November 15, 2018~~ January 16, 2020 - January 16, 2025 ~~November 15, 2019~~

1. DESIGNATION OF THE PARTIES

This Memorandum of Understanding (M.O.U.) is made by and between the Cambria Community Services District, a Special District, hereinafter called the District, and the Service Employees International Union, AFL-CIO, CLC, Local 620, hereinafter called the Union.

2. RECOGNITION

The District recognizes the Union as the majority representative of employees in the Office Unit & Operations and Maintenance Unit, as described in Section 3 of this MOU, for the purpose of meeting and conferring regarding wages, hours, and other terms and conditions of employment.

3. COMPOSITION OF UNITS

The District constructed the below employee units, which exclude management and confidential classifications, based on an appropriate community of interests. The unit classifications, including appropriate supervisory employee classifications, are as follows:

OFFICE UNIT

Administrative Technician I, II, III and IV  
~~Finance Specialist~~

OPERATIONS AND MAINTENANCE UNIT

Water Treatment Operator I, II, and III  
Water Treatment Operator-in-Training  
~~Water Treatment Senior Operator~~  
Wastewater Operator I, II, and III  
Wastewater Operator-In-Training  
~~Wastewater Senior Operator~~  
Laboratory Technician  
Maintenance Technician  
~~Collections Systems Worker~~  
~~Wastewater System Supervisor~~  
~~Water System Supervisor~~

4. REPRESENTATION

A. The District and the Union agree that Union Officers and Representatives shall be allowed to meet with District Representatives for the purpose of Meeting and Conferring in good faith. If meetings occur during working hours, reasonable numbers of participating employees will receive reasonable time off without loss of compensation or any other benefit when formally Meeting and Conferring with representatives of the District.

- B. The Union agrees to provide the District Employee Relations Officer with a list of Union Officers and Representatives who are authorized to Meet and Confer in good faith and to keep the list up to date.
- C. The District agrees that Union staff representatives shall be given access to working locations during hours of work to conduct grievance investigations. A staff representative is defined as a paid full-time or part-time employee of the union.

#### 5. UNION STEWARDS

- A. The Union shall furnish the District Employee Relations Officer with a written list identifying by name and work location all regular and alternate stewards.
- B. One union steward shall be authorized when participating in the investigation and processing of a grievance to take a reasonable amount of District time without loss of compensation or benefits to perform these duties.

#### 6. USE OF DISTRICT FACILITIES

- A. The parties agree that the Union shall have the right to use District bulletin board space allocated for Union literature and notices at the various work sites, but limited as provided by Article IV, Section 2, of Ordinance 6-86. (See Appendix A) This includes allowance of notices of Union meetings.
- B. Upon prior arrangement with the District Employee Relations Officer or designee the District shall provide a meeting room (if available) at no cost to the Union during non-working hours for the purpose of conducting meetings.

~~7. — This Article is no longer legally valid or allowed per the United States Supreme Court decision — Janus and SB 866, and is subject to a pending meet and confer and side letter; in the interim, the District will comply with Janus and SB 866.~~

#### 7. MANAGEMENT RIGHTS RESERVED

- A. Relegation of Management Rights - The District retains, solely and exclusively, all rights and authority of Management which have not been expressly abridged or limited by the various provisions of: (1) The Employer-Employee Relations Ordinance of Cambria Community Services District (Ordinance 6-86, as it now exists or may subsequently be amended); or of: (2) This Memorandum of Understanding.
- B. Specific Management Rights Reserved - The sole and exclusive rights and authority of Management, which are not abridged by this Memorandum of Understanding, shall include but shall not be limited to, the following:
  - 1. Those rights stated in Article I, Section 5: District Rights of District Ordinance 6-86 (See Appendix B).
  - 2. The right to determine the existence or non-existence of facts that are the basis for management decision.

3. The right to determine the nature, manner, and extent of services to be provided to the public, methods of financing, and types or equipment to be used.
4. The right to establish, continued, discontinue, or modify policies, practices, or procedures (subject to provisions of Meyers-Milias-Brown Act).
5. The right to determine, and to re-determine from time to time, the number, relocation, relocation and types of its operations, and the methods, processes and materials to be employed, including the right to introduce new or improved methods or facilities; to discontinue processes or operations or to discontinue their performance by employees; the right to contract for or subcontract any work or operations of the District; to determine the number of hours per day or per week operations shall be carried on, and the schedules thereof (subject to provisions of Meyers-Milias-Brown Act).
6. The right to select, determine and schedule the number and types of employees required.
7. The right to assign work to such employees in accordance with requirements determined by management consistent with provisions provided in District's Policy, Procedures & Rules.
8. The right to establish and change work schedules and assignments (subject to provisions of Meyers-Milias-Brown Act).
9. The right to transfer, reclassify, promote, or demote employees, or to layoff, terminate, or otherwise relieve employees from duty for lack of work or other lawful reasons; to determine the facts of lack of work.
10. The right to make and enforce safety rules and work rules for the maintenance of discipline, and to take disciplinary action.
11. The right to determine and exercise the procedures and standards of selection for employment and promotion.
12. The right to establish and enforce dress and grooming standards (see District Personnel Policy, Procedures & Rules, Sec. 11.1, No. 35, for example).
13. The right to determine the content and intent of job classifications.
14. The right to determine the style and/or types of District-issued wearing apparel, equipment or technology to be used.
15. The District shall reserve all other prerogatives and responsibilities normally inherent in management, provided the same are not contrary to Ordinance 6-86 or this Memorandum of Understanding (subject to provisions in Meyers-Milias-Brown Act).

8. EMPLOYEES' RIGHTS

Employees of the District shall have the rights specified in Article I, Section 4 of the District Ordinance 6-86 (See Appendix C).

9. UNION RIGHTS

A. Leave for Union Business - The District will allow an employee to take leave for Union business if the General Manager determines that such leave will not be disruptive of District business. One employee per calendar year shall be designated to attend Union Board meetings. Such employee, with prior approval of the employee's supervisor, may attend Union Board meetings. District shall provide up to four (4) hours of regular straight time up to four (4) times per year.

B. Names of Unit Members - The District will give the Union a list of names, classification and work location of unit members upon request by the Union. The District will not charge for the list.

C. Agenda - The District will make available to the Union, in the same manner as to the public, the Agendas for District Board Meetings.

10. NON-DISCRIMINATION

A. The District and the Union agree that the provisions of this agreement shall be applied equally to all employees without favor or discrimination because of race, religion, color, sex, age (40 and over), physical or mental disability, medical condition, genetic characteristics or information, marital status, sexual orientation, national origin, ancestry, military and veteran status, or any basis protected by law.

B. The District and the Union agree that neither will unlawfully interfere, intimidate, restrain, coerce, or discriminate against any employee in his/her free choice to participate or not participate in union activities, or to join or not to join the Union.

