

SEIU Local 721

Channel Islands Community Beach Services District

**Supervisory and Professional Unit
Memorandum of Understanding**

**July 1, 2015,
through
June 30, 2020**



SEIU Local 721

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Beach Services District**

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**Memorandum of
Understanding
Between
Channel Islands Community
Beach Services District
and
SEIU Local 721**

July 1, 2015 to June 2020

PREAMBLE

This Memorandum of Understanding (MOU) between the General Manager of the Channel Islands Beach community Services District, hereinafter referred to as "District" and Service Employees International Union Local 721, hereinafter referred to as "SEIU Local 721", summarizes the agreements reached concerning wages, hours and other terms and conditions of employment for the period beginning July 1, 2015 and ending June 30, 2020. This MOU is effective upon its ratification by both parties. This MOU shall apply only to those employees occupying position classifications represented by SEIU Local 721. The parties agree to recommend the adoption of this MOU to the District's Board of Directors.

This MOU shall be binding on the District and SEIU Local 721 only if the Board of Directors approves and adopts this MOU. The Board of Directors' approval shall consist of the following: (a) a resolution of the Board of Directors adopting this MOU which receives at least three (3) affirmative votes, (b) enactment of amendments to the District's Ordinances, Regulations and/or Policies necessary to fully implement the provisions of this MOU, and c) action by the Board of Directors to appropriate necessary funds fully required to implement those provisions of the MOU which require funding. Except as provided in this MOU, all wages, hours and working conditions, and other provisions in existence prior to the effective date of the MOU, which is not changed by this MOU, shall remain in full force and effect.

ARTICLE 1 RECOGNITION

In accordance with provisions of the Meyers-Milias-Brown Act of the State of California and provisions of CI BCSD Resolution No. 84-04, adopted on June 11, 1984, the District recognized Local 721 as the employees' representative for the purpose of meeting and conferring on matters of wages, hours and other terms and conditions of employment to the extent required by law for all employees in those certain specified position classifications listed below:

OFFICE DIVISION

Customer Services Rep I/ Admin
Assist Customer Services Rep
II/Admin Assist

OPERATIONS & MAINTENANCE

DIVISION Water & Waste Water
Operator I Water & Waste Water
Operation II Community Services

The provisions of this MOU are not applicable to any part-time or extra-help employees utilized by the District

ARTICLE 2

TERM

The Term of this agreement shall be for sixty months, covering the period July 1, 2015 up to and including June 30, 2020 .

ARTICLE 3

SUCCESSOR AGREEMENT

If the employees desire to negotiate a successor MOU then SEIU Local 721 shall present to the District a written request to commence negotiations for a successor MOU during the period of January 1, 2020 to February 1, 2020. Should SEIU Local 721 fail to submit a written request for the commencement of negotiations by February 1, 2020, then SEIU Local 721 will have waived any claims for retroactive payments. The parties agree that negotiations for a successor MOU shall begin no later than February 1, 2020. Should SEIU Local 721 submit a written request to the District for the commencement of negotiations for a successor MOU during the above referenced period, then both SEIU Local 721 and District Management shall be prepared to exchange their respective initial written proposals during the first negotiating meeting.

The parties agree to conduct any negotiations for a successor MOU in accordance with applicable provisions of the Meyers-Milias-Brown Act of the State of California. Both parties intend to embark in good-faith negotiations, meet as often as necessary, and work diligently to conclude the negotiations at the earliest possible date. The parties intend that negotiations for a successor MOU be concluded by June 15, 2020.

An impasse shall be declared automatically if full and final agreement on the terms and conditions of a successor MOU is not reached by July 1, 2020. The parties agree to prepare and execute a joint memorandum to the Board of Directors requesting an extension of the automatic impasse deadline in the interest of completing negotiations successfully for a successor MOU provided that said negotiations have begun in advance of the July 1, 2020 date and are progressing toward full and final agreement.

ARTICLE 4-

POSITION CLASSIFICATION SALARY PLAN

Each employee position classification authorized and approved by the Board of Directors shall consist of five steps (5). There shall be an approximate five percent (5%) increase between each step. Step adjustments shall occur in accordance with the applicable provisions of Policy No. 5, Appropriate Salary Steps, as contained in the District's Personnel Manual, as amended.

Employees are eligible for promotion from the step that they are currently in to the next step only for continued satisfactory service by the employee in the effective performance of their duties, as determined by the General Manager through a review of

the employee's Performance Appraisal Report (PAR), which occurs annually, on or about the anniversary date of the employee's hiring,

Employees are eligible for promotion from Step I to Step II after a six (6) month probationary period of continued satisfactory service in Step 1. Employees are eligible for promotion from Step II to Step III, Step III to Step IV, and from Step IV to Step V after twelve (12) months of continued satisfactory service in their current step.

The parties agree that an employee receiving an overall outstanding Performance Appraisal Report (PAR), the employee's performance is of value to the district and with the recommendation of his/her immediate supervisor the District may grant multiple steps to the employee's base salary then in effect. The General Manager shall have discretion in granting such a compensation adjustment. His decision shall be based upon an evaluation the employee's Performance Appraisal Report (PAR), and the value of the employee's performance to the district. The level of the compensation adjustment shall be equivalent to an additional five percent (5%) of the employee's base salary then in effect.

