

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CAMERON PARK COMMUNITY SERVICES DISTRICT  
AND CAMERON PARK COMMUNITY SERVICES DISTRICT EMPLOYEES ASSOCIATION

July 1, 2021 through June 30, 2024

## Table of Contents

### Chapter I: Recognition and Administrative Matters

Article 1: Preamble And Recognition.....	3
Article 2: Employee Rights.....	3
Article 3: Policies and Procedures.....	3
Article 4: Benefits and Waiver Clause.....	4
Article 5: Successor Clause.....	4
Article 6: Term of Agreement.....	4

### Chapter 2: Compensation

Article 7: Salary.....	4-5
Article 8: Overtime Compensation.....	5-6
Article 9: Uniform/Boot Allowance.....	6

### Chapter 3: Health and Retirement Plans

Article 10: Health Plans Medical, Vision and Dental.....	6
Article 11: Retirement Plans.....	6
Article 12: Retiree Health Benefits.....	7
Article 13: Work Related Disability Benefits.....	7-8

### Chapter IV Leaves and Holidays

Article 14: General Leave Provisions.....	8
Article 15: Vacations and Leave of Absence.....	8-9
Article 16: Sick Leave.....	9-10
Article 17: Compensatory Time Off.....	10
Article 18: Educational Leave/Reimbursement.....	10-11
Article 19: UNION Business Leave.....	11
Article 20: Bereavement Leave.....	11-12
Article 21: Jury Duty/Court Leave.....	12
Article 22: Holidays.....	12
Article 23: Reporting of Accrued Time-Off Benefits.....	13

### Chapter V: Hours Scheduled and Staffing

Article 24: Duty Hours and Schedule.....	13
Article 25: Standby/Call In Pay.....	13

### Chapter VI: Probation, Promotion, Grievance and Discipline

Article 26: Probation Periods for Newly Hired Employees.....	13
Article 27: Promotion.....	14
Article 28: Grievance Procedures.....	14-15
Article 29: Disciplinary Action Process and Appeals Procedures.....	15-18

Chapter VII Miscellaneous Provisions

Article 30: Exposure to Contagious Diseases in the Course and Scope of Employment	18
Article 31: Safety	18-19
Article 32: Seniority	19
Article 33: Reduction in Force	19
Article 34: Mileage Reimbursement	19-20
Article 35: Board Packets	20
Article 36: No Strike	20
Article 37: Blood Donation and Voting	20
Article 38: General Reopener	20
Article 39: Signatures	20

CHAPTER I  
RECOGNITION AND ADMINISTRATIVE MATTERS

ARTICLE 1: PREAMBLE AND RECOGNITION

- A. This Memorandum of Understanding (MOU) is entered into by and between the Cameron Park Community Services District Employees Association, represented by American Federation of State, County and Municipal Employees (AFSCME), Local 1, hereinafter referred to as the "Union" and the Cameron Park Community Services District, hereinafter referred to as the "District." It is the intent and purpose of this MOU to set forth the understanding of the parties regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between employees represented by the Union and the District.
- B. For the purpose of meeting and conferring in accordance with the Myers-Milias-Brown Act, the Union is formally recognized as the exclusive representative of all the following job classifications:
- Accounting Specialist I
  - CC&R Enforcement Officer
  - Maintenance Worker II
  - Park Maintenance Foreman
  - Parks & Facilities Supervisor
  - Receptionist
  - Recreation Coordinator
  - Recreation Supervisor
- C. The parties to this MOU agree that neither shall discriminate against any person in the administration of this agreement on the basis of race, color, ancestry, religion, sex, age, national origin, sexual orientation, or as described in the Americans With Disabilities Act.
- D. The desire of this MOU is to create a mutually beneficial relationship between the members of the Union and the District, relating to employee development and economic growth of the District.

ARTICLE 2: EMPLOYEE RIGHTS

- A. Notwithstanding the provisions of this agreement, employees shall retain all rights provided for in Government Code 3500.
- B. For the purpose of this MOU, the terms "employee" and "Personnel" shall refer exclusively to those employees who are members in the Union.

### ARTICLE 3: POLICIES AND PROCEDURES

- A. Copies of all District Policies and Procedures, Rules and Regulations shall be made available to each represented employee by the District upon initial employment and throughout their term of employment.

### ARTICLE 4: BENEFITS AND WAIVER CLAUSE

- A. The parties further agree that all terms and conditions of this MOU, whether stated herein or incorporated by reference, shall be maintained and continue for the life of this agreement, except in case of severe financial hardship, in which case, the Board and the Union agree to meet and confer over the impact of the MOU.
- B. All wages, hours, and other terms and conditions of employment shall be maintained and remain unchanged until a successor MOU is entered into between the District and the Union.
- C. If any article or provision of this agreement or any portion thereof, or, the application of such to any person or circumstance is inconsistent with applicable law or is otherwise held to be invalid by a court of competent jurisdiction, the remainder of this agreement or the application of such portion to persons or circumstances other than those as to which it is held invalid shall not be affected.