11. PERSONNEL FILES

A. Inspection of files: Material in the personnel file of a unit member which may serve as a basis for affecting the status of his/her employment will be made available for inspection by the person involved.

B. Comments and review: When information of a derogatory nature is placed in his/her personnel file a unit member will be given notice and an opportunity to review and comment on that material. An employee will have the right to have his/her own written comments attached to any such derogatory statement, within a reasonable time after the item is placed in his/her personnel file.

C. Authorization to examine files: A unit member shall have the right to authorize, in writing, a representative to examine his/her personnel files.

12. PROMOTIONS, APPLICATIONS AND APPLICANTS

See District's Personnel Policy, Procedures & Rules, Article 4 for Applications and Applicants and Article 10.2 for Promotions. Also see payment and compensation plan Article 4.3 Promotional Advancement.

13. WORKING OUT OF POSITION

Employees directed by their supervisor and assigned to work in a higher salary range position for 24 consecutive work hours, or more in any pay period shall be paid for the entire pay period they are required to work out of classification at step "A" on the salary range of the classification worked, or on that step which will give them a one step increment increase over their regular rate of pay, whichever is greater. No out-of-position assignment shall exceed nine hundred sixty (960) hours per fiscal year when the temporarily reassigned employee is providing coverage during recruitment to fill a vacant higher-level classification.

14. LAYOFF AND REINSTATEMENT POLICY

A. LAYOFF POLICY

When, in the judgment of the Board, it becomes necessary to make a reduction in the work force, said reduction shall be accomplished through attrition. If a reduction in the work force is necessary, layoffs shall be based on seniority within the classification targeted for elimination whenever possible. The District shall provide thirty (30) days written notice to the employee(s) affected. Employees subject to layoff shall be eligible to voluntarily demote to a lower classification based on seniority in the lower classification. Reinstatement from layoff shall be based on seniority in the classification where the vacancy occurs. Eligibility for reinstatement by an employee laid off shall be for a period of twenty-four (24) months from the date of the layoff.

B. BUMPING RIGHTS

When a covered employee accepts a promotion or reassignment within covered classifications and fails to successfully complete the probationary period for that new promotion or assignment, the affected employee shall have the right to return to the previously held classification, or its replacement if applicable, subject to seniority with the District, based on the employee's original date of hire.

C. REINSTATEMENT POLICY

A former covered employee who has separated from his/her employment with the District in good standing may request reinstatement to his/her previously held position with the District within three years (36 months) of such severance. Under these conditions, reinstatement may be granted by the General Manager, provided there is a vacancy in the previously held classification at the time of the request. If reinstatement is granted, the reinstated employee shall be assigned a new date of hire (the reinstatement date) for seniority purposes, and as allowed by law, shall have leave accruals established at the rates in place at the time of the termination in good standing. The health care reimbursement program shall be based upon the new hire date as defined in Article 30C. Such reinstated employee shall serve the typical probationary period for the classification filled through reinstatement.

15. GRIEVANCE PROCEDURE

A. Purpose: It is the purpose of this Article to provide an avenue of communication through which an employee or groups of employees may have their complaint heard and decided in an orderly and fair manner. An employee or an employee group may be represented, by their exclusive representative, in their dealings with the District under this Article.

- B. Definition of Grievance: A grievance is a complaint of an employee or group of employees concerning the interpretation or application of:
1. The administration of the conditions of employment, including job description, salary, and benefits in force between the District and the employee.
  2. Working conditions within the control of the Manager, including the District's Policies, Procedures and Rules, and for which no other procedures for orderly solution of such complaints exist.
- C. Informal Discussion: Any employee, or group of employees, shall first discuss the alleged grievance with the immediate supervisor within twelve (12) working days of the event comprising the alleged grievance. If the employee is still dissatisfied with the supervisor's solution to the complaint, the grievance may be presented into the grievance procedure.

Procedure: The grievance procedure shall be as follows:

1. If a complaint or grievance has not been resolved at the informal discussion stage, the grievant may submit his/her complaint in writing to the Manager within five (5) working days of the informal discussion. Within ten (10) working days of receipt of such grievance, the Manager shall investigate and provide a written response to the grievance.
2. If, within five (5) working days of receipt of the Manager's written response to the grievance, the employee is still dissatisfied with the resolution proposed, the employee may appeal in writing to the Manager for a hearing before the District Board. The Manager, upon receipt of the written appeal to the Board shall schedule an executive closed session of the Board (unless the appellant requests in writing an open session). The session may be at the Board's next regular meeting, or at any time within 30 working days of the Manager's receipt of the written appeal to the Board. The employee may present his opinion and present facts to the Board and the Board shall hear District evidence and the recommendation of the Manager. The Board may continue the hearing if this is deemed necessary. The Board shall render its decision within thirty (30) working days from the close of the hearing. The Board's decision shall be final.
3. Refer to Appendix E for grievance form.

## 16. HOURS OF WORK

- A. Work Schedule:  
Covered employees shall be assigned to work 80 hours in each two-week payroll period on a 9-80 work schedule, consisting of eight work-days of nine hours each and one work day of 8 hours. Assignment of work days and scheduled days off under this schedule shall be at the discretion of the District.
- B. Emergency Response:

In the event of a declared emergency, the General Manager or his/her designee shall have the authority to suspend all leave and cause all employees to return to duty.

C. Paydays:

Paydays shall be bi-weekly on alternate Fridays. If a payday falls on a holiday, paychecks will be issued the last workday prior to the designated payday.

17. OVERTIME

In addition to their regular time bi-weekly pay, which may include holiday pay or other paid leave, covered employees will receive overtime pay at a rate of 1.5 times the regular hourly rate of pay for all hours worked in addition to the assigned work schedule.

Overtime is defined as hours worked in excess of the regular daily work schedule or in excess of the assigned 40-hour week on the 9-80 work schedule. Excluding sick leave, paid leave time shall be considered time worked for the purpose of computing overtime hours.

If an employee works on a holiday, in addition to the straight time standard holiday pay, all actual hours worked on that holiday shall be compensated at the overtime rate of 1.5 times the actual hours worked.

Authorization for overtime work must be given in advance by the Department Head if the need for such overtime work can be anticipated during normal working hours. During evenings and weekends, the employee on stand-by duty is authorized to perform essential emergency work and to approve the overtime hours of one additional employee to assist when necessary. If more than one additional employee is needed to assist, then approval must be obtained from a supervisor or manager.

18. COMPENSATORY TIME

Definition: For purposes of this M.O.U., compensatory time off ("CTO") is time earned for overtime hours worked but not cashed out (as opposed to "paid leave time" which encompasses all paid leave categories including but not limited to CTO, Standard Holiday Pay, Float Holiday Pay, Vacation Leave, Sick Leave, Paid Administrative Leave, etc.)