The parties agree that for the duration of this MOU, any employee who has reached the fifth and final step of their salary range, may receive a performance based compensation adjustment. The General Manager shall have discretion in granting such a compensation adjustment. His decision shall be based upon an evaluation the employee's Performance Appraisal Report (PAR), and the value of the employee's performance to the District. SEIU Local 721 represented employees reserve the right to appeal for a salary increase upon receiving an overall outstanding PAR to the General Manager and or to the Board of Directors. The General Manager shall determine the level of the compensation adjustment, but in no event shall it exceed 5% of the employee's base salary then in effect.

ARTICLE 5 WAGES

Effective the first pay period after July 1, 2015, the base salaries of all position classifications represented by SEIU shall increase by 3.5%.

COST OF Living Adjustments (COLA)

For the term of this MOU it is agreed that employee base salaries shall be adjusted annually based on the average of the January to January Consumer Price Index (CPI) for Los Angeles-Riverside-Orange County. It is further agreed that for the term of this MOU that without regard for the CPI, in no case shall any single year COLA increase exceed 4 percent and shall not be less than 2 percent. Where in a

single year the CPI is less than 1 percent than the parties agree to a "wage reopener" to meet and discuss a less than 2 percent COLA.

Certification Pay

Effective July 1, 2005 the District agrees to pay an additional five percent (5%) differential to those employees that have acquired certifications that have been newly mandated by the state of California or new certifications required for their job classification mandated by the District. For those certifications acquired that exceed the State or District mandated requirement for the water or waste water system a one percent differential shall be paid for each level above the mandated certification. The District shall provide and fund necessary training to assist employees in achieving new certifications mandated by either the State of California or the District. Training time and scheduling of training is subject to the General Managers approval.

Wage Compensation Study

At the request of the union, the District with the assistance from the Union, agrees to conduct a compensation study as needed for all represented job classifications.

Wage Reopener/Position Classification Study-NEW

Channel Islands Beach Community Service District (in conjunction with SEIU 721 members) will conduct a comparison study to determine Parity for the following classifications:

- ___ Water & Waste Water Operator I
- Water & Waste Water Operation II
- Lead Water & Waste Water
- Operator

This salary study/wage reopener should be completed by December 31st 2015. It is expressly understood that the findings of the wage study shall not obligate the District to any wage increases.

ARTICLE 6
EMPLOYEE GROUP INSURANCE BENEFIT PROGRAM

The Employee Group Insurance Benefit Program (EGIBP) shall include the following insurance plans: (a) Major Medical and Hospitalization Insurance, (b) Group Life and Accidental Death & Dismemberment Insurance, (c) Vision Care Insurance, and (d) Dental Insurance. Enrollment in the aforementioned group insurance plans shall be subject to applicable coverage provisions as set forth by the appropriate insurance companies. The District agrees to pay the premium required to secure insurance coverage under each of the above insurance plans in accordance with the rate schedules established by the appropriate insurance companies. Coverage of eligible dependents shall be subject to applicable provisions and limitations of the appropriate insurance companies and the limitations for individual plan coverage as set forth below.

Employees may enroll eligible dependents subject to applicable provisions set forth by the insurance companies and spending limits set by the District below.

Major Medical and Hospital Insurance Plans

The parties agree that the District, for the duration of this MOU, shall continue to contribute monies toward major medical and hospitalization insurance plan coverage. Effective July 1, 2007, the District will pay a maximum of nine hundred ninety dollars (\$990.00) per month towards the health premiums.

The District, for the duration of this MOU, shall pay sixty percent (60%) of an increase in the cost of the PERS Health Insurance premiums above the maximum of nine hundred ninety dollars (\$990.00). The CalPERS PERS Choice Family Plan. Premium for the Los Angeles Area is the basis for the maximum rate established for the health insurance and any subsequent increase in cost.

Group Life and Accidental Death & Dismemberment Insurance Plan

The parties agreed that the District, for the duration of this MOU, shall continue to contribute monies towards the full premium payment required for "Employee-Only" insurance coverage, in accordance with the published rate schedules of a group life and accidental death and dismemberment insurance plan, known as ACWA Group Life Plan No. 163. Effective July 1, 1996, the District agreed to pay the full premium required for "Employee-Only" coverage for each employee equal to the published monthly rate for the plan chosen by that employee..

Vision Care Insurance Plan

The parties agreed that the District, for the duration of this MOU, shall continue to contribute monies towards the full premium payment required for both "Employee-Only" and "Dependent" insurance coverage, in accordance with the premium

schedules in effect for the ACWA Vision Service Plan Group N10. 00-2280010060-0060 (0106873A). Per ACWA's requirements, the District agreed in FY 99/00 to pay the full premium required for "Employee-Only" and "Dependent" coverage for each employee equal to the published monthly rate for the plan chosen by that employee

Dental Insurance Plan

The parties agreed that the District, for the duration of this MOLT, shall continue to contribute monies towards the full premium payment required for both "Employee-Only" and "Dependent" insurance coverage in accordance with the premium schedules in effect for the ACWA Delta Dental Plan of California, Group No. 3990143. Per ACWA's requirements, the District agreed in FY 99/00 to pay the full premium required for "Employee-Only" and "Dependent" coverage for each employee equal to the published monthly rate for the plan chosen by that employee.