### ARTICLE 5: SUCCESSOR CLAUSE

- A. This agreement shall be binding upon any organization which, during the term of this agreement, succeeds the Union as the recognized employee/employer organization.

### ARTICLE 6: TERM OF AGREEMENT

- A. The terms and conditions of this Memorandum of Understanding are effective July 1, 2021 and shall remain in full force and effect until June 30, 2024; and shall remain in full force and effect year to year, thereafter, unless either party gives written notice, by certified mail, or their intent to alter, amend, or modify this MOU not more than ninety (90) days nor less than sixty (60) days prior to the expiration date of this MOU.

CHAPTER II  
COMPENSATION

ARTICLE 7: SALARY

- A. Employees shall be compensated in accordance with the provisions of this agreement and the Fair Labor Standards Act, as amended.
  
- B. Employee shall be compensated pursuant to Attachment A. Each job classification is assigned a salary range and employees in each job classification shall be compensated accordingly.
  - 1. Employee hired prior to July 1, 2018: Employees shall move through the salary range up to Step 9 in step increments of approximately 5%. For example, an employee on step 1 shall move on his/her anniversary date to step 3, followed by step 5, and so on up to step 9. Employees shall move from step 9 to steps 10, 11, 12, and 13 on his/her anniversary date in increments of approximately 2.5%. Step 13 shall be the final step of the salary range.
  - 2. Employees hired on or after July 1, 2018: Employees shall move through the salary range in step increments of approximately 2.5%. For example, an employee on step 1 shall move on his/her anniversary date to step 2, then to step 3, and so on up to Salary Step 13. Step 13 shall be the top and final step of the salary range.
  - 3. Salary range movement shall be in accordance with CPCSD Personnel Policies and Procedures.
  
- C. Salary Increases
  - 1. Effective the first full pay period in December 2021, all job classifications listed in Article IB shall receive a 3 % increase. In addition to and separate from said increase, all job classifications listed in Article IB shall receive a one-time \$500 stipend payment. Said one-time \$500 stipend payment shall not otherwise increase the regular rate of pay for any job classification, shall not be repeated, and shall not be used to calculate future pay increases, if any.
  - 2. Effective the first full pay period in July 2022, all job classifications listed on Article IB shall receive a 3 % increase.
  - 3. Effective the first full pay period in July 2023 , all job classifications listed on Article IB shall receive a 3 % increase.

#### ARTICLE 8: OVERTIME COMPENSATION

A. All hours worked, which exceed the employee's regular forty (40) hour week, shall be considered overtime (except Article 8A1) and shall be compensated at a rate of one and one-half (1.5) times the employee's normal rate of pay, up to fifty-six (56) hours and then at two (2) times the employee's normal rate of pay. The District may require employees to work flexible work schedules to reduce the need for overtime pay or CTO.

1. Time worked in excess of 44 hours per week for employees on a 09/80 schedule.

B. Employees shall be paid a two (2) hour minimum, at the overtime rate, for each callback received during non-duty hours.

C. Pursuant to Article 17, employees may reserve the right to take compensatory time off for compensatory time earned verses overtime pay.

#### ARTICLE 9 : UNIFORM/ BOOT ALLOWANCE

A. If a uniform is required by the District, such uniform will be provided and replaced by the District at no cost to the employee.

B. All required safety clothing/equipment (i.e. safety glasses, caps/hats for shade, etc.) shall be provided by the District at no cost to the employee.

C. The District may require employees to purchase and wear steel toe boots. Employees required to purchase steel toe boots shall be reimbursed \$150.00.

CHAPTER III  
HEALTH AND RETIREMENT PLANS

ARTICLE 10: HEALTH PLANS: MEDICAL, VISION AND DENTAL

- A. The District participates in the Cal PERS health program. Employees may enroll in any plan offered by Cal PERS. The District agrees to contribute monthly an amount up to 100% of the cost for Kaiser employee only, and an amount up to 50% of the cost of Kaiser dependent coverage. Employees who select a Cal PERS health plan that exceeds this contribution shall pay the difference. Employees who select a plan that is less than this contribution shall not be paid the difference.
- B. The District will provide Dental and Vision Insurance. The District will pay the full cost of coverage for employees. Employees may add dependent coverage. The District agrees to pay 50% of the cost of dependent coverage.
- C. During the term of this Agreement, the District agrees to meet with the Union to discuss enhanced dental benefits; provided, however, that there is no increase benefit cost to the District.