Compensatory time balances as of the first full pay period in June of each year shall automatically be converted to a cash payment to the employee on the last paycheck in June unless State or Federal regulations indicate differently, or extenuating circumstances warrant the General Manager to authorize a carry-over amount not to exceed 40 hours upon request of an employee. Requests for carry-overs must be submitted in writing to the General Manager no later than June 15<sup>th</sup> of each year. In no event may CTO accrue more than the legally allowed 240 hours.

19. STANDBY PAY

Certain employees will be required to be on standby for rapid response to District operational problems or emergencies after hours, weekends or holidays. Such standby duty will normally be rotated among employees in a department, as determined by the Department Manager. Standby duty is normally assigned for one week at a time, thus requiring standby outside of duty hours on 5 weekdays plus standby on 2 week-end days. Effective upon ratification, for each day's standby assignment an employee will be paid

\$50.00 per day. The \$50.00 is a flat daily stipend and is not subject to overtime calculations.

This is in addition to the employee's pay for regular duty work schedule and is also in addition to any overtime actually worked. Thus, if an employee on standby must respond to a problem that results in time actually worked in excess of 40-hour week, the standby employee will be paid for the time actually worked at one and one-half times the regular rate. An employee on standby duty will be required to wear a pager and remain in the local area where the pager is active. The standby employee may pursue any personal activity that leaves him/her available to promptly respond to calls for response to operational problems or emergencies.

20. AFTER HOURS CALL-BACK

Call back is defined as a non-exempt employee actually and physically returning to District facilities or a service location.

Call back does not include communications, including via text, email, and/or telephone call, that do not require the employee to physically return to District facilities or a service location. Such required work communications, excluding non-compensable de minimus time (six minutes or less, but not excluded if occurring between 10:00 pm and 6:00 am), are accounted for separately as time worked in log entries in increments of 15 minutes (for time worked between seven and fifteen minutes).

Each non-exempt employee who is called back to work after normal work hours, including on-call workers, shall be compensated for a maximum of 2 hours for all work actually performed during the 2-hour period. If actual work exceeds 2 hours, then all time worked will be accounted for and paid on an hour for hour basis. If the time worked on call-back qualifies as overtime, then the hours worked will be compensated at one-and-one-half times the regular rate. This call-back section applies to call-back on regular work days or on week-ends and holidays.

21. HOLIDAYS

The following are the eleven standard paid holidays observed by this District:

- |                        |                  |                        |
|------------------------|------------------|------------------------|
| New Year's Day         | Independence Day | Thanksgiving Day       |
| Martin Luther King Day | Labor Day        | Day After Thanksgiving |
| President's Day        | Columbus Day     | Christmas Day          |
| Memorial Day           | Veterans Day     |                        |

In lieu of Lincoln's Birthday, Admissions Day and the half day for Christmas Eve/New Year's Eve, float holiday time shall be provided each employee employed by the District on July 1 of each year, provided the employee was employed continuously- for twelve (12) months. by the District on or before the previous January 1<sup>st</sup>. Float holiday hours will be accrued on July 1<sup>st</sup> of each year based on the following chart:

Regular # of hours/day	Total # of Holiday Hrs/Yr		11 Std Holiday Hours/Yr		July 1 <sup>st</sup> Float Holiday Hours to Accrue
8	110		88		22
9	110		98		12
10	110		110		0

*Per Section 22 C – regular part time employees shall receive holiday pay on a pro rata basis:*

4 hrs/day	55 hrs/yr		44 std hol hrs		11 float hrs
etc.					

- A. No employee, except an employee on paid leave, will be eligible for regular holiday pay unless he or she shall have worked the regularly scheduled shift preceding and following the designated holiday.
- B. Unless otherwise provided in this Article, when a holiday listed herein falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day listed, and when a holiday falls on a Saturday the preceding Friday shall be deemed to be the holiday in lieu of the day listed. If the holiday falls on an employee's Standard Day Off, the employee is to take the holiday on their regular scheduled work day either immediately preceding or following their Standard Day Off.
- C. Regular part-time employees shall receive holiday pay on a pro rata basis according to hours worked. This does not apply to temporary employees.
- D. The Friday after Thanksgiving is a standard paid holiday and is allotted 8 hours in the chart above. If your SDO (standard day off) is scheduled for that Friday, your SDO stays on that Friday, and you move the holiday to another day (see item B above) – in these instances: fill out a PAF, request an alternate day off, show 8 hours standard holiday pay on the alternate day off, and 1 hour float holiday pay (or other type of paid leave) if you are taking a 9 hour day off.
- E. Float Holiday balances as of the first full pay period in June of each year shall automatically be converted to a cash payment to the employee on the last paycheck in June unless State or Federal regulations indicate differently.

## 22. VACATION

Every full-time unit member shall earn paid vacation at the prescribed rate under 23A as part of his/her compensation. Unit members shall also earn vacation credit during any paid leave. Regular, non-temporary, part-time unit members accrue vacation time on a pro rata basis according to the percentage of full-time work assigned the position.

- A. Vacation shall be earned as follows:
- 1 through the end of the 5<sup>th</sup> year of service (60 months):  
3.08 hours biweekly (80 hrs/yr)
  - 5 through the end of the 10<sup>th</sup> year of service (120 months):  
4.61 hours biweekly (120 hrs/yr)
  - 10 through the end of the 15<sup>th</sup> year of service (180 months):  
6.15 hours biweekly (160 hrs/yr)
  - 15 years or more (180 months plus one day):  
7.69 hours biweekly (200 hrs/yr)

23. SICK LEAVE

- A. Paid sick leave is available to all employees for all uses permitted by law as set forth in the District's Personnel Policies and Procedures.

Each full-time employee will earn sick leave from the date of employment, at the rate of 3.70 hours per biweekly pay period (96 hours/year). Regular part-time employees shall receive sick leave pay on a pro rata basis according to hours worked. This does not apply to temporary employees. Unused sick leave may be accumulated without limit. Unit members may use up to one-half of one year's annual accrual (e.g., 48 hours for full-time employees) for family sick leave purposes.