The parties agree that the District, for the duration of this MOU, shall continue to contribute 100% of the premium towards orthodontia to include employees, children and adult dependents

ARTICLE 7

On August 1, 1984, the District began the implementation of a Tax Sheltered Annuity Program. The Plan is governed under the provisions of Section 457 of the Internal Revenue Service Code of 1954, as amended. The parties agree that the District shall continue to make a contribution equal to ten (10) percent of the employee's gross salary then in effect into the employee's annuity plan account for the duration of this MOU, Monies deposited into each employee's annuity plan account under this formula are designated as "the District's contributions." Monies deposited into the annuity plan account by the employee are designated as "the Employee's contributions."

The parties jointly acknowledge that both the District's annual contributions and the employee's annual contributions into each employee's annuity plan account are subject to applicable IRS rules and regulations governing annual contribution limits.

The parties previously agreed and continue to agree that there are two (2) components to each employee's annuity plan account, as follows:

1. District's Accumulated Contributions: Defined to include all monies contributed by the District into each employee's annuity plan account, plus a pro-rated share of the earned income and/ or interest earnings associated with the District's contributions.
2. Employee's Accumulated Contributions: Defined to include all monies contributed by the employee into their annuity plan account, plus a pr rated

share of the earned income and/or interest earnings associated with the employee's contributions.

Vesting schedules for the District's and Employee's Accumulated Contributions are different. The parties agree that the following vesting schedules shall apply:

1. District's Accumulated Contributions: The District begins to deposit its contributions to the employee's annuity account upon successful completion of the employee's initial six (6) month probationary period. Vesting of the District's contributions begins at the end of the first year of employment. Thirty-three and one-third percent (33%) vests at the end of the first year, sixty-six and two-thirds (66.6%) vests at the end of the second year, and one-hundred percent (100%) or full vesting occurs at the end of the third (3rd) year of service, as measured from the date of initial hire for each employee.
2. Employee's Accumulated Contributions: Full vesting of these contributions is achieved concurrently with the employee's initial contribution to their annuity plan account. This occurs subsequent to the successful completion of the six (6) months probationary period for a new employee.

Full vesting of the District's Accumulated Contributions shall occur in the event that a covered employee becomes eligible for retirement or specified separation from the District due to one of the following circumstances:

1. Retirement at age fifty-five (55) or older.
2. Disability retirement due to illness or injury that is generally recognized as such by public agencies and approved by the Board of Directors.
3. Layoff for lack of work and/or funds, as approved by the Board of Directors.

ARTICLE 8 WORK DAYS, HOURS & FLEX TIME SCHEDULES

The District's normal work week shall be forty (40) hours. Normal work hours shall run from 8:00 a.m. to 5:00 p.m., Monday through Friday. Employees are required to report to the District, fully ready for work at 8:00 a.m. Employee work time shall be calculated by dividing an hour into ten, six-minute increments, and will be recorded as such for payroll purposes, to more accurately account for all time worked. Any employee, who is authorized to work overtime by District Management, shall be compensated for any authorized overtime in accordance with applicable provisions of the Federal Fair Labor Standards Act, District Resolution No. 85-18 and Article No. 10, Overtime, of this MOU.

Each employee shall have a one (1) hour lunch period. When work can be interrupted without adversely affecting job duties and operational activities in progress, there may

be a rest period which shall be taken at a time and place and in a manner determined by the employee's supervisor. Such rest period shall be with pay and shall not exceed ten (10) minutes for each full four (4) hours work. Such rest period is intended to be a recess to be preceded and followed by an extended work period. Consequently, it may not be used to cover an employee's late arrival to work or early departure. Nor may it be regarded as cumulative if not taken.

The parties recognize that the General Manager has been given the authority by the Board of Directors to approve alternate work schedules (i.e. "Flex-time") on a case by-case basis. The General Manager's evaluation of and decision to approve any requests for Flex-time work schedules shall be based on the District's operational requirements and customer service needs. Flex-time schedule changes for any position classification shall not result in a reduction of service in the public without the prior approval of the Board of Directors. If Flex-time work schedules are proposed by SEIU Local 721 District employee, the Parties agree to meet to insure that the implementation of the proposed Flex-time schedule is in accordance with the Fair Labor Standards Act.

ARTICLE 9 CALL-BACK/STAND-BY PAY

The parties agree that the purpose of Call-Back/Stand-By duty is to provide the District with a certificated Distribution System Operator qualified to respond to Utility service emergencies and call-outs outside of the employee's regular work day and week. The Community Services Worker who is assigned to Callback/Stand-By duty is expected to be available by telephone or via pager and shall be at no time more than one-half hour away from the District office, and 15 minutes from a telephone. Any Community Services Worker who is on-call and doesn't respond to a call-back may be subject to disciplinary action up to and including dismissal, pursuant to applicable provisions of Policy No. 10, Suspension, Dismissal, Demotion and Resignation, as contained in the District's Personnel Manual, as amended.

Effective July 1, 2009, the District agrees to pay \$200.00 week Call Back/Stand-By Pay to those Waste Water Workers and Community Services Worker certified by the State of California as Distribution System Operators scheduled to and actually performing Call-Back/Stand-By Duty pursuant to the District's Personnel Policy.