ARTICLE 11: RETIREMENT PLANS

- A. The District shall maintain retirement benefits in accordance with its current contract with the Public Employees Retirement Systems (PERS).
  - 1. The District shall pay the District's portion of the contribution to PERS. The employee shall pay the employee's portion of the PERS contribution.
- B. The District shall match an employee's contribution into the CalPERS 457 Plan up to a maximum of \$50 per month for Receptionist, Maintenance Worker IIs, Park Maintenance Foreman, Accounting Specialist I, Recreation Coordinator, and Receptionist; and \$100 per month for Parks and Facilities Supervisor, Recreation Supervisor, and CC&R Officer.

ARTICLE 12: RETIREE HEALTH BENEFITS

- A. The District will pay 100% of the employee's retiree health care and 50% of dependent cost of the Kaiser rate.
- B. For employees hired after the Board of Directors approves a retiree health benefit vesting requirement and CalPERS amends the District's current retiree health program (expected early 2022), employees must vest with the District for a minimum of five years before receiving retiree health benefits. The District agrees to use its best efforts and take all actions necessary to achieve in a timely manner amendment of the District's current retiree health program by CalPERS. Both the District and the Union here agree, however, that the



timing of CalPERS' authorization, completion, and implementation of said amendment is not within the District's control. Therefore, District shall not be in violation of its obligations under this provision in the event CalPERS delays or takes other action outside of the District's control which slows implementation of amendment of the District's current retiree health program.

C. The District does not contribute to the cost of Dental and Vision Insurance for retirees.

#### ARTICLE 13: WORK RELATED DISABILITY BENEFITS

Represented employees who are disabled from performance of their normal duties as a result of a work-related injury or illness may have their duties modified to accommodate the injury or illness. Such changes in duties will be made on a case by case basis as determined by the District. Employees who are unable to work due to a work-related injury or illness shall have their wages and benefits provided exclusively through state law pertaining to worker's compensation. There shall be no diminishment of benefits while on disability.

##### A. Eligibility

Employees become eligible for District paid, automatic coverage on their first day of permanent employment.

##### B. Benefits

Employees are entitled to a maximum of one (1) year of full pay and employment benefits for disability. If an employee's disability is not "permanent and stationary" at the end of one (1) year, the employee may use CTO, vacation, sick leave, or benefits on a coordinated basis with any remaining Workers Compensation benefits up to full pay. When this option is used, any benefits from Workers Compensation shall be assigned to the District with the leave used charged on a pro rata share. Employment benefits will be maintained for employees while receiving Workers Compensation benefits whether or not such benefits are supplemented by other District leave benefits.

##### C. Exhaustion of Other Paid Leave

Employees who continue to be medically disabled following a discontinuation of Workers Compensation benefits, and who subsequently exhaust their available CTO, vacation and sick leave, will henceforth pay the District the entire premium amount for continuation of any insurance benefits, unless the employee is terminated or retired.

##### D. District Notice Return to Work Physical

Employees absent due to a work-related disability shall keep the District informed of their condition, treatment, improvement, and expected date of return to duty. When employees are

physically able to resume normal duties, they shall be required to provide the District with their treating physician's verification.

E. State Disability Insurance (SDI)

SDI is provided for all District employees and shall be paid for by the employee.

CHAPTER IV  
LEAVES AND HOLIDAYS

ARTICLE 14: GENERAL LEAVE PROVISIONS

- A. The District reserves the right to cancel leave if due cause is shown (i.e., staffing shortage, disaster, Act of God, declaration of war) and if notice of cancellation is given at least seventy-two (72) hours prior to leave commencing. The District shall reimburse employee all lost monies regarding leave (i.e., non-refundable plane fare, non-refundable room reservation fee, non-refundable cruise fees, non-refundable train fare, etc.) up to \$350.00 to cover any deductible for vacation/trip insurance secured by an affected employee.

In the event the District cancels an employee's vacation or CTO, the District guarantees that the employee will not lose canceled time due to any restrictions, and that the employee has one (1) calendar year in which to take canceled time.

ARTICLE 15: VACATIONS AND LEAVE OF ABSENCE

- A. Vacation time is an employee benefit program designed to compensate employees for time not worked due to vacations or holidays. Use of vacation time shall be only up to those hours accrued and must be either scheduled in advance, in accordance with the Vacation Selection Procedure (Section D), or, by submission of a leave Request Form to the General Manager through the Department Head no later than two (2) weeks prior to leave commencing, except in the case of an emergency.
- B. Accrual of vacation is on a bi-weekly basis in accordance with the following schedule and is posted to each employee's account at the end of each pay period.

<u>Years of Service</u>	<u>Employee Vacation Accrual</u>
After six (6) months	40 hours (one (1) week)
12 months to 59 months	80 hours (two (2) weeks)
60 months to 119 months	120 hours (three (3) weeks)
120 months to 176 months	160 hours (four (4) weeks)
180 months or over.	200 hours (five (5) weeks)

- C. Maximum Vacation Accrual

Vacation credits may be accrued to a maximum of twice the employee's accrual rate, not to exceed 240 hours. On a case by case basis, the District may grant an exception to the 240-hour maximum. This District encourages all employees to use their vacation leave to keep balances below the 240-hour maximum.