- B. Sick leave may be used for reasons provided by law as set forth in the District's Personnel Policies and Procedures, and such things as: personal illness or injury; required attendance of an employee upon a sick or injured spouse, child or other immediate family member residing with the employee; medical or dental appointments to the extent that such appointments cannot be scheduled outside the work day. An employee may be granted sick leave only in the case of actual sickness as defined herein. No employee who is on sick leave shall engage in work or other activities which would negatively affect the employee's ability to return to work and to perform the duties assigned.
- C. Sick Leave Requests. An employee requesting sick leave shall notify his/her immediate supervisor or the Department Head no later than one (1) hour before the time their work shift begins or immediately when taken ill during work hours. Failure to do so without good reason, as determined by the Administrative Services Officer, Department Head, or their designee, may result in that day of absence being treated as leave of absence without pay. The employee, or the employee's designee, will first attempt to personally notify the employee's immediate supervisor or Department Head before utilizing voicemail, e-mail, and/or text message to make the sick leave request.
- D. Physician's Certificate Requirements. In the event that an employee has requested or taken sick leave for three (3) or more workdays, the District may require the employee to immediately, or as soon as possible, provide a physician's certificate as to the illness or injury, duration, the treatment recommended for it, and/or an approval of the employee's intended return to work. However, the District may require such certification regarding sick leave use at any time, including when the District has reason to believe that sick leave is being abused. The General Manager or the General Manager's authorized representative may terminate or withhold said benefits if the employee fails to furnish satisfactory or non-falsified proof of illness or accident.
- E. Abuse of Sick Leave. An employee is subject to disciplinary action for abuse of sick leave which is defined as a claim of entitlement to sick leave when the employee does not meet the requirements of sick leave as defined above, when they engage in work or other activities which negatively affect their ability to return to work, or when they furnish falsified proof of illness or accident.

- F. **Excessive Use of Sick Leave.** Excessive use of unprotected sick leave may be considered in establishing the performance rating. Unprotected sick leave is sick leave which is not used in connection with Family Sick Leave, a reasonable accommodation for a disability, or any other leave that is provided under the law for which sick leave may be used. Excessive use of sick leave, tardiness, and failing to use the call-in procedures when absent or tardy can negatively impact the performance of your job or affect others in the performance of their job. Examples of excess use may include whether an employee's sick leave use indicates a pattern of use on or around specific days of the week, the number of absences compared to other employees, whether absenteeism is limited to a finite time period or whether it continues over time, the basis for the absenteeism and the significance of the impact on the performance of the employee's job or of others.
- G. Upon termination of a full-time or regular part-time employee in good standing (i.e., resignation/retirement excluding disciplinary termination and resignation/retirement in lieu of disciplinary termination), he/she will be paid for 50% of accumulated but unused sick leave, up to a maximum accrual amount of 720 hours. Therefore, the maximum that will be paid is  $50\% \times 720 = 360$  hours.
- H. Employees may voluntarily transfer up to forty (40) hours of unused sick leave per fiscal year in one (1) hour increments to a "sick leave bank" under the conditions established herein. The sick leave transfer shall be on an hour for hour basis and subject to the following conditions:
1. The employee donating the sick leave must have a minimum of eighty (80) hours of accrued sick leave available after the donation. No transfers of sick leave shall be allowed when the donating employee is terminated, separated or retires from the District within nine (9) months after the donation. All transfers to the "sick leave bank" shall be non-reversible and donations shall be processed on the District's Personnel Action Form in the same manner as any other leave request.
  2. Employees eligible to receive sick leave hours from the "sick leave bank" must have been employed by the District for a minimum of eighteen (18) months, have exhausted all paid leave and are suffering from a long term illness or injury that will result in the loss of work for a period of at least twenty consecutive (20) working days. These "sick leave bank" provisions shall extend to the required attendance of an employee for the care of a spouse, child or other immediate family member residing with the employee. The General Manager shall review, approve, modify or deny requests for use of the "sick leave bank" based on the employee requests and the criteria established in this Section.
  3. Employees utilizing the "sick leave bank" may integrate these benefits with the provisions of Section 36 of this Memorandum of Understanding for State Disability Insurance, as well as Worker's Compensation, provided however, that the total compensation from these sources combined shall not exceed the employee's base salary.

4. The District reserves the right to request additional information on the nature of the injury or illness and/or require verification from a medical doctor regarding the diagnosis prior to making an eligibility determination.
5. The maximum sick leave available for use by an eligible employee during any twelve (12) month period shall be the lesser of 1056 hours or the amount of sick leave available in the "sick leave bank". Allocation of hours from the "sick leave bank" shall commence on the date that all other leave of the requesting employee is exhausted. Subsequent eligibility by additional employees for use of the "sick leave bank" shall result in the concurrent use of available hours in the "sick leave bank".

I. Twenty four (24) hours of sick leave may be converted to vacation or pay if no sick leave is used by an employee during the calendar year provided that the employee was employed continuously from January 1<sup>st</sup> through December 31<sup>st</sup>. The employee must request the conversion during the month of January for the previous calendar year. Failure to request the conversion during January will result in ineligibility for conversion for the previous calendar year. All requests for conversion are non-reversible and shall require prior approval by the General Manager.

#### 24. FAMILY MEDICAL LEAVE

Unit members shall be eligible for benefits under the California Family Rights Act or Federal Family Medical Leave Act pursuant to state and federal law or District policy. Leaves of absence will run concurrently with the CFRA or FMLA when applicable.

#### 25. BEREAVEMENT LEAVE

A unit member shall be eligible for a temporary leave of absence without loss of salary, upon the death of any member of the immediate family. Such leave is available for each incident, and shall be limited to 3 days (24 hours), where the death and service are within the State of California, and up to five days (40 hours) where the death or service is outside the State. If bereavement leave has been exhausted, a covered employee may elect to use other paid leave including sick leave, if necessary, for this purpose. "Immediate family member" is defined below and by law. The employee shall include their familial relationship to the deceased on their Personnel Action Form.

#### 26. DEFINITION OF IMMEDIATE FAMILY FOR BEREAVEMENT LEAVE

"Member(s) of Immediate Family" as used for Bereavement Leave only shall mean mother, father, husband, wife, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, guardian with whom employee has lived, and as provided by law. The definition includes "In-Law" relationships in each case and "Step" relationships in the case of parents and children.

#### 27. ADMINISTRATIVE LEAVE

Each Office Unit Employee with at least one (1) year of service with the District shall be credited with eighteen (18) hours of Administrative Leave annually. Administrative Leave shall be credited in July of each year provided the employee was employed continuously for twelve (12) months by the District on or before the previous January 1<sup>st</sup>.

Administrative Leave balances as of the first full pay period in June of each year shall automatically be converted to a cash payment to the employee on the last paycheck in June unless State or Federal regulations indicate differently.

28. JURY DUTY

Employees of the District who are called or required to serve as a trial juror upon notification and appropriate verification submitted to his/her supervisor shall be entitled to be absent from his/her duties with the District during the period of such service or while necessarily being present in court as a result of such call. The employee's normal pay shall be continued during jury duty. The employee shall turn over his/her jury duty pay to the District. Temporary employees shall not be paid during their absence from work on jury duty.

29. ALLOWANCES

- A. Employees in the operations and maintenance unit shall receive an annual boot or safety shoe allowance of \$150 payable in July of each year.
- B. Employees in the operations and maintenance unit shall receive an annual clothing allowance of \$250 payable in July of each year.