TELEMETRY PAY

Telemetry Response Pay-Effective July 1, 2009, the district agrees to pay employees responding to alarms a minimum of one half hour at the overtime rate for each call requiring the employee to login in and evaluate SCADA system alarms. It is agreed that the employee shall receive compensation for time actually required while logged in should the time exceed the minimum one half hour. It is also agreed that after an initial online evaluation of the alarm, should the employee be required to physically respond,

the employee will then receive only the two hour minimum in accordance with the terms set forth in the sub section titled Call. Back Pay.

ARTICLE 10. OVERTIME

Pursuant to applicable provisions of the Fair Labor Standards Act and District Resolution No. 854 8, overtime is defined as time duly authorized and worked in excess of the regularly scheduled workday within each forty (40) hour weekly period. An employee shall receive compensation at the rate of ONE AND ONE-HALF (11/2) times the employee's regular rate of pay in effect at the time of the authorized overtime hours worked. Overtime compensation shall be in cash, unless the employee has requested and the District approved the use of compensatory time-off as compensation for the authorized overtime hours worked.

Overtime Compensation — Method of Calculation Pursuant to applicable provisions of the Fair Labor Standards Act, the employee's "regular rate of pay" in effect at the time shall include Certification Pay and Call-Back/Stand-By pay, if applicable, for purposes of computing the amount of compensation due for authorized overtime hours worked during a forty hour weekly period. For example, an employee who has a base hourly rate of pay equal to \$10.00 per hour is eligible to receive Call-Back/Stand-By Pay and Certification Pay. That employee's "regular rate of pay", for purposes of the computation of compensation for authorized hours of overtime worked during the weekly period is defined as follows:

	TOTAL PAY
\$10.00 <i>per</i> hour times 40 hours per week	= \$400.00 per week
\$1.00 per hour Certification Pay times 40 hours	= \$40.00 per week
\$180.00 Call-Back/Stand-By Pay per week	= \$180.00 per week
"Regular Rate of Pay" for Overtime \$620.00+40 hours per week	— \$620.00 per week
"Overtime Compensation Pay" \$15.00 per hour X time and one-half = \$15.00 per hour= \$ 22.50 per hour	

Employees who respond to after hours and weekend Call-Backs are required to record the starting and ending time for these activities accurately, and in a timely manner. Time recorded shall be done on Overtime Time Cards provided by the District. The parties agree that employees must clock in and out properly during their after hours and weekend work periods pursuant to applicable provisions of the Fair Labor Standards Act and District Resolution No. 85-18. The parties agree to work together to insure employee conformance with this mandatory recording requirement. The parties agree that should the employee fail to clock out or in properly, the employee may be subject to disciplinary action in accordance with applicable provisions of Policy No. 10, Suspension, Dismissal, Demotion and Resignation, as contained in the District's Personnel Manual

After-Hours Call-Backs

The parties agree that employees who have clocked out properly including during weekend/holiday treatment plant check periods are entitled to receive a minimum of two (2) hours of overtime compensation, should they receive a callback and be required to return to the District in order to respond to after-hours emergency call-outs, service turn ons/offs or any other authorized response to a request for customer service. The employee is required to clock in at the beginning and clock out at the end of their All-back work.

Non-Emergency Community Service Projects

The parties agree that from time to time that District Management may request the Community Services Worker who is on Call-Back/Stand-By duty, or other Community Service Workers, to perform non emergency, community service project work after hours and/or on weekends, District Management agrees to consult with the effected Community Services Worker(s) in advance of the scheduled date for such community service projects regarding their availability and willingness to perform such non-emergency, community service project work after hours and/or on weekends. Any such work shall be compensated at the rate of one and one half (1 1/2) times the employees regular rate of pay, The employee is required to clock in at the beginning and clock out at the end of their community service project work period.

Compensation time-Off Plan/Alternative Method or Overtime Compensation

In accordance with applicable provisions of the Fair Labor Standards Act, The District may compensate employees covered by this MOU for authorized hours of overtime worked in an alternate manner. Employees may request the accrual of compensatory time at a rate of one and on half (1 Y2) hours of compensatory time for each one (1) hour of authorized overtime worked. The District agrees to endeavor to honor other employee's request consistent with the following factors: a) operational needs for the employee's presence; b) regular and emergency work schedules; c) employees seniority; and d) nature and timing of the employee's request.

ARTICLE 11 HOLIDAYS

The parties acknowledge and agree to the following schedule of twelve (12) holidays per year, ten (10) Assigned Holidays, and two (2) Floating Holidays, as established by the Board of Directors, pursuant to applicable provisions of Government Code Section 6700, and the District's Personnel Manual.

Assigned Holidays

Paid assigned holidays are:

New Year's Day (January 1st)
President's Day
Martin Luther King's Birthday
Memorial Day
Independence Day (July 4th)
Labor Day
Veteran's Day
Thanksgiving Day (Fourth Thursday in November)
Friday after Thanksgiving
Christmas Day (December 25th)

and every day appointed by the Governor of the State of California for a public thanksgiving or public holiday shall be paid assigned holidays.

Floating Holidays

District offices and facilities shall remain open on: Cesar Chavez' Birthday, Columbus Day

Employees who work on a Floating Holiday, in accordance with applicable provisions of the Personnel Manual, shall be permitted to take an alternate day off, in lieu of their working on the Floating Holiday, or have their time worked added to their vacation accrual bank. To be entitled to District compensation for paid Holidays, an employee must be eligible to receive District compensation for both the scheduled working days before and after such holiday,

An employee on Leave Without Pay for either or both the working days before and after such holiday shall not be eligible to receive holiday pay.