- D. Vacation Selection Procedure

1. Vacation/leave requests shall be submitted no later than two (2) weeks prior to the commencement of such vacation/leave. Employees are encouraged to submit requests as soon as practical.
2. Employees on scheduled vacation time or CTO may cancel any portion of the leave covered by sick leave, bereavement leave or industrial injury/disability.

#### E. Partial Vacation Time Usage

Personnel shall be permitted to use up to fifty percent (50%) of their accrued vacation time per calendar year as hourly leave time.

#### F. Catastrophic Illness/Injury Leave Program

The District will maintain a voluntary Catastrophic Illness Leave Program. Employees will be allowed to donate vacation and/or sick leave time to employees that have exhausted their vacation, CTO, and where appropriate, sick leave benefits.

#### G. Leave of Absence Without Pay

Temporary Leaves of Absence without pay may be granted by the General Manager for a period not to exceed six (6) months. Leaves of absence for more extended periods must be submitted to the Meet and Confer process. No sick leave or vacation benefits shall accrue to an employee during such periods of absence. The District will make no contribution to retirement, medical or other benefits during that period, but benefits may be continued upon payment of the total premiums or fees to the District by the employee. Accrued vacation and sick leave shall not be lost by virtue of such approved leave of absence.

- H. The District shall upon employee separation, retirement or death, pay employee or designated beneficiary for 100% of accumulated vacation hours on or before the next normal pay period.

### ARTICLE 16: SICK LEAVE

- A. Represented employees shall accrue sick leave at the rate of one day per month (8 hours). Unused sick leave may be accumulated without limit from year to year. Use of sick leave shall be administered in accordance with District policy.
- B. In the event of death of the employee, the District will pay to the employee's designated beneficiary one hundred percent (100%) of accumulated sick leave up to 960 hours.
- C. A pregnant employee shall be permitted to utilize their accumulated sick leave for illness or disability caused or contributed by pregnancy, miscarriage, abortion, child birth, or for recovery from any of the foregoing.

- D. Donation of leave time is limited to one (1) week, see Article 15F. A minimum of 120 hours should be maintained by the employees - any sick hours above this minimum can then be donated.
- E. The employee has the right to use any amount of accumulated sick leave for catastrophic illness/accident including those affecting immediate family members. Immediate family shall be defined to mean spouse, child, brother, sister, parents or parents of spouse, or domestic partner.

#### ARTICLE 17: COMPENSATORY TIME OFF

- A. When an employee works overtime, he/she has the option of either getting paid at one and one-half (1.5) times their base hourly rate, or receiving compensatory time off (CTO) hours at a rate of one and one-half (1.5) times the overtime hours worked.
- B. Employees may elect to buy out any or all of their CTO at 100% of current rate base pay, including all incentives. All CTO must be used by the end of the fiscal year or will be bought out. Buy-out of CTO will be on a one-time, annual basis by written request to the General Manager. Requests for buy-out of CTO must be submitted no later than May 1, for payment in July.
- C. Compensated time off requests must be submitted to the Department Head on a Leave Request Form at least five (5) days in advance of its being taken, except in the case of emergency and waived by the Department Head.
- I. The District shall upon non-disciplinary separation, retirement or death, pay employee or designated beneficiary for accumulated compensatory time on or before the next normal pay period.
- D. Employees may accrue a maximum of 120 hours of CTO.

#### ARTICLE 18: EDUCATIONAL LEAVE/REIMBURSEMENT

- A. Educational leave can be taken for the purpose of attending classes directly related to the employee's present position or to a position within the normal line of promotion within the District service for the employee's current classification.
  - 1. Seventy-five (75%) of all fees and expenses incurred by employees for education and training shall be paid by the District, after completion of Article 18B below, for a maximum of \$1,000.00 per year per employee.
- B. Employees shall be eligible for educational leave after passing probationary period.

- C. Requests for educational leave must be submitted and approved by the General Manager on a Leave Request Form at least five (5) days in advance of its proposed taking.
- D. Requests for educational leave will be granted on a first-come, first-serve basis. Seniority shall be a determining factor only when educational leave requests are submitted simultaneously.
- E. No individual employee may take more than one hundred (100) hours of educational leave per calendar year.
- F. Training required by the District shall not count against an employee's maximum educational leave benefit.
  - 1. District Required Training: Such education or training which may be required by the District as a condition of continued employment in the employee's present position shall be reimbursed at 100%, or paid directly by the District, and shall take place on District time, as approved by the General Manager.
- G. The District shall reimburse employees pursuant to Section A.1 above for the tuition and necessary materials upon successful completion of the following approved courses/classes. The following are illustrative only.
  - 1. Any higher level of education, such as college/tech school, courses related to the employee's field, or a degree in said field.
- H. Employees shall continue to accrue all pay and benefits while on educational leave.