Employees shall maintain their uniforms and other clothing worn on the job in neat and clean condition. The employee shall replace worn or damaged clothing items at their own cost with the exception of coveralls or other job specialty clothing.

In addition, the District may, at its sole discretion following inspection of the previous year's clothing, provide the following articles of clothing once annually:

5 long sleeve shirts  
5 short sleeve shirts  
1 jacket  
plus hats as needed

Employees shall be required to wear these items while on duty.

- C. The District shall provide an on-going Training & Education Allowance for employees who have received recognized certifications and education above what is required for their job classification. Recognized certificates shall include but not be limited to State Department of Health Services (DHS) Operator Grades above Level II in Wastewater, Water and Laboratory; California Water Environment Association (CWEA), Collection Grades above Level II, American Water Works Association (AWWA) Certifications, Associate of Arts/Science Degrees, Bachelors in Arts/Science Degrees, Spanish Language Certification and other related training and education from a certified institution approved by the General Manager. for certificates and/or degrees obtained after July 1, 1997. Such reimbursement shall be in accordance with the schedule identified below. In order to be eligible, the employee must have obtained the certificate and/or degree while employed by the District and has had prior approval from the General Manager that the training and/or education program qualifies under this allowance. An employee shall only be eligible for reimbursement in the fiscal year in which the training and/or

education was completed. Such allowance is not cumulative and may not be carried over from one fiscal year to the next. The maximum allowance in any one fiscal year shall not exceed three hundred and fifty dollars (\$350.00) per employee. Training & Education allowances shall be limited to two (2) attempts for each certification unless otherwise approved by the General Manager.

The following allowances shall be allocated based on satisfactory completion of course work and/or receipt of the appropriate certification:

Water, Wastewater, Laboratory & Collection System Certificates:

Level III	\$100
Level IV	\$200
Level V	\$300
Associate of Arts/Science:	\$250
Bachelors of Arts/Science:	\$350
Spanish Language Classes above entry level:	\$100
AWWA and other programs approved by the General Manager:	\$100

Employees are also eligible for a one-time, one hundred dollar (\$100.00) incentive payment for each certification obtained not required for their current position. Employees must receive written prior-approval from the General Manager to be eligible for incentive payment for each certification.

~~A maximum of five employees shall be selected on a voluntary basis by the General Manager for the Dive Team. The Dive Team's responsibility shall include, but not be limited to, research, monitoring and other activities related to the District's Desalination Intake and Outfall Facilities. The District General Manager shall determine the effective date of the establishment of the Dive Team based on progress associated with the Desalination Project. An approved list of equipment required by the District shall be established by the General Manager. The District shall reimburse the employee for all District required equipment, provided prior approval is first obtained from the General Manager. Commencing the first July 1, following two years after establishment of the Dive Team, the District shall provide an allowance of two hundred dollars (\$200.00) for diving equipment repair, maintenance and replacement. Upon separation or resignation by a Dive Team Member or discontinuance of the Dive Team for any reason, employees reimbursed for equipment shall either return the equipment to the District, or reimburse the District for the current value of the equipment. The current value of the equipment shall be based on the total purchase price less straight line depreciation of the equipment at 20% of total cost per year in service.~~

D. Prescription Safety Glasses. The District agrees to provide each employee in the bargaining unit a maximum allowance of up to one-hundred fifty hundred dollars (\$150) per fiscal year for medically required prescription safety glasses. Employees will purchase approved prescription safety glasses from a vendor of their choice and submit a request for reimbursement. Upon reimbursement by the District, the employee shall maintain and wear such prescription safety glasses when performing his/her duties with the District.

E. Bilingual Premium Pay.

- a. The District, in its discretion, may designate a certain number of bargaining unit employees who will be called upon to speak, translate, read or write in Spanish as part of his/her regular duties. Such circumstance(s) will not be interpreted as the employee working out of his/her classification.
- b. The General Manager, or his/her designee, within his/her discretion, will determine the number of employees assigned and which eligible employees will be offered and/or retain a bilingual designation.
- c. Eligible employees, as defined below, who receive a bilingual assignment will receive bilingual premium pay in the amount of twenty-five (\$25) dollars per pay period for all pay periods actually worked.
  - i. Employees must pass a proficiency test as determined appropriate by the District. The proficiency test may measure, among other skills, an employee's ability to communicate, read, or write, fluently, directly, and accurately in both English and Spanish.
  - ii. The District, in its discretion, may re-test employees' proficiency to determine continued eligibility for a bilingual designation.

### 30. HEALTH BENEFITS

A. For all regular employees working full-time, the District will pay 85% of the premiums currently in effect for employee and dependent coverage for the lowest cost plan available to District employees offered through the PERS system. However, the District shall have the unilateral discretion to provide a higher level plan. (the Blue Shield Net Value HMO plan is currently the lowest cost health plan that is utilized). The District payment is inclusive of the PERS minimum health contribution (current amount). The balance of the total District contribution is a cafeteria like plan contribution. In the event an employee elects a higher cost coverage, the employee shall pay the increased cost for that plan. District premium payments apply to retirees and their dependents as applied to active employees and their dependents for employees/retirees hired before October 1, 2012.

B. Employees hired after October 1, 2012 shall be eligible to receive retiree health contributions in an amount equal to the PERS minimum health contribution only.

### C. HEALTH REIMBURSEMENT ACCOUNT

- (i) **Regular employees**, after completion of their probationary period shall be eligible for the Health Care Reimbursement Program. Eligible employees shall receive a credit of \$1300 in the approved program for eligible costs each January 1<sup>st</sup>. This program shall be administered by an approved third party provider and shall conform to all applicable laws, rules and regulations.
- (ii) **Probationary employees** shall become eligible for this benefit upon successful completion of probation twelve (12) months of service. The benefit

is pro-rated for new employees and is not retroactive. It takes effect with the next full pay period after passing probation. Employer contributions are \$50 per pay period for the remaining periods in the calendar year after passing probation.

**Promotional probationary employees** are covered under paragraph (i) above.

- (iii) **Part-time employees** hired after July 1st 2006 are eligible for a pro-rated portion of the benefit. For example, half-time employees will be eligible for \$25 per pay period after successfully passing probation. Non-probationary, half-time employees are eligible for \$650 on January 1st. Full-time employees who convert to a part-time schedule will also have this benefit pro-rated based on their average hourly work schedule.
- (iv) **Retired Employees:** This benefit extends into retirement for employees who were hired before July 1st 2006. This benefit does not extend to the spouse of a retired employee. Employees hired on or after July 1st 2006 will not be eligible for this benefit after separation from the district whether through retirement, voluntary separation, or any other means.