ARTICLE 12 VACATIONS

In accordance with applicable provisions of the Personnel Manual, the parties agree to continue to abide by the following schedule of paid vacation time accruals for the employees covered by the MOU:

<u>EMPLOYEE TENURE</u> <u>'WITH THE DISTRICT</u>	<u># OF VACATION DAYS</u> <u>EARNED</u>	<u>VACATION HOURS</u> <u>ACCRUED PER PERIOD</u>
ONE (1) - FOUR (4) YEARS	10 WORKING DAYS	3.08 HOURS/PAY PERIOD
FIVE (5) - NINE (9) YEARS	15 WORKING DAYS	4.61 HOURS/PAY PERIOD
TEN (10) OR MORE (1-) YEARS	20 WORKING DAYS	6.15 HOURS/PAY PERIOD

Vacations shall be accrued to a limit of 200 hours. All hours over that will be paid out to employee after pay period in which it was earned.

Excess Vacation Accrual - Cash Redemptions

Once during a twelve-month period, an employee may request the redemption, in cash, of excess vacation accrual balances. The employee requesting said vacation redemption shall comply with both of the following procedures in order to be eligible for said redemption cash payments.

1. Employee must have used at least eighty (80) hours of vacation time accruals during the twelve (12) months immediately preceding the request for vacation redemption.
2. Employee must have at least forty (40) hours of vacation accruals remaining subsequent to the implementation of any vacation redemption.

Provided that both of the above provisions have been met, the District shall pay the employee making the request for vacation redemption an amount of cash equal to the number of vacation accrual hours requested for redemption, times the hourly base salary rate for that employee in effect at the time that they make their request.

Cash Pay-Out At Separation

Upon termination, separation, or retirement, each employee shall be paid, in cash, for all their accumulated vacation hours at the hourly rate then in effect. Such cash conversion shall be accomplished within two weeks of the effective date of change in the employee's employment status.

ARTICLE 13 SICK LEAVE

In accordance with applicable provisions of the Personnel Manual, the parties agree to continue to abide by the following policies and procedure governing sick leave and the accrual of sick leave time for the employees covered by this MOU.

Accrual Rate

An employee accrues 3.69 hours of paid sick leave per pay period.

Employees shall not use sick leave in lieu of vacation, nor shall sick leave be used in addition to vacation without certification of a physician that such usage was medically required.

Proof of Sickness or Injury -Medical Clearance

Employees absent due to sickness, injury or quarantine or for non-emergency medical or dental care, for more than three work days may be required to provide the District with a medical clearance form from their doctor that they were seen by and/or treated during that period, and that they are cleared to return to work.

Wellness Bonus: Exchange of Excess Sick Leave Accruals For Vacation Hours

Once during a twelve month period, an employee may request the District to exchange excess sick leave accruals for vacation hours at the rate of one (1) hour of vacation time for each two (2) hours of sick *leave* accrued. The request must be in writing and submitted to the General Manager. The employee requesting said exchange for vacation hours shall comply with both of the following conditions in order to be eligible for the exchange or excess sick leave for vacation hours:

1. An employee must have accrued at least ninety-six (96) hours of unused sick leave and used forty-eight (48) hours or less during the previous twelve months.
2. An employee must maintain a sick leave accrual balance of at least eighty (80) hours of sick leave after the above-referenced once a year exchange of excess sick leave for vacation hours takes place.

Provided that both of the above conditions have been met, the General Manager shall approve the employee's request for an exchange of excess sick leave accruals for vacation hours at the time the written request is made.

Employees shall be allowed to accrue a limit of 400 hours of sick leave. All hours over that will be paid out to employee after pay period in which it was earned.

Cash Pay-Out At Separation

Upon termination, separation, or retirement, each employee shall be paid, in cash, for all their accumulated sick leave at the hourly rate then in effect. Such cash conversion shall be accomplished within two weeks of the effective date of change in the employee's employment status.

ARTICLE 14 BEREAVEMENT LEAVE

Each employee shall be entitled to three (3) days of bereavement leave, per incident, not charged against sick leave accruals, to be used in the event of the death of a member of the employee's immediate family. In the event of the death of a member of the employee's spouse's immediate family who is not a member of the employee's

immediate family (an in-law relationship to the employee), up to three (3) days of bereavement leave, per incident, may be charged against the employee's sick leave or vacation leave accrue/ balances at the employee's option, except in the case of a mother-in-law or father-in-law up to three days (3) will not be charged against sick leave or vacation accruals. If the employee must travel over five hundred (500) miles to attend services of the immediate family, they shall be granted one (1) additional day of bereavement leave. The parties jointly acknowledge that it is important for there to be an adequate number of hours in each employee's sick leave accrual bank. Accordingly, implementation of an employee's request to use sick leave hours for bereavement leave shall not result in less than forty (40) hours of sick leave in the employee's accrual bank, without the approval of the General Manager.