#### ARTICLE 19: UNION LEAVE

- A. One (1) Union representative shall be granted reasonable paid release time to represent Union members during the Grievance Procedure and the Disciplinary Action Process and Appeals Procedure. During a scheduled meet and confer session, as many as two (2) members of the employees' negotiating committee or other Union members may be granted release time from a regularly scheduled eight (8) hour shift without loss of compensation or other benefits for the period beginning thirty (30) minutes before and not more than thirty (30) minutes after any scheduled meet and confer session. Such release time shall include reasonable travel time to and from the employee's duty location and the scheduled meeting location.
- B. Employee schedules shall be flexible to minimize any overtime impact to the District for the represented employee's participation in the Union Business Leave.

## ARTICLE 20: BEREAVEMENT LEAVE

- A. Employees shall be eligible for up to forty (40) hours of leave without loss of pay for the purpose of arranging for and attending the funeral of a member of the immediate family and/or for the purpose of coping with the emotional consequences of death in the immediate family. Employee shall certify to the District their relationship to the deceased and provide substantiation to support the request by submission of an inter-office memorandum to the General Manager. For the purposes of this section, immediate family includes spouse, child, mother, father, grandchild, grandmother, grandfather, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law, any other person with whom the employee co-habitats, or any other person approved by the General Manager. Vacation of CTO benefits and/or leaves of absence may also be available if additional time away is required and can be, accommodated by the District. For purposes of this section, a step relative of any of the relatives listed above shall be treated in the same manner as the listed relatives.

## ARTICLE 21: JURY DUTY/COURT LEAVE

- A. Members summoned for jury service will be released from scheduled duty without loss of pay for those periods they are required to be present at the courthouse. Jury duty fees shall be reimbursed to the District.
- B. To receive pay for work time lost, the employee must provide the District with a statement signed by an official of the court, certifying the employee's service as a juror or appearance in court for that purpose, the date or dates of attendance, and the time released from attendance.
- C. All members required to make any court appearance on behalf of the District shall be compensated at their regular rate for regular shift hours.

## ARTICLE 22: HOLIDAYS

- A. The District shall observe official holidays in accordance with the following designated holiday schedule. Those represented employees who work on any of the following holidays shall be compensated at one and a half (1.5hours) times their hourly rate of pay for actual holiday hours worked.
1. New Year's Day - January 1st
  2. Martin Luther King's Birthday- 3<sup>rd</sup> Monday in January
  3. Lincoln's Birthday- February 12th
  4. President's Day- 3<sup>rd</sup> Monday in February
  5. Memorial Day - Last Monday in May
  6. Independence Day- July 4th
  7. Labor Day - First Monday in September

8. Columbus Day - Second Monday in October
9. Veteran's Day- November 11<sup>th</sup>
10. Thanksgiving Day- 4th Thursday in November
11. Day after Thanksgiving- Fourth Friday in November
12. Christmas Eve Day- When December 25th falls on a Thursday, December 26th shall be observed as the Christmas Eve Day.
13. Christmas Day - December 25th
14. Personal Days (two per year)

B. Any employee that works on a holiday has the option to be paid at the overtime rate or take equal compensatory time off.

ARTICLE 23: REPORTING OF ACCRUED TIME-OFF BENEFITS

A. Reporting Time-Off Benefits

The District shall keep accurate records of the accrual and use of time-off and report leave balances to employees at each pay period.



CHAPTER V  
HOURS, SCHEDULES AND STAFFING

ARTICLE 24: DUTY HOURS AND SCHEDULE

- A. For all full-time and part-time employees, the normal work week shall consist of eight hours a day, five (5) days per week, exclusive of the lunch period. Hours for Administration and Recreation shall generally be from 8 a.m. to 5 p.m., Parks will generally be from 7 a.m. to 4 p.m. The District may require employees to work flexible work schedules consistent with District policy.
- B. All employees shall be provided a meal period of not less than thirty (30) minutes nor more than one (1) hour, which shall be scheduled in the middle of the eight (8) hour work day. Additional meal time shall be provided for any time worked over twelve (12) hours.
- C. Formal breaks shall be provided as close to the mid-point of each four (4) hour work period for a period of fifteen (15) minutes each.

ARTICLE 25: STANDBY/CALL IN PAY

- A. Employees may be placed on Standby status by the District. Standby shall be for a period of not less than 8 hours. Employees on Standby shall be ready and able to come into work at any time during the Standby period. Employees on Standby shall be reachable by cell phone and remain in close geographic proximity to the District. An employee placed on Standby shall be compensated 3 hours of straight time pay for every 8 hours of assigned Standby. Employees on Standby who are called into work shall receive a minimum 2 hours straight time pay in addition to Standby pay.