D. If, during the term of this MOU, the legal requirements of the Affordable Care Act have an impact on District rights and obligations regarding health benefits for District employees, the District shall have the right to reopen Article 30 – Health Benefits, in order to meet and confer over such impacts.

### 31. DENTAL INSURANCE

A Dental Insurance policy will be provided for each unit member and his/her dependents. The District shall pay ~~90~~85% of the premiums for employee and dependent coverage for the lowest cost plan. However, the District shall have the unilateral discretion to provide a higher-level plan.

### 32. LIFE INSURANCE

A Group Life Insurance Plan will be provided with a \$25,000 life insurance policy for each unit member, a \$1,000 policy for each employee's spouse, and a \$1,000 policy for each employee dependent under the age of 21. The District will pay the full monthly premium for each unit member spouse and dependent children.

At its discretion, the District may revise its Group Life Insurance Plan to provide a \$50,000 life insurance policy for each unit member, a \$5,000 policy for each employee's spouse, and, at the District's discretion, either a \$2,500 or \$5,000 policy for each employee dependent under the age of 21. The District will pay the full monthly premium for each unit member, spouse, and dependent children up to a maximum contribution of \$10.00 per month for employee only policy or a maximum contribution of \$12.00 per month for employee-family policy.

### 33. SEXUAL HARASSMENT POLICY

The Sexual Harassment Policy provided as Appendix D shall be the policy of the District only until the Policy is updated in the District Personnel Rules, at which time, Appendix D will sunset.

### 34. DOMESTIC PARTNERS

Domestic partners (as defined by Family Code Section 297 and registered with the State of California) shall be included as dependents and eligible for specific benefits as is legally required. By extending to an employee the specific benefits defined by this Article, the District does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's domestic partner.

### 35. RETIREMENT

A. The District provides a Retirement Program for all regular employees working half-time or more. The Retirement Program may be provided through contract with the California Public Employees Retirement System (P.E.R.S.), as is currently provided and may be integrated with Federal Social Security Program, as is currently provided. The District shall provide the PERS 3% @ 60 retirement plan for covered employees hired prior to October 1, 2012, including single highest year computation and credit for unused sick leave. The District shall provide the PERS 2% @ 60 retirement plan for covered employees hired on or after October 1, 2012 up through December 31, 2012, including the 36 highest consecutive months' final compensation provision. All covered employees hired on or after January 1, 2013 who are defined as "new members" under PEPRRA will be covered by the 2% @ 62 retirement plan and the 36 highest consecutive months' final compensation provision.

B. All employees shall pay 100% of the PERS employee contribution. Employees receiving the 3% @ 60 retirement plan currently pay the entire 8% employee contribution, and employees receiving the 2% @ 60 retirement plan currently pay the entire 7% employee contribution, as determined by statute and CalPERS. All covered employees hired on or after January 1, 2013 who are defined as "new members" under PEPRRA will pay 50% of the total normal cost of the retirement benefit, as determined by CalPERS.

### 36. STATE DISABILITY INSURANCE (SDI)

The District shall provide for the integration of State Disability Insurance benefits with sick leave or vacation time on a pro rata basis. This procedure shall not allow the employee to receive more than he/she would have received if the employee were on duty, but shall allow the employee to receive a full salary for as long as his or her sick leave/ vacation reserves allow through integration.

### 37. PART-TIME EMPLOYEES

A. An average of under 20 hours per week will receive a pro-rata portion of vacation, sick leave and holiday pay only as recognized for new hires.

B. An average of over 20 hours per week will receive a pro-rata portion of leave i.e., vacation, sick leave and holiday pay as recognized for new hires. No health benefits, PERS retirement if and when eligible for membership.

C. An average of over 30 hours per week: will receive a pro-rata portion of health benefits, dental benefits, vacation, sick leave, and holiday, as recognized for new hires and PERS retirement in pro-rata portion.

38. ADVANCEMENT IN SALARY

The salary range as set forth for each position is divided into five (5) steps that shall be applied as follows. The ranges usually reflect approximately 5% between steps in the range.

A. Normally a newly appointed employee is placed upon the "A" step (bottom step) of his/her salary range. However, upon determination of the Manager that the needs of the District service and the qualifications of the newly appointed employee warrant such placement, the employee may be started on any step of the salary range.

1. Step Increases. Progression from one step of the salary range to the next shall be based upon a satisfactory written employee evaluation of the employee's performance by his/her Department Head, who shall make such recommendation to the Manager for concurrence. Progression from "A" step to "B" step will normally be at the satisfactory completion of the 12 month probationary period. If the probationary period is extended the initial step increase from "A" to "B" step will not be granted until the satisfactory completion of the extended probationary period. All other step increases ("B" to "C" step, and above) will be at one year intervals between steps, but only upon satisfactory performance review and merit increase recommendation by the employee's Department Head to the Manager, and the Manager's concurrence. (Note that a probationer who was initially appointed above the "A" step may satisfactorily complete probation in 12 months, but will not be eligible for merit step increase until one year from initial employment unless the General Manager determines that outstanding performance during probation warrants a merit increase at the completion of the probationary period).

B. Positions are assigned to ranges as indicated in Appendices G – I, attached.

39. PROMOTIONAL ADVANCES

Whenever a full-time employee is promoted to a higher position in the District's service he/she will be placed on a step in the salary range of the new position which will approximately result in at least a 5% increase in pay compared to the employee's existing pay range. If the top of the new position's salary range ("E" step) does not allow such 5% improvement, then the promotion shall be made to the "E" step of the promotional position's range.

40. RATES OF PAY

Wage Increases

First year of the agreement:

Effective the first full pay period following ratification and Board approval 1.25% Wage increase and 1.0% equity adjustment for Water, Wastewater, and Maintenance classifications in the district due to recruitment and retention concerns.

Second year of the agreement:

Effective the first full pay period following one year from ratification and Board approval 1.25% Wage increase and 1.0% equity adjustment for Water, Wastewater, and Maintenance classifications in the district due to recruitment and retention concerns.

Third year of the agreement:

Effective the first full pay period following two years from ratification and Board approval 1.5% Wage increase and 1.0% equity adjustment for Water, Wastewater, and Maintenance classifications in the district due to recruitment and retention concerns.

Fourth year of the agreement:

Effective the first full pay period following three years from ratification and Board approval 1.5% Wage increase and 1.0% equity adjustment for Water, Wastewater, and Maintenance classifications in the district due to recruitment and retention concerns.

Fifth year of the agreement:

Effective the first full pay period following four years from ratification and Board approval 1.5% Wage increase and 1.0% equity adjustment for Water, Wastewater, and Maintenance classifications in the district due to recruitment and retention concerns.

*Longevity Pay*

Upon completion of 10 years (120 months) of continuous employment with the CCSD, covered employees will receive a 5% increase in base salary.