"Day" shall be the length of the employee's regularly assigned work day. If the length of the work day has been established for the personal convenience of the employee, then "day" shall be considered to be eight (8) hours. "Immediate Family" means an employee's spouse; child by birth, marriage, adoption, foster or guardian relationship; and parent, grandparent, or grandchild by birth, foster or guardian relationship. Immediate family shall not include any of the foregoing relationships commonly known as in-laws, except mother-in-law and father-in-law. No deduction shall be made from the salary of any employee summoned to court as a witness.

ARTICLE 15 JURY DUTY

No deduction shall be made from the salary of any employee summoned to court as a witness in a trial or for the purpose of performing mandatory jury duty. During the time that an employee is actually reporting to the court for jury duty, the District will convert the employee's work schedule to a regular five-day, Monday through Friday, day shift basis.

When an employee assigned to jury duty is required to work after a daily jury duty assignment where such jury duty assignment is equal to or in excess of the employees' daily work schedule, the time actually in excess of the employee's normal work schedule that is worked by the employee shall be accrued as compensatory time or paid in cash as overtime.

ARTICLE 16 INDUSTRIAL ACCIDENT LEAVE POLICY

The parties agree that the language contained in the Industrial Accident Leave Policy agreed to by the District and SEIU Local 721 on July 24, 1986 continues in effect during the duration of this MOU. The District's Industrial Accident Leave Policy is found in Policy No. 17, of the District's Personnel Manual. The parties agree to continue to abide by the provisions contained in Policy No. 17 for the duration of this MOU.

ARTICLE 17
WORKPLACE SAFETY AND EQUIPMENT

General Policy and Procedures

All District employees will be required to read and understand the contents of the District's Safety Policies, including the District's Safety and Hazardous Materials Safety Program Manual. Each employee shall be required to sign a written acknowledgment that they have read and understand these manuals and will consult them as needed. Employees shall promptly report all job-related injuries to the Safety Officer no matter how minor they may seem at the time of occurrence.

The District will provide the training and direction needed by each employee so that they understand the District's Safety Policies and Procedures. The District will maintain appropriate records necessary to document training and employee performance in this area.

If the District's Safety Officer determines that there is either a misunderstanding of or a violation of the District's Safety Policies and Procedures, a meeting will take place between the District's Safety Officer and the affected employee. The Safety Officer will discuss the misunderstanding and/or violation with the employee, and identify remedial actions necessary to assist the employee in better fulfilling their responsibility for workplace safety.

In the event that the affected employee continues to violate the District's Safety Policies and Procedures, then the District Safety Officer will schedule a corrective interview with the employee and if appropriate, issue a written violation form documenting the violation. Continued violations of the District's Safety Policies and Procedures may result in the use of progressive discipline measures including but not limited to probation, suspension, and in severe cases, termination.

Before an affected employee is put on probation, suspended or is dismissed for violations of the District's Safety Policies and Procedures, District Management will schedule a formal hearing regarding these violations. A SEIU Local 721 representative may be present at the hearing if requested. The hearing will determine if there is probable cause for the proposed disciplinary action, and the employee will be given an opportunity to state their position regarding the incidents which are the subject of the hearing. Depending on the results of the hearing, the employee will be given a written statement identifying the reasons for the disciplinary action to be taken, and adequate notification of any change in the employee's employment status with the District.

A grievance may be filed by an employee who feels that they have been affected adversely by an alleged violation, misinterpretation, or misapplication of the District's Safety Policies and Procedures. In the event that the employee elects to file a grievance,

then it shall be filed in accordance with the provisions of policy No. 26 found in the District's Personnel Manual, and in accordance with applicable provisions of this MOU.

Employee Responsibilities - Safety Equipment

Each employee has the responsibility to use and make sure that the personal and safety equipment provided by the District is in good repair and functioning properly. Any employee who fails to use such equipment in a proper manner may be disciplined in accordance with the provisions of the District's Personnel Manual.

Safety Boots

The District shall provide each employee required by the District to wear Cal-OSHA approved steel-toed boots with a safety boot purchase and/or resoling allowance up to a maximum of two hundred and fifty dollars (\$250). The parties agree that District Management shall determine the frequency of safety boot purchases and/or resoling work. SEIU Local 721 also agrees to work with the District to insure employee compliance with the District's requirement that these safety boots be worn when required and kept in a usable condition by the affected employees.

Safety Glasses

The District shall pay the cost of Cal-OSHA approved safety glasses for each employee required by the District to wear safety glasses.

SEIU Local 721 agrees that the District has the right to set up reasonable procedures and rules needed to cover implementation details for this program. SEIU Local 721 also agrees to work with the district to ensure employee compliance with the District's requirement that the safety glasses be worn when required to insure employee safety.

ARTICLE 18 UNIFORMS

Qualified employees will be supplied with appropriate uniform shirts and pants by the District.

Employees required to wear these uniforms will, do so. Employees are expected to utilize clean uniforms, provided daily by the District, in order to identify themselves as District employees and to project a professional work image. Any employee, who fails to wear a uniform when required by the District, may be disciplined in accordance with applicable provisions of Policy No 10, Suspension, Dismissal, Demotion and Resignation, as contained in the District's Personnel Manual.

ARTICLE 19
EMPLOYEE SUGGESTION AWARD PROGRAM

In an effort to encourage employees to make suggestions which improve the efficiency and economy of the District's activities, the District hereby establishes a suggestion award program. Employee suggestions, submitted in writing to the appropriate supervisor, which are deemed to be practical, cost-effective, workable, consistent with the District's mission and result in yearly savings shall be considered for this program.

The parties agree that an Employee Review Board composed of the Shop Steward and the Office Division Manager, shall meet to review written suggestions submitted by an employee and recommend an appropriate award level to the General Manager for his final review, approval and decision regarding the issuance of an appropriate award.

The General Manager will provide the Board of Directors with a written briefing report documenting the submittal of a written request for and his decision regarding the issuance of an appropriate Employee Suggestion Award under this program.

If the District implements an employee's suggestion the General Manager may provide that employee with. Compensatory Time-Off (CTO) and/or issue a cash award using the following schedule:

<u>Extent of Yearly Savings</u>	<u>Award</u>
Savings to \$500	\$ 25.00 Award and Recognition Certificate
Savings from \$501 to \$1000	\$ 50.00 Award and Recognition Certificate
Savings from \$1001 to \$1500	\$100.00 Award and Recognition Certificate
Savings from \$1501 to \$2500	\$150.00 Award and Recognition Certificate
Savings greater than \$2500	\$200.00 Award and Recognition Certificate

ARTICLE 20
EMPLOYEE EMPOWERMENT PROGRAM

The parties agree to meet and discuss suggestions by which the District's employees are empowered to maximize their creativity and contributions to the District. The parties agree to work together to establish such a program in order to increase the productivity of the District and its employees.

ARTICLE 21
TEXTBOOK AND TUITION PROGRAM

In an effort to encourage employee development and improved standards of excellence in job performance, the District will, establish a textbook and tuition reimbursement policy. Employees entitled to participate in this program shall submit a request for such participation to their appropriate supervisor in advance of committing themselves to

the course work. SEIU Local 721 recognizes the District's right to set up reasonable procedures and rules needed to cover implementation details.

Each employee represented by SEIU Local 721 who participates in the textbook and tuition program will be eligible to receive reimbursement of all eligible expenses up to a maximum of five hundred dollars (\$800) per year, plus fifty-percent (50%) of all additional expenses up to a maximum total reimbursement of eight hundred dollars (\$1200) per employee per year.

ARTICLE 22 PERSONNEL MANUAL UPDATE

The District recently completed and adopted a new Personnel Manual. The District will periodically modify and or update the personnel manual . In those cases where the personnel manual is to be updated the General Manager will consult with the employees early in this revision process and that SEIU Local 721 will work with the employees to provide the General Manager with written comments regarding the employees' reaction to the proposed revisions. It is intended that the parties will complete their consultations on revisions to the Districts existing Personnel Manual prior to the General Manager's submission of the final version of the revised Personnel Manual, to the Board of Directors for their review and final approval. ARTICLE 23

PERSONNEL FILE

No material relating to performance appraisal, salary action, or disciplinary action shall be placed in the personnel file of an employee without the employee first being given an opportunity to read such material. The employee shall acknowledge having read such material affixing his/her signature on the material to be placed in the file with the understanding that, although such signature indicated acknowledgment, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in the personnel file with an appropriate notation by the person filing it.

An employee shall have the right to inspect the contents of their individual personnel file or may designate in writing a SEIU Local 721 representative to inspect said file.

ARTICLE 24 DISTRICT'S RIGHTS AND RESPONSIBILITIES

Nothing contained in this Memorandum shall be deemed to supersede the provisions of existing State law. It remains the exclusive right of the District to direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for any other reasons; classify and reclassify positions, and determine the methods, means and personnel by which the Districts operations are to be conducted, Provided,

however, that the exercise and retention of such rights does not preclude the employees or SEIU Local 721 from consulting about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment. It is understood and mutually agreed that employees are the District's primary resource and that effective personnel and contract administration are essential to good morale and high levels of performance and public service. The District agrees to continue to work toward effective personnel and contract administration in the spirit of good faith, while optimizing communication and cooperation.

ARTICLE 25 EMPLOYEES' RESPONSIBILITIES

Employees covered by this MOU and represented by SEIU Local 721 shall continue to be responsible people and strive to listen carefully to training and directions from supervisors; strive to maintain good safety records, job efficiency and effectiveness; make suggestions to appropriate supervisors regarding possible practices which may result in more efficient, effective, and/or safe operations; use all safety equipment provided; maintain to the extent required by their job all such safety equipment and Promptly report the need for repairs to equipment not functioning properly.

SEIU Local 721, in general, agrees to encourage employees to fulfill their responsibilities to the District in the effective performance of their duties. SEIU Local 721 will also encourage employees with a job-related complaint or problem to proceed through the chain of command, which is agreed to be the employee's immediate supervisor and then the General Manager. The District recognizes that there may be times when SEIU Local 721 wishes to contact the General Manager directly, in light of the problem and the small size of the District. The District will endeavor to work with SEIU Local 721 in this regard, but it reserves the right to require the chain of command to be observed by SEIU Local 721 and District employees

ARTICLE 26 ACCESS TO WORK LOCATIONS

A designated SEIU staff member shall be given reasonable access to work locations during working hours, provided that such visits do not unduly interfere with the District's operations, and that advance notification of the visit has been given. These visits shall be to observe working conditions or to investigate grievances.

SEIU Local 721 Stewards and Alternates' shall have access to work facilities and work areas for the purpose of conducting Union business during working hours, including the exercise of All rights as defined in this MOU and the law. Management shall ensure available space at the worksites for Stewards to protect confidentiality of Union members. Union staff shall have equal access to work facilities and work areas for the purpose of conducting Union business.

ARTICLE. 27
STEWARDS RIGHTS

Protection against Discrimination and Retaliation

Management recognizes SEIU Local 721. Stewards and Alternates as official representatives of the Union, and such Representatives are entitled to all rights and protections as defined by law and this MOU. The employer shall provide equal rights to stewards with disabilities. Grievances filed under this section shall be expedited to the Third level upon being filed. SEIU Local 721 shall provide a written list of employee's stewards to the appropriate employer authority.

ARTICLE 28
LOST TIME

SEIU Local 721 Officers, Stewards and Alternates shall be allowed necessary time off without loss of pay and benefits to perform the responsibilities of their positions, including but not limited to the investigation and processing of grievances, representation at Skelly hearings, Weingarten meetings, informal meetings with management, Labor- Management meetings, New employee Orientations, negotiations, steward trainings, paid time off for lost time status, and to observe working conditions as they relate to district represented employees or issues

ARTICLE 29
AGENCY SHOP Fair Share/Agency Shop

- A. Those unit employees who are members of SEIU Local 721 as of July 1, 1995 and those who voluntarily join thereafter are required to maintain their membership in SEIU Local 721 subject to the following exception: unit members may cancel their membership and pay a representation fee in lieu of membership during the period the third work week of May of each year: or at such time as they are no longer employed in the unit.
- B. Within thirty (30) days of the implementation of this Section, per paragraph A, all unit employees who choose not to become members of SEIU Local 721, shall be required to pay to SEIU Local 721 a representation service fee that represents such employee's proportionate share of SEIU Local 721's cost of legally authorized representational services, on behalf of the unit employees in their relations with the District. Such representation service fee shall in no event exceed the regular periodic membership dues paid by unit employees who are members of SEIU Local 721. Employees employed after the effective date of this Section shall be subject to its terms thirty (30) days after becoming an employee of the District.
- C. SEIU Local 721 shall make available to unit employees required to pay a representation service fee under this Section, at its expense, an escrow and

administration appeals procedure for challenging the amount of the fee that complies with, the requirements of applicable law.

SEIU Local 721 agrees to fully indemnify the District and its officers, employees and agents against any and all claims, proceedings and liability arising directly or indirectly, out of any actions taken or not taken by or on behalf of the District under this Section, and to reimburse the District of its cost in defending against any such claims, proceedings or liability.

ARTICLE 30 SAVINGS CLAUSE

If any provisions of this MOU are held to be contrary to law by a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting except to the extent permitted by law; provided, however, that all other provisions of the MOU will continue in full force and effect, and the parties to the agreement will meet and confer as soon as practicable in an attempt to agree upon a substitute provision or provisions.

ARTICLE 31 REPEALS

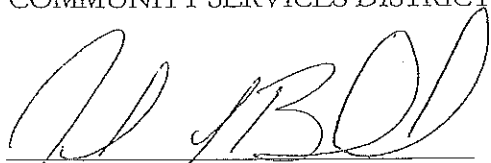
All other Memoranda of Agreement, and Resolutions pertaining thereto; or other resolutions relating to personnel policies and practices which are inconsistent with the terms of this Memorandum, shall be repealed or revised to conform to the terms of this MOU.

ARTICLE 32 EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures; prior to written agreements, and over State laws, to the extent permitted by State law.

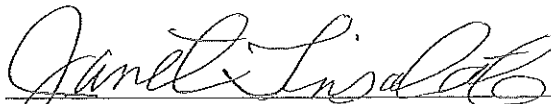
This Memorandum of Understanding is entered into on this day 30th, June 2015 in the District Office at Channel Islands Beach, California

CHANNEL ISLANDS BEACH
COMMUNITY SERVICES DISTRICT

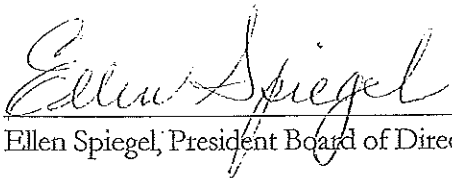


Jared Bouchard, General Manager

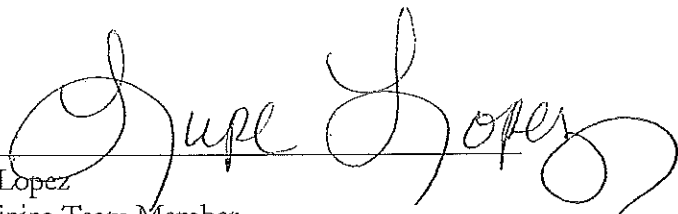
SERVICE EMPLOYEES
INTERNATIONAL UNION SEM LOCAL 721



Janet Linsalto
Chief Negotiator SEIU Local 721



Ellen Spiegel, President Board of Directors



Lupe Lopez
Bargaining Team Member

Channel Islands Community Beach Services District

July 1, 2015, through June 30, 2020



SEIU Local 721

**2472 Eastman Ave Ste 30
Ventura CA 93003-5774**

Questions? Call the Member Connection (877) 721-4YOU

www.seiu721.org

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