CHAPTER VI  
PROBATION, PROMOTION, GRIEVANCE, AND DISCIPLINE

ARTICLE 26: PROBATIONARY PERIODS FOR NEWLY HIRED EMPLOYEES

- A. All new District employees shall serve a six (6) month probationary period.
- B. For seniority and benefit purposes, upon completion of the six (6) month probationary period, employment shall accrue from initial date of hire.

ARTICLE 27: PROMOTION

- A. All notices regarding vacancies shall be posted for fifteen (15) days at all District bulletin boards prior to any outside applicants being interviewed.
- B. When promotional vacancies become available, reasonable efforts will be made to fill these positions within ninety (90) calendar days.

ARTICLE 28: GRIEVANCE PROCEDURE

A. Purpose

The Union and the District agree to work together to solve grievances in an orderly manner within a reasonable time period. To provide methods of administering employee- employer relations through the establishment of uniform and orderly methods of communication between employees and the District.

B. Policy

- 1. Any employee has the right to file a grievance free of fear from intimidation, or coercion from any party.
- 2. Grievances may be initiated by the employee, or by the Union representative on the employee's behalf.
- 3. The Union 's first contact regarding job and working conditions is with the employee's Department Head. The Department Head shall attempt to settle grievances informally at this level. The grievant has the right to be present at any meeting with the District without the loss of pay or benefits. The employee representative selected by the grievant shall have the same right to be present without loss of pay or benefits.

C. Definition

A grievance is a claim, charge, or dispute involving the following:

1. The interpretation or application of any District rule, regulation, policy or procedure affecting an employee's wages, hours, or other terms and conditions of employment.
2. The interpretation or application of the provisions of this MOU.

#### D. Procedural Due Process

Prior to any removal of an employee for cause, the District must follow the Disciplinary Action process as described in Article 28 of this MOU.

#### E. Grievance by Union

A grievance filed by the Union must bear the signature of an Union representative.

#### F. Time to File

Failure to process a timely grievance, as spelled out below, shall act as a bar to the claim alleged. The time limits specified at any step in the procedure may be extended in any specific instance by mutual agreement of the District and the Union representative. The term "business days" as used herein shall be defined as weekdays excluding Saturdays, Sundays and recognized District holidays.

#### G. Steps of the Grievance Procedure

1. The grievant and Union representative shall discuss the grievance in an informal fashion with the person designated in charge, in a good faith effort, to resolve the grievance prior to the formal step. This meeting must take place within ten (10) business days in which the grievant (employee or Union representative) knows, or in the exercise of reasonable diligence should have known, of the event giving rise to the grievance.
2. If the grievance is not settled at step 1 (informal step), the grievance shall then be presented to the Department Head in writing by the Union representative within ten (10) business days. The grievance should state the violation and the suggested remedy. The Department Head shall have ten (10) business days to reply in writing. If the reply is not submitted by the Department Head in ten (10) business days, or if there is no reply, then the grievance may be appealed to Step 2. If the grievance is settled to everyone's satisfaction then the basis for settlement shall be noted and acknowledged accordingly.
3. If the grievance is not settled in step 2, then it shall be presented in writing by the Union representative to the General Manager within ten (10) business days of receipt of the reply. The General Manager shall meet with the grievant and the

4. Union representative at the earliest administratively convenient date, but in no case longer than ten (10) days after it is presented to them. The General Manager shall provide an answer in writing to the grievant and the Union representative within ten (10) business days after conclusion of the meeting.
5. Upon receipt of the Union representative's written request for appeal of the disciplinary action, the Board of Directors shall meet with the employee and the Union representative at the earliest administratively convenient date, but in no case longer than ten (10) days after it is presented to them. The Board of Directors shall provide an answer in writing to the employee regarding the appeal within ten (10) business days after the conclusion of the meeting.

#### ARTICLE 29: DISCIPLINARY ACTION PROCESS AND APPEALS PROCEDURES

- A. As used herein, "disciplinary action" or "action" means verbal, writing, written reprimand, reduction of rank, or pay step, suspension, demotion, termination or other action having disciplinary effect.
- B. Any employee may be reduced in rank or pay step, suspended, demoted, terminated, or otherwise disciplined by notifying the employee of the action, pending the service upon him or her of a notice of intent to discipline. The term "business days" as used herein shall be defined as weekdays excluding Saturdays, Sundays and recognized District holidays.
- C. The illustrations of unacceptable conduct cited below are intended to provide specific and exemplary reasons for initiating disciplinary action, and to alert employees to the more common types of employment conduct violations. However, because conditions of human conduct is unpredictable, no attempt has been made to establish a complete and exhaustive list herein. Should there arise instances of unacceptable conduct not included in the following list, the District may likewise find it necessary and appropriate to initiate disciplinary action in accordance with the policies and procedures contained herein.
  1. Fraud in securing employment.
  2. Insubordination during work hours.
  3. Under the influence of alcohol or illegal drugs while on duty.
  4. Manufacture, possession, sale or use of illegal controlled substances, or abuse of legal controlled substances.
  5. Absence without excused leave.
  6. Willful violation of any of the rules set forth in the policies and procedures manuals of the District.
  7. Unlawful physical altercation while on duty.
  8. Theft of District property.
  9. Any act or conduct that is discriminatory toward another person's race, color, national origin, age, sex, (including sexual harassment, marital status or pregnancy condition), sexual orientation, or religious beliefs.

#### D. Disciplinary Action Documentation

The District will employ the use of the following forms when dealing with counseling and disciplining employees:

1. Counseling Memo: The form used by supervisors and officers of the District to notify personnel that a specific behavior is unacceptable and could result in disciplinary action if continued. The Counseling Memo is retained in the employee's personnel file for three (3) months and does not constitute disciplinary action or a reprimand. It is simply used to document, in writing, a counseling session held between a supervisor and an employee.
2. Notice of Disciplinary Action: The form used to document disciplinary action following the completion of a pre-disciplinary ("Skelly") hearing. The Notice of Disciplinary Action may serve to document a written reprimand, suspension, demotion in step or rank, termination, or any other form of disciplinary action. The Notice of Disciplinary Action is kept in the employee's personnel file.
3. Anonymous complaints made against an employee shall be investigated as deemed appropriate by the District. If any credence is given to the complaint, a copy shall be forwarded to the Union representative within ten (10) business days.

#### E. Disciplinary Action Process

The following procedure is hereby established for disciplinary action taken by the District against Union members:

1. Emergency Suspension: Notwithstanding any provision of this article, an employee against whom disciplinary action is to be taken may be immediately suspended, with pay, upon verbal notification to employee and immediate written notification to the Union representative, pending a notice of intended disciplinary action and a pre-disciplinary hearing when it is in the best interest of the District.
2. Prior to the proposed imposition of disciplinary action, excluding verbal and written reprimand, the District shall give written notice to the employee. The written notice of intended disciplinary action shall be personally delivered to the employee or a copy sent to the Union representative. The affected employee shall therein be given the opportunity to request a pre-disciplinary hearing within ten (10) business days or waive such right to this pre-disciplinary hearing. The contents of the written notice shall include, but need not be limited to, the following:
  - a. A statement in ordinary and concise language outlining in detail the specific violations of District rules, regulations, ordinances, or any state or federal law that the employee is alleged to have violated.
  - b. The contemplated disciplinary action and the reason(s) for that specific action.

- c. Copies of all material pertaining to the charges including, but not limited to, tape recordings, reports, memorandums, transcripts, witness statements, and all other evidence.
  - d. A complete statement of the employee's rights and responsibilities as they pertain to the Disciplinary Action Process and Appeals Procedure.
3. Within ten (10) business days from the service of the notice of intent to discipline, the employee must request a pre-disciplinary or "Skelly" hearing pursuant to Skelly vs. State Personnel Board (1975) 15 cal.3d 194, 124 Cal.Rptr. 14. The employee has the right to be represented by an attorney, labor representative or other representative of his choice in all stages of the Disciplinary Action Process.
  4. Within ten (10) business days following the pre-disciplinary hearing, if disciplinary action is still contemplated, the General Manager shall serve upon the employee a Notice of Disciplinary Action, if he or she still intends to proceed with disciplinary action.

F. Appeal of Disciplinary Action - Binding Arbitration

All members of the Union Bargaining Unit, having successfully completed the applicable probationary period, shall have the right to appeal any form of punitive or disciplinary action affecting the employee including, but not limited to, termination, demotion, suspension, and written reprimands.

1. Within ten (10) work days after receipt of the Notice of Disciplinary Action, disciplinary actions may be appealed to arbitration. Notice of the appeal must be filed with the CPCSD General Manager. If the employee fails to file a notice of appeal within this time period, the disciplinary action shall become final and there shall be no further appeal.
2. The decision of the arbitrator shall be final and binding on the parties. No appeal or review of the arbitrator's decision by Writ or other mechanism before any court, administrative tribunal or any other forum on any legal theory or basis shall be possible.
3. Appeals of disciplinary actions to arbitration shall be pursuant to the following procedure:
  - a. An appeal of a disciplinary action is a complaint of a permanent employee of whether there was cause for the disciplinary action taken against the employee.
  - b. The parties to the discipline hearing and to the selection of the arbitrator shall be mutually agreed upon by the employee, District and Union f.
  - c. The employee shall be entitled to appear personally at the hearing and produce evidence.
  - d. The fees and expenses of the arbitrator, a court reporter and transcript if required by the arbitrator, shall be shared equally by the parties.

CHAPTER VII  
MISCELLANEOUS PROVISIONS

ARTICLE 30: EXPOSURE TO CONTAGIOUS DISEASES IN THE COURSE AND SCOPE OF EMPLOYMENT

- A. The District will pay the cost of any co-payment incurred by an employee who receives baseline screening for Hepatitis B, Tuberculosis, COVID and AIDS related diseases through the employee's primary health care plan. Further, the District will pay the cost of any co-payment incurred by an employee who receives vaccinations against Hepatitis B, Tuberculosis, COVID and Influenza through the employee's primary health care plan. If baseline screenings and/or vaccinations are not covered under the employee's primary health care plan, the District will pay one-hundred percent (100%) of the cost of such screenings and vaccinations.
- B. The District will, as soon as possible notify the Union representative of all exposures, work related accidents, or incidents.

ARTICLE 31: SAFETY

- A. District shall include two (2) members of the Union in all Safety Committee functions.
- B. The District shall continue to provide for the safety of employees during the hours of their employment. In this regard, the District agrees that it will receive and consider written recommendations with respect to unsafe working conditions from any employee or the Association; and the employee and the Association agree that they will afford their safety recommendations and ideas to the District.
- C. The District shall immediately make all reasonable efforts to correct all unsafe conditions brought to its attention by the Union .
- D. The District, shall hold bi-weekly safety meetings with employees.
- E. All equipment provided and maintained by the District shall be safe and adequate for its normal and intended use.

ARTICLE 32: SENIORITY

- A. The District shall establish a seniority list of regular status employees in the Union Bargaining Unit which shall be updated by the District by January 1st of each year and immediately be posted on the bulletin board of each district work location for thirty (30) days.
- B. District seniority shall be based on total unbroken service of employees in the District. The actual date of hire shall be used for this determination.

- C. In the event two or more persons are hired on the same calendar date, seniority in the District shall be determined by lottery.

#### ARTICLE 33: REDUCTION IN FORCE

- A. The Union and the District shall make every reasonable effort to cooperate so as to avoid economic or other circumstances which would require a reduction in District staffing.
- B. Reduction in Force - All employees retain the right to "bump down" into Union Bargaining Unit positions if a reduction in force takes place. The employee's seniority with the District will be the sole determining factor regarding "bump down rights" in such an instance. The specific position the Union employee bumps down into will be determined pursuant to the employee's meeting specific job descriptions as defined in the job descriptions as determined by the General Manager.
- C. The District will not hire part-time or grant funded-employees to fill or replace positions where lay-offs have occurred.

#### ARTICLE 34: MILEAGE REIMBURSEMENT

- A. In the event an employee is required to use their personal automobile on authorized District business, including inter-District travel or paid training, they shall be reimbursed at the current approved IRS rate per mile. Employees are to submit such reimbursement requests at the end of each month in which required travel occurred. The request shall contain the date of travel, purpose and mileage for each complete trip.

#### ARTICLE 35: BOARD PACKETS

- A. Board of Directors agenda packets are available on the District website at [www.cameronpark.org](http://www.cameronpark.org) and by signing up for Board of Directors agenda notifications on the District website. .

#### ARTICLE 36: NO STRIKE

- A. The District and the Union recognize and acknowledge that the work performed by Union members is consistent to the quality of life of citizens in the District.
- B. The District agrees that there will be no lock-out of employees, and the Union agrees that there will be no strike for the life of this MOU.

#### ARTICLE 37: BLOOD DONATION AND VOTING



- A. Each represented employee shall be allowed to receive up to two (2) hours paid time-off to donate blood up to and including four (4) times a year. The employee's Department Head shall approve in advance and may require verification of donation.
- B. Each represented employee shall be allowed to receive up to one (1) hour paid time-off for the purpose of voting. The employee's Department Head may require verification of same.

ARTICLE 38: GENERAL REOPENER

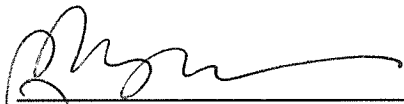
- A. Either party to this MOU shall have the right to reopen this MOU on issues/concerns that may arise during the term of this MOU. Should either party choose to reopen this MOU, the parties agree to meet in good faith. No change to this MOU shall be made without the agreement of both parties.

ARTICLE 39: SIGNATURES

This Memorandum of Understanding is hereby executed this 19<sup>th</sup> day of September 2018, by the District/ Union representatives whose signatures appear below on behalf of their respective organizations.

For the District:

For Union;

  
\_\_\_\_\_  
Jill Ritzman, General Manager

  
\_\_\_\_\_  
Roland Becht, Representative

Date:

Date:

11-18-2021

11/15/21