Upon completion of 15 years (180 months) of continuous employment with the CCSD, covered employees will receive an additional 2.5% increase in base salary (resulting in 7.5% overall increase).

Upon completion of 20 years (240 months) of continuous employment with the CCSD, covered employees will receive an additional 2.5% increase in base salary (resulting in a 10% overall longevity increase).

Qualification for each increase shall be based on a covered employee's original date of hire with the CCSD. Such increases shall be applied at whatever salary range and step the employee occupies after becoming eligible.

Employees hired on or after October 1, 2012 will not receive longevity pay.

41. CONTRACT/JOB DESCRIPTION REVIEW

District and Union have reviewed existing contract language and job descriptions of represented employees. Such review has resulted in modifications to the Contract and employee job descriptions.

42. INCORPORATION OF INDEPENDENT DOCUMENTS

Only those paragraphs of the District's Ordinance 6-86, the paragraphs of the District's Personnel Policy, Procedures and Rules and the paragraphs of the District's Payment and Compensation Plan which paragraphs are specifically referred to in this M.O.U. shall be considered part of this M.O.U..

43. TERM OF MEMORANDUM OF UNDERSTANDING

The term of this M.O.U. shall be from ~~November 15, 2018~~ January 9, 2020 through ~~November 15, 2019~~ January 9, 2025. If either party requests modification or extension of the M.O.U. by August 15, ~~2019~~ 2024, then Meeting and Conferring shall commence no

later than September 15, ~~2019~~2024, to strive for such modification or extension.

Provided, however, on mutual agreement of the parties, items subject to the meet and confer process may be opened for discussion with the exception of wages and retirement benefits.

44. VIDEO DISPLAY TERMINAL (VDT) USE

District shall provide special equipment, including special eyeglasses, training on the health hazards of VDT use and such other materials and equipment upon request of an employee and approval by the General Manager. The cost of such equipment and other materials may be apportioned if it is used both on and off the job. Employees shall be allowed periodic breaks as approved by their supervisor when working continuously on a VDT. The District will make a concerted effort to reduce or eliminate noise from office equipment within office space and budget limitations.

45. CONTRACTING OUT

The District will notify the Union thirty (30) days in advance of Board action if it intends to contract out the functions currently performed by employees within the unit. Upon request, the District will meet with the Union to explain the reason for the decision to contract out and to solicit Union views on the proposal. Nothing in this section shall be construed to limit the rights of the Board of Directors to contract outside work in its sole discretion.

46. DISTRICT POLICIES AND PROCEDURES

Upon written notification by the District, SEIU agrees to promptly meet and confer over proposed changes to the Personnel Policies and Procedures that significantly affect employee's wages, terms, and working conditions.

47. SEVERABILITY CLAUSE

If any article or section of this M.O.U. shall be found invalid or unlawful by reason of existing or subsequently enacted legislation or by judicial authority, all other articles or sections of this M.O.U. shall remain in full force and effect for the duration of this M.O.U.

48. DISTRICT DMV PULL NOTICE

Any employee who is required to have a California Driver's License as a condition of their employment, must complete a DMV authorization form.

49. PROBATION PERIODS FOR NEW AND PROMOTIONAL APPOINTMENTS

All probation periods, shall be for a period of 12 months, unless extended by the General Manager.

50. DEFERRED COMPENSATION 457 MATCH

The district shall provide a matching monthly contribution of \$25.

IN WITNESS WHEREOF, the undersigned have signed this Memorandum of Understanding as of the date first above written.

**CAMBRIA COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
John F. Weigold IV, ~~Acting~~ General Manager/Employee Relations Officer

**SERVICES EMPLOYEES INTERNATIONAL UNION LOCAL 620**

By: Robert MacLeod 1/13/2020  
~~Robert MacLeod, Field Representative~~

**COMMITTEE MEMBERS**

By: John Bluff

By: Jim [Signature]

**APPENDICES**

- "A" ARTICLE IV, SECTION 2, OF ORDINANCE 6-86  
(Employee Organization Activities/Use of District Resources)
- "B" ARTICLE I, SECTION 5, OF ORDINANCE 6-86  
(District Rights)
- "C" ARTICLE I, SECTION 4, OF ORDINANCE 6-86  
(Employee Rights)
- "D" SEXUAL HARASSMENT POLICY  
(Adopted by Resolution 24-96, June 24, 1996 – sunsets immediately upon adoption of revised policy set forth in District Personnel Policies and Procedures.)
- "E" EMPLOYEE GRIEVANCE FORM

**APPENDIX A***Excerpt from ORDINANCE 6-86*

*(5/27/04: Note: this sheet does not represent the complete Ordinance 6-86. The boxed section below is the only pertinent section for purposes of this MOU.)*

... writing to the District Employee Relations Officer within fourteen (14) days of such change.

Section 2. Employee Organization Activities/Use of District Resources

Access to District work locations and the use of District paid. time, facilities, equipment and other resources by employee organizations and those representing them shall be authorized only to the extent provided for in the Memorandum of Understanding and/or administrative procedures and shall be limited to activities pertaining directly to employer-employee relationships and not such internal employee organization business as: soliciting membership, campaigning for office and organization meetings and election, and shall not interfere with the efficiencies, safety and security or normal conduct of the District operations.

ARTICLE V – MISCELLANEOUS PROVISIONS

Section 1. Construction

This Ordinance shall be administered and construed as follows:

- (a) Nothing in this Ordinance shall be construed to deny to any person, employee, organization, the District or any authorized official body or representative of the District, the rights, powers and authority granted by federal or state law;
- (b) This Ordinance shall be interpreted' so as to carry out its purposes as set forth in Article I. ...

## APPENDIX B

*Excerpt from ORDINANCE 6-86*

*(5/27/04: Note: this sheet does not represent the complete Ordinance 6-86. The boxed section below is the only pertinent section for purposes of this MOU.)*

### Section 5. District Rights

The District retains, solely and exclusively, all rights of management which have not been expressly abridged or limited by the various provisions of this Ordinance or of a Memorandum of Understanding. The rights of the District include, but are not limited to, the exclusive right to determine the mission of its constituent departments, committees and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of District operations; determine the method, means and personnel by which District operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission and emergency; and exercise complete control and discretion over its organization and the technology of performing its work. The District shall reserve all other prerogatives and responsibilities normally inherent in management, provided the same are not contrary to this Ordinance.

### Section 6. Procedural Guidelines

A. The District Employee Relations Officer, under direction of the Board of Directors, is responsible for implementation of this Ordinance, and the Board of Directors may establish such additional administrative procedures, rules and regulations as it deems necessary for ...

## APPENDIX C

*Excerpt from ORDINANCE 6-86*

*(5/27/04: Note: this sheet does not represent the complete Ordinance 6-86. The boxed section below is the only pertinent section for purposes of this MOU.)*

... interest of the District to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other employees or responsibly direct them or to adjust their grievance or effectively to recommend such action if the exercise of such authority is not merely routine or clerical in nature, but calls for the use of independent judgment.

(u) Valid election – means an election in which one choice receives the valid votes of more than fifty percent (50%) of the eligible voters in an appropriate unit.

### Section 4. Employee Rights

Employees of the District shall have the right, subject to the regulations established by the Board of Directors, to join and participate in the activities of an organization of their own choice and be represented by an organization in their employment relations with the District.

Employees of the District shall also have the right to refuse to join or participate in the activities of employee organizations and have the right to represent themselves individually in their employment relations with the District.

No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the District or by any employee organization because of his/her exercise of these rights.

**APPENDIX D**

ADOPTED BY RESOLUTION 24-96, JUNE 24, 1996

**CAMBRIA COMMUNITY SERVICES DISTRICT  
SEXUAL HARASSMENT POLICY – (Sunsets immediately upon adoption of revised policy set forth in District Personnel Policies and Procedures.)**

**Purpose.** It is legally mandated by State and Federal laws that employees have a right to work in an environment that is free from all forms of discrimination, including sexual harassment. Sexual harassment is a form of discrimination that is prohibited by Title VII of the Civil Rights Act of 1964 and California Government Code Section 12940. Sexual harassment is a costly form of discrimination that can result in expensive litigation that may result in back pay or punitive damage awards, withdrawal of Federal support funds and/or other adverse actions. District employees have a grave responsibility for maintaining high standards of honesty, integrity, impartiality and conduct to assure proper performance of the District's business and the maintenance of confidence of the people it serves. It is, therefore, the policy of the Cambria Community Services District that sexual harassment is unacceptable and will not be tolerated.

**Definition.** Sexual harassment is generally defined as unsolicited and unwelcomed sexual advances of a severe and/or pervasive nature, be they written, verbal, physical and/or visual, that usually occurs when:

1. Submission to that conduct or communication is made either explicitly or implicitly a term or condition of employment;
2. Submission to or rejection of that conduct or communication by an employee is used as a basis for employment decisions affecting the employee; or,
3. Such conduct or communication has the potential to affect an employee's work performance negatively and/or create an intimidating, hostile or otherwise offensive work environment.
4. Such conduct, whether blatant or subtle, that discriminates against a person solely because of that person's sex.

**Definition Examples.** Sexual harassment manifests itself in many forms. The following are a few examples of sexual harassment:

1. **Written:** sexually suggestive or obscene letters, notes or invitations
2. **Verbal:** sexually derogatory comments, slurs, jokes, remarks or epithets.
3. **Visual:** leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons or posters.
4. **Physical:** assault, attempted rape, impeding or blocking movement, or touching.

5. Other:

- a. Sexual advances which are unwanted (this may include situations which began as reciprocal attractions/ but later ceased to be reciprocal).
- b. Persons in nontraditional work environments who are subjected to hazing (this may include being dared or asked to perform unsafe work practices, having tools and equipment stolen, etc.) if requests for sexual favors are not met.
- c. Employment benefits affected in exchange for sexual favors (may include situations where an individual is treated less favorably because others have acquiesced to sexual advances).
- d. Implying or actually withholding support for appointment, promotion transfer or change of assignment; or initiating a rejection on probation or adverse action; or suggesting that a poor performance report will be prepared if requests for sexual favors are not met.
- e. Reprisals or threats after negative response to sexual advances.

**Policy Publicizing.** All employees shall be informed of the District's sexual harassment policy and complaint process prior to their need to know, and again when any complaint is filed. Also, said policy and complaint process shall be readily available to all employees and members of the general public utilizing the District's facilities and services.

1. All new employees shall be given a copy of the sexual harassment policy at the time of hiring and said policy's contents shall be discussed with said employee at that time by their Department Head or Supervisor.
2. An annual bulletin shall be prepared and distributed to all employees reinforcing them of the District's sexual harassment policy. Said bulletin shall also include summaries of cases involving sexual harassment, including examples of back pay, punitive damages and personal financial liability of supervisors.
3. Within three (3) working days after any complaint has been filed in accordance with this policy, a bulletin shall be prepared and distributed to all employees reinforcing them of the District's sexual harassment policy.

**Complaint Process.** Any employee who believes they are the victim of sexual harassment may file a formal or informal confidential complaint without fear of reprisal or embarrassment.

1. An informal complaint is made verbally by the employee to his/her immediate supervisor. Although filing the complaint with said immediate supervisor is preferred, the employee is free to file his/her complaint with any supervisory employee.
2. A formal complaint is made in writing, using the "Employee Grievance Form," attached hereto as Exhibit "A," and made a part hereof. Said form should be submitted by the employee to his/her immediate supervisor. Although submitting the formal complaint with said immediate supervisor is preferred the employee is

free to submit his/her formal complaint with any supervisory employee, or with the President of the Board of Directors if the employee's immediate supervisor is the General Manager and the General Manager is unavailable or personally involved in said complaint.

**Complaint Response Process.** Any supervisory employee who receives a formal or informal sexual harassment complaint shall at all times maintain the confidentiality of the plaintiff and shall personally deliver said complaint Immediately and directly to the General Manager.

1. Within twenty-four (24) hours of the filing of a formal or informal complaint, even if it is withdrawn, an investigation shall be conducted by the General Manager.
2. A written record of any investigation of an alleged sexual harassment shall be maintained. Findings shall be kept by the General Manager.
3. All discussions resulting from said investigation shall be kept confidential.
4. The person initiating the complaint has the right to be accompanied by an advocate(s) when discussing alleged incidents. Said person shall be advised of this right prior to the commencement of such discussions.

**Disciplinary Procedures and Sanctions.** Upon conclusion of the investigation of an alleged sexual harassment, appropriate action shall be taken by the General Manager against the harasser where sexual harassment is found. Whatever punishment is meted out to the harasser shall be made known to the victim of the harassment.

1. Appropriate action shall be taken to remedy the victim's loss, if any, resulting from the harassment. Making the employee whole may involve reinstatement, back pay, promotion, etc.
2. Action taken to remedy a sexual harassment situation shall be done in a manner so as to protect potential future victims.
3. Employees complaining of sexual harassment shall be protected thereafter from any form of reprisal and/or retaliation.

**APPENDIX E**

**EMPLOYEE GRIEVANCE FORM  
CAMBRIA COMMUNITY SERVICES DISTRICT**

Employee's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Statement of grievance, including specific reference to any law, policy, rule, regulation and/or instruction deemed to be violated, misapplied or misinterpreted:

Circumstances involved:

Decision rendered by the Informal conference:

Specific remedy sought: