

MEMORANDUM OF UNDERSTANDING

COACHELLA VALLEY WATER DISTRICT

AND

TEAMSTERS LOCAL 1932

January 1, 2026, to December 31, 2028

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MEMORANDUM OF UNDERSTANDING BETWEEN THE COACHELLA VALLEY WATER DISTRICT AND TEAMSTERS LOCAL 1932

The Coachella Valley Water District (“CVWD”) recognizes Teamsters Local 1932 as the exclusive employee representative for employees in the general unit of CVWD. Employee classifications affected by this agreement are identified in the Teamsters Local 1932 Employee Member Classification Listing hereto attached as Exhibit A.

I. TERM OF MEMORANDUM

The provisions of this memorandum (“MOU”) shall become effective January 1, 2026, and remain in effect through December 31, 2028, unless otherwise expressly stated otherwise. Specific sections may designate effective dates subsequent to the effective date of this MOU.

The parties agree to initiate negotiations for a successor MOU six (6) months prior to the expiration of the MOU.

2. SALARY ADJUSTMENTS

Effective the first pay period, that includes January 1, 2026, or the first pay period after ratification by Teamsters Local 1932 membership and the approval of the MOU by the Board of Directors, whichever date is later, salaries will be increased based on the actual Riverside, San Bernardino, Ontario CPI-U Index (September 2024 – 2025): 3.6%.

Effective the first pay period that includes January 1, 2027, salaries will be increased based on the actual Riverside, San Bernardino, Ontario CPI-U Index (September 2025 – 2026), subject to a 2% minimum and a 4% maximum adjustment.

Effective the first pay period that includes January 1, 2028, salaries will be increased based on the actual Riverside, San Bernardino, Ontario CPI-U Index (September 2026 – 2027), subject to a 2% minimum and a 4% maximum adjustment.

One-Time Payment – All full and part-time regular employees in the bargaining unit who are employed by CVWD as of the date of ratification of this MOU by Teamsters Local 1932 and who are still employed by CVWD on the actual date of payment, shall receive a one-time lump sum payment in the gross amount of \$3,000. All Full-Time Limited-Term employees in the bargaining unit that are serving a limited term appointment of at least six (6) months or longer shall receive a one-time lump sum payment in the gross amount of \$3,000, provided they are employed by CVWD as of the date of ratification of this MOU by Teamsters Local 1932 and are still employed by CVWD on the actual date of payment. This payment shall be made within 30 days of the date of approval of terms of the successor MOU by the Board.

3. RETIREMENT

Employees who are considered “classic members” with CalPERS will pay the full eight percent (8%) of the CalPERS Employee Contribution rate on a pretax basis.

New members hired after January 1, 2013, will pay 50% of the normal cost for the CalPERS 2% @ 62 plan. The normal cost will be determined on an annual basis by a CalPERS Actuarial.

CVWD contracts with CalPERS for the 2.5% @ 55 retirement plan for Classic Members.

CVWD contracts with CalPERS to include the ability for the employees to purchase Military Service Credit at their own expense.

CVWD contracts with CalPERS for the Pre-Retirement Optional Settlement 2 Death Benefit.

4. HEALTH AND WELFARE PROGRAM

All employees who are employed on a full-time basis and working thirty (30) or more hours per week shall be eligible to participate in the group insurance plans provided by CVWD. Employees may enroll in a group insurance plan during open enrollment or if they have a qualified change in status.

The open enrollment period for the term of this contract will be established by CVWD. The period will be open for a minimum of two (2) weeks and will conclude no later than the end of the second week in November.

4.1 EMPLOYEE MEDICAL PLANS

A. Eligibility

An employee is eligible for medical benefits after the completion of thirty (30) days of continuous employment, which will fall on the first day of the month following the thirty (30) days of continuous employment. An employee can cover their spouse/domestic partner (DP), dependents up to age twenty-six (26), or a dependent who is mentally or physically handicapped. Domestic Partners registered with the State of California will be eligible for medical, dental and vision coverage. If an employee has not enrolled in a medical plan within thirty (30) days of their hire date, the employee will be placed in the lowest cost HMO plan.

B. Group Insurance Plans

CVWD will continue to provide medical benefit plan options to eligible employees, spouses/domestic partners and their dependents throughout the remainder of the calendar year. Medical plans do not cover services outside the United States.

CVWD will provide four (4) medical plan options—one (1) HMO Plan, one (1) PPO Plan, one (1) High-Deductible Health Plan (HDHP) plan, and one (1) other medical plan (EPO, HMO, POS or PPO)—to all eligible employees and their dependents for the remaining term of this MOU.

The medical plan(s) include(s) prescription drug benefits.

C. Medical Premiums

Effective **January 1, 2026**, CVWD will continue to pay 80% of the total monthly premium cost and the employee will pay 20% of the total monthly premium cost for the group medical plan selected for the calendar year.

Effective **January 1, 2027**, CVWD will provide the employee with a monthly credit towards medical premiums in the amount of 100% of the lowest cost HMO plan within the coverage level in which the employee is enrolled (i.e. employee only, employee + spouse, employee + child(ren), or family) for that calendar year. The employee will be fully responsible for payment of any remaining premium costs that exceed the amount of the monthly credit provided by CVWD.

Effective **January 1, 2028**, CVWD will provide the employee with a monthly credit towards medical premiums in the amount of 100% of the lowest cost HMO plan within the coverage level in which the employee is enrolled (i.e. employee only, employee + spouse, employee + child(ren), or family) for that calendar year. The employee will be fully responsible for payment of any remaining premium costs that exceed the amount of the monthly credit provided by CVWD.

The employee contribution shall be on a pre-tax basis to the extent allowable by law.

D. Health Savings Account Contribution

On a one-time basis for each High-Deductible Health Plan (HDHP) enrollment during the term of the contract, CVWD will contribute 100% of the difference between one year's premium of CVWD's share of the employer's PPO premium and the HDHP premium to the employee's HSA.

E. Opt-Out of Employee Medical Plans

CVWD will allow each employee to opt out of CVWD health care program if they are covered by another health plan. Any employee who provides to CVWD

evidence of insurance under a separate policy and requests to be deleted from CVWD's coverage shall receive four-hundred fifty dollars (\$450) per month for the entire enrollment year. An employee can elect to opt-out of or re-enroll in the medical plan during open enrollment or if they have a qualified change in status.

If the employee and spouse are both employed at CVWD, one of the employees may opt out of the medical plan and be covered as a dependent under their spouse's plan. The employee does not receive a monetary amount for opting out of the medical plan. Participation in the dental and vision plans are mandatory for employees and employees cannot opt out of these plans

4.2 RETIREE MEDICAL PLANS

- A. Retiree medical benefits are considered a post-employment benefit and as such are subject to change, including federal and state laws, and any unforeseen and extraordinary circumstances that are not part of usual and customary business practices.
1. Premiums are paid on a monthly basis. At time of retirement, the employee must remain in the same elected CVWD group medical plan and cannot upgrade plans at retirement.
 2. For retirees with twenty-five (25) or more years of service, CVWD will pay 80% of the medical insurance premiums for retiree and eligible dependents for the duration of this MOU. The retiree will be eligible to maintain the dependents that are on their plan at the time of retirement as long as the dependents remain eligible for coverage. The remaining 20% of the premiums will be paid for by the retiree on a monthly basis.
 3. **For Employees Hired AFTER July 1, 2011** – For the duration of this MOU, for retirees with fifteen (15) or more years of service with CVWD, CVWD will pay 80% of the medical plans insurance premiums for the retiree only for the duration of this MOU. The remaining 20% of the premiums will be paid for by the retiree on a monthly basis.
 4. **For Employees Hired BEFORE July 1, 2011** For the duration of this MOU, for retirees with ten (10) or more years of service with CVWD, CVWD will pay 80% of the medical plans insurance premiums for the retiree only. The remaining 20% of the premiums will be paid for by the retiree on a monthly basis.
 5. Retirees are not eligible for the dental plan. Immediately upon retirement, the retiree will be offered the opportunity to purchase dental insurance and pay premiums at their own expense through COBRA for a maximum of eighteen (18) months.

6. Retirees are not eligible for the vision plan. Immediately upon retirement, the retiree will be offered the opportunity to purchase vision insurance and pay premiums at their own expense through COBRA for a maximum of eighteen (18) months.

B. Retiree Medical Premiums

1. All premiums are due within thirty (30) days of receipt of the invoice. After thirty (30) days, a late notice will be sent along with the invoice for the following month's premiums. If the medical premium invoice is ninety (90) days past due, medical coverage will be cancelled. If the retiree medical plan is cancelled, a retiree cannot re-enroll in any CVWD group retiree medical plan until open enrollment or if they experience a qualified change in status. Any additional costs beyond what CVWD had been paying at time of cancellation will be at the retiree's expense.
2. If a retiree marries after their retirement date, the spouse is not eligible for CVWD group medical plan benefits. Retirees will be offered a chance to choose a plan when eligible for benefits during open enrollment or after a qualified change in status.
3. When a retiree or eligible spouse/domestic partner becomes Medicare-eligible, the retiree or eligible spouse/domestic partner will no longer be eligible for CVWD group medical plans or prescription drug plans. At that time, he/she would then enroll in a Medicare plan.
4. Opt-Out of Retiree Medical Plans - CVWD will allow each retiree to opt out of CVWD retiree health care program if they are covered by another retiree health plan. Any retiree who provides to CVWD evidence of insurance under a separate policy and requests to be deleted from CVWD's coverage shall receive four-hundred fifty dollars (\$450) per month for the entire enrollment year. A retiree can elect to opt-out of or re-enroll in the medical plan during open enrollment or if they have a qualified change in status.

If the retiree and spouse are both retirees of CVWD, one of the retirees may opt out of the medical plan and be covered as a dependent under their spouse's plan. The retiree does not receive a monetary amount for opting out of the retiree medical plan

C. Teamsters Healthcare Trust

Subject to the terms set forth in 'Exhibit B' regarding this article, the District shall facilitate payroll deductions from all bargaining unit members for submission to the Teamsters Local 1932 Retiree Trust ("Retiree Trust") under the Teamsters Local 1932 Health and Welfare Trust Agreement ("Trust

Agreement”) for the period of January 1, 2027 through December 31, 2028. The Trust Agreement provides for a Teamsters-sponsored trust that constitutes a voluntary employees’ beneficiary association (“VEBA”) under section 501(c)(9) of the Internal Revenue Code. The Retiree Trust will provide eligible retirees of a Teamsters represented bargaining unit without regard to union membership with certain healthcare benefits, the terms of which are summarized below.

Prior to any such deductions, the District will review the Trust Agreement and other related documents to ensure that the District will not be held liable or carry any obligation to the trust other than making the agreed upon payroll deductions. If no such liability is determined, District will begin deductions within 30 days after a membership passing vote and shall be submitted to the Teamster Retiree Trust under the existing Trust Agreement. Notwithstanding the District’s review of the Trust Agreement, Teamsters shall fully defend, indemnify, and hold harmless the District, as referenced in ‘Exhibit B’.

4.3 DENTAL PLAN

CVWD offers employees a self-insured PPO dental plan. Employees must enroll in the dental plan and may enroll their spouse/domestic partner or eligible dependents. CVWD pays 80% of the total premium cost under the dental plan. An employee cannot opt out of the dental plan. The remaining 20% of the premiums will be paid for by the employee through payroll deduction on a bi-monthly basis. The employee contribution shall be on a pre-tax basis to the extent allowable by law.

4.4 VISION PLAN

CVWD offers employees a self-insured PPO vision plan. Employees must enroll in the vision plan and may enroll their spouse/domestic partner or eligible dependents. CVWD pays 80% of the total premium cost for the vision plan. An employee cannot opt out of the vision plan. The remaining 20% of the premiums will be paid for by the employee through payroll deduction on a bi-monthly basis. The employee contribution shall be on a pre-tax basis to the extent allowable by law.

4.5 LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT PLANS

CVWD will provide CVWD employees with group term life insurance coverage of one and one-half (1½) times their annual salary with a minimum benefit of fifty thousand dollars (\$50,000) to a maximum benefit of three-hundred fifty thousand dollars (\$350,000). Once an employee reaches the age of 65, the benefit is reduced to 65% of one and one half (1½) times salary or \$50,000 whichever is greater. The benefit percentage continues to be reduced on a set scale until the employee reaches the age of 70. At age 70, the maximum benefit is reached at 50% of one and one half (1½) times salary or \$50,000 whichever is greater. CVWD pays the full cost of the life insurance and AD&D insurance premiums for employees, spouses/domestic partners and eligible dependents.

At the time of retirement or termination, employees will be offered the option to convert the group term life insurance policy to an individual term life insurance policy. The employee has thirty (30) days from their retirement or termination date to elect the conversion policy and pay premiums at their own expense.

Employees covered by nondiscriminatory employer-provided group life plans are taxed on the face amounts exceeding fifty thousand dollars (\$50,000) as imputed income. The taxable amount is calculated using five-year age bracketed rates stipulated in regulations and referred to as Table I Rates.

4.6 FLEXIBLE SPENDING ACCOUNTS (FSAS)

If eligible, CVWD will offer employees options for three (3) Flexible Spending Accounts (FSAs) under IRS Revenue Code 125, which governs all cafeteria plans, at no administrative cost to the employee. An employee can participate in the plan once a year and must enroll in the plan each year during open enrollment. Mid-year participation is only available to new employees or those employees who have a qualified change in status. The maximum amount that you can contribute per year is based on the IRS Code for Cafeteria 125 plans. The plan year begins on January 1 and runs through December 31.

A. Health Care FSA

The Health Care FSA provides employees with an opportunity to pay for medical, dental, vision and hearing out-of-pocket expenses on a pretax basis. Employees are reimbursed up to the amount pledged for the calendar year.

B. Dependent Care FSA

The Dependent Care FSA provides employees an opportunity to pay for child or elder dependent care out-of-pocket expenses on a pretax basis. Employees are

reimbursed up to the amount they have contributed to date to the plan for the calendar year.

C. Limited Health Care FSA

Employees participating in a Health Savings Account (HSA) with a HDHP medical plan, may also participate in a limited health care FSA for dental and vision expenses only.

If any of the plans are held invalid or unenforceable by the IRS, its invalidity or unenforceability shall not affect any other provisions of the Plan and the Plan shall be construed and enforced as if such provision had not been included herein. If the entire plan is held invalid or unenforceable by the IRS, it shall not invalidate this MOU

4.7 SHORT AND LONG-TERM DISABILITY PLANS

CVWD will offer employees a Long-Term Disability Insurance Plan that provides sixty-six and two-thirds percent (66-2/3%) of the employee's salary (up to a maximum of \$10,000 per month and subject to integration) up to age sixty-five (65). All employees must participate in the LTD Plan and premiums are paid by employees on a pretax basis.

CVWD offers two short and long term disability plans:

- A. Core LT & ST - All employees must participate in the core LT and ST programs that are provided by CVWD with premiums paid for by the employee on a pretax basis.
- B. Optional Buy-Up - Employees making more than \$3,600 per month have the option to purchase additional disability insurance in addition to the Core disability plans on a pretax basis.

4.8 DEFERRED COMPENSATION

CVWD offers both Traditional and Roth 457 deferred compensation supplemental retirement plans subject to continued qualification of such plan under the law. Participation is voluntary. An employee is eligible to enroll at any time during the year. An employee selects a fixed dollar amount or percentage of their salary to be deducted on a pretax basis (Traditional) and after tax (Roth) from each paycheck throughout the year. An employee can contribute up to the maximum dollar limit allowed by the IRS. The plans may offer employees an option of taking a loan subject to the terms of the plan. An employee may take a hardship withdrawal subject to the 457 Plan Administrator's approval. The supplemental deferred compensation benefit is in addition to the PERS retirement plan.

4.9 WELLNESS PROGRAM

Employees covered by this MOU shall be permitted to participate in a Wellness Program intended to reduce job-related stress and improve general physical and mental health. The wellness program is subject to change. Participation will not be used as a punitive measure. Employees will have access to a thirty (30) minute session each month with the onsite Wellness Coach. Please see the CVWD Wellness Policy for details.

4.10 VOLUNTARY BENEFITS

All employees are eligible to participate in voluntary benefits offered by CVWD. Employees pay the full cost of premiums. The availability of voluntary benefits is subject to change during the length of this MOU. Voluntary benefits may include the following:

- A. Supplemental Life Insurance
- B. Accident
- C. Hospital indemnity
- D. Critical Illness
- E. Medical Transport
- F. Scholarshare 529

5. SICK LEAVE

Employees begin accruing paid sick leave at the commencement of employment. Sick leave is accrued at the rate of eight (8) working hours for each full month of employment. Employees may begin using accrued sick leave upon completion of their 90th day of employment. Sick leave is not accrued during a period of layoff of service or unpaid leave.

Upon written or oral request, employees may use sick leave for the following purposes:

- A. Diagnosis, care, or treatment of an existing health condition, or preventive care for, an employee or an employee's family member; or
- B. For an employee who is a victim of domestic violence, sexual assault, or stalking.

"Family member" means any of the following: (1) A child, which means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; (2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (3) A spouse; (4) A registered domestic partner; (5) A grandparent; (6) A grandchild; (7) A sibling.

If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor at least thirty (30) minutes before shift or starting time begins. For any absence of three (3) days or more for the employee's own injury or illness, CVWD may require a release to return to work from the employee's health care provider.

Employees may use sick leave in minimum increments of one half ($\frac{1}{2}$) hour. Sick leave will be paid at the employee's hourly wage. Employees who had different rates of pay in the ninety (90) days prior to taking sick leave will be paid for sick leave at the rate of pay calculated by dividing the employee's total wages, not including overtime pay, by the employee's total hours worked in the full pay periods of the ninety (90) days of employment prior to taking such sick leave. This calculation only pertains to those employees who had a wage reduction.

Unused sick leave credits shall be accumulated from year to year to a maximum of three hundred sixty (360) hours in a Sick Leave Fund to be used by the employee as needed for approved sick leave.

Upon retirement from CVWD, an employee's unused sick leave and Emergency Health Fund of record shall be covered as follows:

Up to four hundred eighty (480) hours of accrued sick leave and emergency health fund combined shall be paid to the employee at the rate of one hundred (100%) percent. All accrued sick leave and emergency health fund beyond the four hundred eighty (480) hours will be paid at fifty (50%) percent of cash value.

All other rights to sick leave and emergency health fund shall be canceled if an employee resigns or is terminated.

Upon the death of an employee, all sick leave of record will be paid to the estate at the rate of one hundred (100%) percent.

6. EMERGENCY HEALTH FUND

The maximum amount of unused hours of Emergency Health Fund as of the first pay period ending prior to December shall be three hundred (300) hours.

6.1 EMERGENCY HEALTH FUND CONVERSION

The amount of unused sick leave credits over three hundred sixty (360) hours as determined as of the first pay period ending prior to December 1 of each year shall be distributed as follows:

- A. One-half ($\frac{1}{2}$) accrued to Emergency Health Fund.
- B. One-half ($\frac{1}{2}$) at the employee option:

1. As pay at the employee's current rate.
2. As vacation leave.
3. Accrue to emergency health fund.
4. Contribution to Deferred Compensation

Emergency Health Fund shall be reduced at the end of the calendar year to restore sick leave fund to three hundred sixty (360) hours automatically.

6.2 RETIREMENT HOSPITALIZATION

The retirement hospitalization program remains in effect for employees who retired prior to July 1, 2004. Employees retiring after July 1, 2004, will have their sick leave benefit paid out at retirement in accordance with section 5 of this MOU.

7. EDUCATIONAL REIMBURSEMENT

CVWD will provide an educational reimbursement amount to three thousand (\$3000) dollars for lower division college level classes including approved home study courses and certificate programs. CVWD will provide an educational reimbursement to six thousand (\$6000) dollars for upper division classes (3rd year and higher) college or graduate level classes of approved, job-related degree programs effective for classes beginning after the effective date of the MOU.

Approved Study Courses

- A. Passing grade of “C: or better or “pass” designation must be received to be eligible for reimbursement.
- B. Reimbursement will be for tuition, registration, and books when accompanied by proper receipts and documents.
- C. Human Resources must approve courses prior to enrollment.
- D. Reimbursement will be for the fiscal year of course completion.

8. LICENSE AND CERTIFICATIONS

While many certifications and licenses are requirements of classifications as identified in job descriptions, CVWD issues a Special Compensation increase to the employee’s base salary for obtaining certain additional job specific certifications.

Said certifications are limited to the following:

- A. Automotive Service Excellence Master (“ASE”) Certification
- B. Crane Operator Certification (Depending on Assignment)
- C. CVWD Issued Bilingual Certification
- D. Professional Engineer Certification

8.1 AUTOMOTIVE SERVICE EXCELLENCE MASTER (“ASE”) CERTIFICATION

Depending on assignment, Fleet and Equipment Technician I/II (i.e. Mechanic) possessing a Master Certification issued by the National Institute for Automotive Service Excellence (“ASE”), will receive Non-Pentionable Special Compensation of 5% to their current base salary, subject to Department Head approval and department need.

8.2 CRANE OPERATOR CERTIFICATION PAY

Depending on assignment, employees will receive Non-Pentionable Special Compensation of 5% to their current base salary by possessing a certification from the National Commission for the Certification of Crane Operators (NCCCO), subject to Department Head approval and department need.

8.3 CVWD ISSUED BILINGUAL CERTIFICATION PAY

In accordance with the Bilingual Pay Policy & Procedure, employees possessing a Bilingual certification issued by CVWD, will receive Non-Pentionable Special Compensation of 5% to their current base salary, subject to Department Head approval and department need.

8.4 PROFESSIONAL ENGINEER CERTIFICATION

Depending on assignment, an Engineer I/II possessing a Professional Engineer certification, issued by the State of California, will receive Non-Pentionable Special Compensation of 5% to their current base salary, subject to Department Head approval and department need.

Employees will lose the Special Compensation should they not maintain the certification or if they transfer to another classification where the certification is not applicable.

Employees on leave (paid or unpaid) for an entire pay period shall not receive the Special Compensation for that pay period.

CVWD will reimburse employees for any license or certification fee that is required by CVWD, including any renewals. This does not include Class “C” driver’s licenses.

CVWD will allow up to sixteen (16) hours of paid leave to attend classes for Contact hours required for renewal of their current certification that is needed for their classification series. This time will not be used in overtime calculations.

Organizational membership fees may be reimbursed if the membership is beneficial to the employee’s job duties and is subject to Department Head approval.

9. WORK HOURS

General office work hours of CVWD shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday, except observed holidays, or as established by the General Manager.

10. SCHEDULES

10.1 ALTERNATIVE WORK SCHEDULE

An alternative (9/80) work schedule may be requested by the employee as their regular schedule. Such schedule must be approved by the General Manager or designee(s) and Human Resources and follow the guidelines set in the Alternative Work Schedule Policy. An employee is subject to removal from an alternative work schedule by CVWD for disciplinary and/or performance issues, as well as operational and/or businesses necessity. CVWD shall provide a minimum of two (2) weeks' notice of such removal when feasible

10.2 SCHEDULE CHANGES

Given the responsibilities of CVWD to its customers, public health and emergencies, whenever practical, employees affected by temporary schedule changes shall be given five (5) days written notice of intended change.

Schedule changes due to shift rotation shall authorize time away from an employee's job responsibility. Loss of pay for that period is a condition of employment. A schedule change absence shall not influence an employee's benefits or an employee's "month-of-service." "Schedule Change Absence" shall bear no relationship to a "Leave of Absence." (The eleventh (11th) day worked as a result of the schedule change shall be paid as premium time).

10.3 FLEX-TIME SCHEDULE

Temporary adjustments in work schedules for up to ninety (90) days may be allowed for the convenience of the employee if requested by the employee and approved by the supervisor, Department Head and Human Resources approved by the General Manager.

10.4 ROTATING SCHEDULE

Control Operators, Zanjeros, and Wastewater Reclamation Plant Operators at WRP-10 (Class V) plants will be assigned to work on rotating schedules of forty (40) hours per seven (7) day period.

11. WORKING OUT OF CLASSIFICATION

A CVWD employee may be assigned to work in another classification for up to one hundred sixty (160) hours in that classification during any twelve (12) month period without special compensation. An employee who believes he or she has been assigned duties beyond one hundred sixty (160) hours in accordance with this policy may either request an informal review by the Human Resources Director or file a grievance.

Duties of the higher class would have to be performed at least one third (1/3) of the regular day (2.66 hours) to have eight (8) hours counted toward the three hundred twenty hours. Calculations will be on a revolving twelve (12) months.

12. PAYDAYS AND HOURLY RATE CALCULATION

Salary payments will be made on a biweekly basis. The payday for each biweekly pay period will be on the fourth (4th) regular working day following the end of the pay period. In the event that the fourth (4th) regular working day following the end of the pay period is a recognized holiday, payday for that biweekly pay period will be the third (3rd) working day following the end of the pay period.

The hourly rate shall be determined by dividing the annual rate by two thousand eighty (2080) hours.

Bi-weekly pay period shall be defined as beginning on a Saturday and ending at the close of the second (2nd) Friday following.

13. SALARY STEP PLACEMENT

While vacancies shall ordinarily be filled by recruitment at Step 1 of the established salary range, Human Resources may recruit at higher steps with notification to Teamsters Local 1932.

An employee who has received an overall rating of 2.00 or above on the most recent Performance Evaluation shall advance one step on an 8-step salary schedule effective the first full pay period that includes July 1st, unless the employee is already at the top step of the salary schedule.

An employee who has received an overall rating of 1.99 or less on the most recent Performance Evaluation shall not be eligible for the step advancement.

This provision does not in any way limit CVWD's ability to address performance issues, including the issuance of Performance Improvement Plans.

In the event that CVWD implements a new Performance Evaluation Program during the term of this contract, the parties agree to meet and confer over modifications to the scoring eligibility for step advancement.

14. PERSONNEL ACTION FORMS (PAF)

CVWD will distribute copies of Personnel Action Forms (PAF) to the employees. This will include all PAF'S except those regarding cost-of-living adjustments that are given to all employees.

15. OVERTIME

Positions exempt from overtime, premium time or stand-by time are denoted with an asterisk in in the Teamsters Local 1932 classification listing attached hereto Appendix A.

Overtime is defined as all work in excess of an employee's regularly scheduled shift and shall be paid at the rate of one and one-half (1 ½) times the regular rate with prior approval by management and paid to the employee at the same time as regular pay.

Paid Sick Leave time shall not be considered hours worked for the computation of overtime.

Control Operators, Zanjeros, and Wastewater Reclamation Plant Operators at WRP-10 (Class V) plants shall be paid overtime for time worked between regularly assigned shifts.

Special overtime pay shall be defined as overtime pay for the time worked beyond twelve (12) consecutive hours. Payment for special overtime shall be at the regular hourly rate multiplied by two.

Overtime may be authorized for an exempt employee who is called for service by the General Manager and directed to report to duty. (See Callout time.)

16. SHIFT DIFFERENTIAL

A shift differential of seventy-five (\$0.75) cents an hour shall be paid for all hours worked on a scheduled shift, which predominantly falls between 5:00 p.m. and 5:00 a.m. to include the Zanjero mid-shift (2:00 p.m-10:30 p.m.).

17. FATIGUE TIME

The purpose of fatigue time is to allow an employee to have rest after being called out to work.

An employee shall be eligible for fatigue time if the employee has worked more than two and one-half (2.5) hours of overtime and the completion of the overtime is less than ten (10) hours before the start of the employee's next regularly scheduled shift. An employee who is called-out to work before the regular shift must be called a minimum of three (3) hours before the regular start time to be eligible for fatigue time.

When an employee becomes eligible for fatigue time the supervisor, after consulting with the employee, shall have the option to:

- A. Shift the employee's next regular eight (8) hour shift to provide for ten (10) hours off duty but no more than four (4) hours past the end of the regular shift.
- B. Pay the employee for the time off between the start of the employee's next regular shift and the time the employee actually begins work after having ten (10) consecutive hours off duty. The combination of fatigue time and work time during the employee's regular shift shall not be greater than the normal hours in the regular shift.
- C. Allow the employee to continue working into their regular shift without exceeding sixteen (16) continuous work hours. If necessary, the employee would only receive fatigue time to complete the rest of their regular shift to receive a full day of pay.

Fatigue time will not be used in overtime calculations for the remainder of the day that the fatigue time was earned to the start of the next regular shift. An employee, eligible for fatigue time, must actually work a minimum of eight hours after the end of the fatigue time before becoming eligible for overtime.

CVWD may reschedule or reassign employees as needed to cover the duties of an employee on fatigue time.

When fatigue time is exercised, an employee may take available vacation or floating holiday to complete the remainder of the shift.

Subject to availability of a replacement, an employee on standby who is called out after 11:00 p.m. may request to be removed from standby for the following night.

Fatigue time shall not apply to natural disasters such as earthquakes or floods unless the damage is no more than what would normally occur in a given day.

18. CALL OUT TIME

Callout time shall be defined as overtime and paid as follows:

Two (2) hours minimum overtime pay for each callout not to exceed the number of hours between assigned shifts.

For those who take a CVWD truck home, call out pay will start from the time the employee leaves home in CVWD truck. For all others, call out pay will start from the time the employee arrives at CVWD facility or workstation in which they are assigned.

Call out time is regular pay plus one-half ($\frac{1}{2}$) time for overtime.

Regular pay plus one and one-half ($1\frac{1}{2}$) time for holiday. Also, for employees who are classified as “exempt” when authorized by the General Manager.

Payment of overtime for work in excess of forty (40) hours in any one (1) workweek shall be paid in accordance with this Section. Also, for employees who are classified as “exempt” when authorized by the general manager for unique service conditions.

When scheduled for weekend or holiday work, Water Quality Analysts, I, II, Laboratory Aide, and Chemist shall be paid “Call Out” pay.

19. STANDBY ASSIGNMENT

Standby assignment shall be designated by the General Manager for periods considered to provide the most effective service, i.e. – daily, weekly, periodic, monthly, etc. Employees assigned standby shall be on call at all times during the designated period and remain within forty-five (45) minutes travel time of the workstation.

Standby employees will be issued CVWD cellphones to use while on standby duty. Standby employees shall either answer, or respond promptly, to any service call. Respond promptly shall mean within 10 minutes of CVWD initiating the call, absent exceptional circumstances. Standby employees shall have a total of 45 minutes, from when CVWD initiates the call, to be at the job site, absent exceptional circumstances.

The 45-minute response period starts from when CVWD initiates the call, regardless of whether the Standby employee answers the call or responds within the 10 minutes. Enforcement of these timelines shall be on the same basis as CVWD enforces tardiness.

In addition to the compensation specified below for serving on standby assignment, Standby employees shall receive call out time in accordance with the above paragraphs, including any minimum call out pay.

Employees should be given as much notice as possible to changes in standby assignment.

Daily: Standby period shall be designated for the period following the end of an employee’s regular work period.

Weekly: Standby shall begin after the regular workday on the last day of the weekly work cycle and end at the beginning of the eighth (8th) workday.

Standby time pay: Standby time pay shall be at the regular hourly rate as follows:

- A. One (1) hour for each sixteen (16) hours following the regular workday.
- B. Four (4) hours for each twenty-four (24)-hour period (Saturday, Sunday and holiday).
- C. Shall be in addition to any regular or overtime pay.

20. LONGEVITY PAY

Employees hired on or before December 31, 2007, are eligible for CVWD's Longevity Pay program. Employees hired on or after January 1, 2008, are not eligible for CVWD's Longevity Pay program.

CVWD's Longevity Pay program is as follows:

Eligible CVWD employees, as identified above, began receiving a one hundred dollar (\$100) per month increase to their salary upon completing their 7th employment anniversary. The increase began with the first pay period during the eligible employee's 8th year of employment. Moreover, the earned increase continued to be paid each subsequent year. Moreover, for each subsequent 5-year anniversary of continuous service, the eligible employee received an additional one-hundred-dollar (\$100) per month increase in salary effective the first (1st) day of the pay period following each achieved five-year milestone, which continued to be paid each subsequent year. Once earned, each one hundred dollar (\$100) per month increase will continue to be paid until the eligible employee's employment ends. Effective April 19, 2014, all eligible employees that were then receiving longevity pay had that longevity pay frozen at the rate that existed on April 19, 2014. From that point on, there were no additional increases to any eligible employee's longevity pay. To date, eligible employees who had earned longevity pay continue to receive that pay monthly. In compliance with all applicable laws, the longevity pay received by eligible employees will be reported to CALPERS as special compensation.

21. HOLIDAY PAY

An employee shall receive holiday leave hours in an amount equivalent to the number of hours of their regular work shift, not to exceed nine (9) hours.

Non-Exempt employees who are required to work on CVWD observed and actual holidays will receive one and one-half (1 ½) times their regular rate for work performed on the holiday during the hours of their regular shift. Holiday work in excess of the hours of their regular shift hours will be paid at two (2) times the regular rate. Non-exempt employees who are required to work on both an observed and actual holiday shall only be eligible for holiday pay on one such date.

22. HOLIDAYS

22.1 HOLIDAY LEAVE

As far as practicable, employees of CVWD will not be required to serve on the following holidays:

- A. New Year's Day, January 1st
- B. Memorial Day, May, last Monday
- C. Juneteenth, June 19th
- D. Independence Day, July 4th
- E. Labor Day, September, first Monday
- F. Veteran's Day, November 11th
- G. Thanksgiving Day, November 4th Thursday
- H. Friday after Thanksgiving Day
- I. Christmas Eve Day, December 24th*
- J. Christmas Day, December 25th

*Christmas Eve (December 24th) is declared a holiday when it falls on a weekday that is not the employee's RDO or a day upon which the employee is observing the Christmas holiday (e.g. Christmas falls on employee's Friday RDO and the employee observes the Christmas holiday on Christmas Eve (December 24, 2025), Christmas Eve would not be observed as a holiday)

When any of the above holidays (excepting Christmas Eve) occur on a Sunday, the following Monday shall be observed in lieu thereof and when they (excepting Christmas Eve) occur on a Saturday, the Friday preceding shall be observed in lieu thereof.

Each regular employee in service prior to the legal holiday, and in a pay status on the first working day prior to, and the first working day after each legal holiday shall be paid as though they had served on the holiday; earned vacation, floating holiday, or sick leave shall be considered as service for this purpose. When the last day of service prior to termination of an employee's appointment is a day immediately prior to the legal holiday, that employee shall not be entitled to payment for the holiday.

22.2 FLOATING HOLIDAY

Employees of CVWD shall receive forty (40) hours of floating holiday time per year, which shall be available as follows:

- A. Sixteen (16) hours of floating holiday time on July 1
- B. Twenty-four (24) hours of floating holiday time on January 1

However, if an employee leaves CVWD for any reason other than retirement within the ninety (90) days following the granting of the floating holidays, eight (8) hours of pay shall be deducted from the employee's final pay.

No more than forty-eight (48) hours of floating holiday may be accrued.

New employees shall not be eligible to utilize floating holiday accruals until after ninety (90) days of service.

The increments of usage shall be the same as for vacation leave use, except that any employee may use this time in case of emergencies without the three (3) day advance notices.

These days, if requested, will be granted providing it would not create a problem for CVWD in the opinion of the employee's Supervisor. Any denial of a written request for a floating holiday off, submitted at least ten (10) calendar days in advance, shall be in writing.

23. VACATIONS

Vacation leave use shall be in accordance with CVWD's Paid Vacation Leave Policy.

Employees of CVWD shall earn vacation leave for the first five (5) years of continuous employment at the rate of eighty (80) hours for each full year of service. During the second five (5) years (6-10) of continuous employment, vacation leave shall be earned at the rate of one hundred twenty (120) hours for each full year of service. After the tenth (10th) year of service, vacation leave shall accrue at the rate of one hundred sixty (160) for each year of service. Vacation leave is not accrued during a period of layoff of service or unpaid leave.

Employees may accumulate up to six hundred (600) hours of vacation. Employees reaching the maximum will cease to accrue vacation leave until the pay period that the total accrued vacation leave is again below the maximum. Any employee who terminates employment with CVWD shall be paid the monetary value of any earned vacation leave. Vacation leave shall be posted to each employee's account and available to use on employee's first (1st) anniversary date. Vacation leave may be advanced to an employee at the discretion of the General Manager. Upon termination a reduction shall be made covering the monetary value of any leave so advanced and still owing. Problems of pay, posting, earning or adjusting shall be submitted to and reviewed by Human Resources and concluded by memo to the accounting department within five (5) working days.

When the need is identified and requested by the supervisor, Department Heads shall develop leave schedules to meet CVWD's business needs.

24. EMPLOYEE LEAVES

24.1 APPROVAL OF LEAVE

- A. Requests for leave shall be submitted using CVWD's time keeping software. For exempt employees, partial day absences of less than four (4) hours will not require the use of accrued leave, except for FMLA related time off.
- B. Exempt employees must notify their supervisor in writing and receive approval for any absence during their regular work schedule, regardless of the length of absence.
- C. Employees will not be discriminated against in the determination of granting leave on the basis of race, color, creed, national origin, sex, age, physical disability, mental disability, medical conditions, marital status or sexual orientation.
 - 1. Department Heads are responsible for determining the number of employees from the workforce that may be off at a given time and still safely and efficiently accomplish projects, schedules and good customer service.
 - 2. Leave requests shall be considered on a first-come, first-served basis.
 - 3. Requests for identical or overlapping leave periods that are given to the supervisor during the same eight (8) hour work shift will be considered as being submitted at the same time. Requests submitted after the end of the employee's regular scheduled shift will be considered submitted on the following working day.
 - 4. Multiple requests, submitted on the same day, for identical or overlapping leave periods will be considered by department or section workload and by seniority by hire date.
 - 5. If a request is denied, the supervisor shall meet with the employee to determine an acceptable alternate date.
 - 6. Requests may be submitted up to three hundred sixty-five (365) days in advance of the commencement of the leave.
 - 7. Requests submitted less than two (2) weeks in advance of the commencement of the leave will receive a written determination within two (2) workdays from receipt of the employee's written request. Requests submitted greater than two (2) weeks in advance of the commencement of the leave will receive a written determination within one (1) week.

24.2 BEREAVEMENT LEAVE

Bereavement Leave will be provided in accordance with CVWD's Leaves Policy.

24.3 WORKERS' COMPENSATION SUPPLEMENTAL BENEFIT

Injury or illnesses arising out of and occurring in the course of employment will be administered under the Workers' Compensation Laws of the State of California.

In circumstances where absences are not compensable under the Workers' Compensation Laws of California an employee shall be entitled to use accrued sick leave as referenced under the sick leave section.

Should an employee be entitled to time-off work under the Workers' Compensation Laws of California and incur the three (3) day waiting period under the law, CVWD will provide paid leave up to but not exceeding the (3) day waiting period. Any time off after the three (3) day waiting period will be administered under the Workers' Compensation Laws of California.

An employee may be eligible for up to an additional 24 hours of leave time to attend doctor appointments incurred under the Workers' Compensation Laws of California and that are within CVWD's Workers' Compensation Medical Provider Network (MPN). This leave time is only available when an employee is present at CVWD facilities and performing CVWD work duties the day of the appointment. This time shall not be combined with vacation, sick, or any other leave benefit.

Doctor appointments as described above must be scheduled during the first hour or last hour of an employee's scheduled shift. Appointments made outside of this window will require the employee to use personal sick leave to cover the hours absent from work. If the employee is out of sick leave time, the additional time off of work will be unpaid.

In an effort to conform to later developments with workers' compensation benefits; any underpayments/overpayments regarding accrued leave, workers' compensation payments, or any other benefit will be adjusted/deducted from the employee's paycheck, regardless of fault.

24.4 PREGNANCY DISABILITY LEAVE

Pregnancy Disability Leave will be provided in accordance with CVWD's Leaves Policy.

24.5 FAMILY MEDICAL LEAVE ACT (“FMLA”)/CALIFORNIA FAMILY RIGHTS ACT (“CFRA”)

FMLA and CFRA leave will be provided in accordance with CVWD’s leaves Policy.

24.6 LEAVE WITHOUT PAY

Leave without pay shall be thirty (30) days or less when an employee's vacation leave is exhausted and in cases of illness, when sick leave, also is exhausted.

Leave without pay shall be requested, in advance, by the employee. Approval in advance by the Department Head is required. Leave without pay shall be limited to conditions considered by the department head to be in the best interest of CVWD.

Sick and Vacation leave are not accrued during a period of unpaid leave.

Requirement of a reemployment physical is discretionary by CVWD.

24.7 SERVICE DATE

Service dates shall be adjusted if the employee is on leave of absence or any other non-pay status in excess of thirty (30) consecutive calendar days so that no leave is earned during such period.

24.8 MILITARY LEAVE

Military leave shall be in accordance with CVWD’s Leaves Policy.

24.9 RETRAINING AND STUDY LEAVE

An employee may be granted a leave of absence not to exceed one (1) year for the purpose of undertaking study or for retraining the employee to meet changing technological conditions in CVWD.

Such leave of absence shall not be deemed a break in service for any purpose. The leave will not be approved when the best interest of CVWD has failed to be established.

24.10 JURY DUTY/WITNESS LEAVE

Each employee called for jury duty service or when appearing in court, as a subpoenaed witness shall receive regular CVWD compensation during the period to be served; any amount of payment received for jury duty or witness fee shall be assigned to CVWD. If any CVWD employee has not cleared jury duty pay within sixty (60) days after the end of the service, the amount owed CVWD will be deducted from the following paycheck

The Department Head shall approve leave for the period of absence. Employees shall be required to provide Finance with verification of service. If verification of service is not provided within sixty (60) days after the end of service, the time will be deducted from the employee's vacation leave of record.

CVWD will endeavor to accommodate a shift change from a night shift to a day shift to allow an employee to serve their jury duty obligation.

If an employee's Jury Duty obligation starts two (2) hours or less from the beginning of the employee's scheduled work shift, employee will not be required to report to their work shift at CVWD in advance of their Jury Duty obligation. The employee will receive pay from the beginning of their work shift until the end of their scheduled work shift.

If an employee's Jury Duty obligation starts more than two (2) hours after the beginning of the employee's scheduled work shift, employee will be required to report to their work shift at CVWD in advance of their Jury Duty obligation and will receive pay from the beginning of their shift the end of their scheduled work shift.

In any event, if the employee's Jury Duty obligation concludes two (2) or more hours prior to the end of the employee's scheduled work shift, employee will be required to report to and complete their work shift as scheduled.

An employee may, subject to management approval, use vacation or floating holiday accruals in lieu of returning to their scheduled work shift after the expiration of their Jury Duty obligation.

24.11 MINUTEPERSON LEAVE

A regular employee, while on duty, when called for fire or police duties during periods of emergency caused by fire, riot, or an act of God, shall be obligated first to CVWD's activities and protection. There being no CVWD emergency, the person shall, while on said leave, receive their regular compensation during the period so served. Hours for which payment is received by the employee from other agencies for such service, shall be deducted from CVWD pay. The General Manager shall approve a leave slip for the period of absence, when accompanied by written verification of duty. The absence shall not be deducted from any earned leave.

Each employee disabled while on Minuteperson Leave or voluntary service activities shall be granted leave without pay for the duration of the disability. The accrual of CVWD benefits shall conform to those granted during Leave of Absence. (See Section 29.13)

In the event the length of absence and the nature of the employee's duties require another employee to be hired, the return from Minuteperson Leave disability shall be at the level of responsibility and with duties designated by the General Manager. Ultimate reemployment in any classification shall be agreeable to the department head and the individual.

24.12 DISABILITY LEAVE

CVWD will grant protected disability leave as required under state and federal leave laws. CVWD may also grant disability leave as a reasonable accommodation in accordance with the Fair Employment and Housing Act (FEHA) and the Americans with Disabilities Act (ADA).

In the event of disability leave provided as a reasonable accommodation, the payment of premiums for an employee's Medical, Dental and Vision coverage shall continue in place while the employee utilizes available paid leave during the period of disability leave. Once the employee exhausts all available paid leave, the employee will be placed on COBRA for Medical, Dental and Vision coverage with CVWD's third party administrator for the remainder of the disability leave. The employee shall be responsible for all COBRA premiums and will be paid by the employee directly to the COBRA administrator.

24.13 FAMILY SCHOOL LEAVE

Family School Leave will be provided in accordance with CVWD's Leaves Policy.

24.14 CRIME VICTIM LEAVE AND ACCOMMODATION

Crime Victim Leave will be provided in accordance with CVWD's Leaves Policy.

24.15 CATASTROPHIC LEAVE

CVWD offers a Catastrophic Leave Program to give employees a chance to support their colleagues who are facing a major health crisis, whether their own or that of a family member. The program allows employees to provide assistance in the form of donated vacation and sick leave. It was developed as part of an effort to create a caring environment recognizing that many CVWD employees have expressed a desire to assist their co-workers in this way. While the program establishes a mechanism for leave transfers, participation is entirely voluntary.

The Catastrophic Leave Program assists employees who have exhausted accrued leave time by allowing other employees to donate accrued vacation and sick leave to the eligible employee so that he/she can remain in a paid status for a longer period of time.

Catastrophic leave donation and application procedures are outlined in the Catastrophic Leave Policy.

The parties will agree to meet and confer over modifications to the Catastrophic Leave Program.

25. PROBATION AND REGULAR EMPLOYMENT

All original and promotional appointments of employees hired after ratification of this MOU, shall be for a probationary period of one calendar year. Flex-series advancement opportunities from I to II are not subject to a new probationary period.

Positions that require special conditions to be met within specific time limits remain on probation for the specific time or until the conditions have been accomplished. If the conditions have not been accomplished in the allotted time the employee may be transferred, demoted, or terminated. Except for employees affected by special conditions, no merit step increases will be effective during a probationary period.

A newly hired probationary employee may be demoted, suspended or dismissed at any time during the probationary period and such action shall not entitle the employee reimbursement for monetary value of employee benefits except as provided by law.

An employee who serves the required probationary period in a satisfactory manner shall be classified as a regular employee and shall be subject to dismissal for just cause or reduction in work force.

Anniversary dates for service credit purposes shall be set by the date of employment.

Service credit date will change due to leave of absence over thirty (30) consecutive calendar days and shall be set by the date of return less the thirty (30) calendar days.

Evaluation of Performance: the Human Resources Director shall direct evaluation of an employee's performance.

An employee who has not yet passed probation may be deemed eligible for promotion by the General Manager or designee.

26. TRANSFERS

Transfer of an employee from one work assignment for operational necessity to another work assignment may be made by the General Manager at any time. Transfers shall not be used as a disciplinary measure.

Requests for transfer to a lower paying vacancy shall require prior approval by both Department Heads and the General Manager.

An employee must successfully complete their initial new hire probation before applying for an inter-CVWD transfer. An exception may be made with the General Manager or designee's approval if it is determined that the transfer is in the best interest of CVWD.

27. INTERNAL TRANSFERS, PROMOTIONS, AND RECRUITMENT

When a vacant position is posted on bulletin boards at CVWD, it shall be open to all qualified employees for a minimum of five (5) days. Employees will apply with Human Resources by completing a CVWD application before the listed closing date. Candidates will be screened for qualifications, attendance, knowledge and abilities by Human Resources and the supervisor of the open position. Only the top candidates that meet the qualifications of the position will be interviewed.

Candidates not selected for interview shall have three (3) working days to appeal to the Human Resources Director after notification. The Director's decision will be final.

If there is a minimum of three (3) qualified candidates, the most qualified from those candidates will be selected to interview for the position. If no candidate is selected after the interview, the candidates will receive written notification with reasons for their elimination from candidacy and CVWD will go to outside sources for additional candidates. If there are less than three (3) qualified candidates to interview, CVWD may recruit from outside sources for additional candidates.

27.1 PROMOTIONAL OPPORTUNITIES

- A. When a promotional opportunity is identified, eligible employees will be assessed in the following order:
 1. Applicants Qualifications
 2. Review of the applicant's personnel file for issues such as disciplinary history, performance evaluations, or attendance records
 3. Testing assessment of applicant's knowledge, skills, and abilities (KSAs) when CVWD determines it is required/applicable
 4. Interview(s) of applicant
- B. An applicant may be eliminated from consideration at any stage of the phased promotional process. Any applicant that is eliminated from consideration for the promotional opportunity will be advised in writing of the stage at which they were eliminated.
- C. Job announcements of promotional opportunities shall include:
 1. The components of the selection process (e.g. testing, interviews)
 2. The format of any testing for KSAs (e.g. written, oral, demonstrative); and
 3. A description of the subject matter to be covered by the KSA test.
- D. Applicants selected for interviews shall be given at least forty-eight (48) hours notice before the interview is held.

An employee who transfers/promoted to a new position will serve a probation period as described in Section 25. An employee will be informed at the time of the transfer/promotion whether their previous position will be eliminated or held vacant for a period of time. The employee will be allowed up to forty (40) working days during which time the employee may request to return to the employee's previous position if it is still open, unless the employee was notified that their previous position will be eliminated. If there are no open positions, and the employee doesn't successfully complete the probation period, the employee may be terminated. During the forty (40) days, the employee will be notified before the previous position is filled. The employee shall be allowed two (2) nights, not including Saturday or Sunday nights, to decide if they want to return to the previous position.

If a position or function is filled with a temporary worker for more than ninety (90) calendar days, the position shall be deemed a new position to be filled by a regular appointed employee. The recruitment process shall be started within forty-five (45) days. Positions held vacant due to an employee on disability leave shall be exempt from this provision for fifty-two (52) weeks.

Open positions above the first level in classifications that have a career path will be filled by promotion of individuals within the career path subject to promotional assessment as detailed above (example: Automotive Technician I to Automotive Technician II). Open first level career path positions and entry level positions will be posted for employees for a minimum of five (5) working days before the closing date. Open positions in classifications that report directly to the General Manager shall be filled or posted at the discretion of the General Manager.

28. CVWD EMPLOYEE REPRESENTATIVES

CVWD shall allow training time at the rate of one-half (.5) hour per member employee in a shared pool every fiscal year for the length of the contract. CVWD may limit the number of representatives taking time off at any one (1) to two (2). Representatives must have supervisor/department head approval prior to taking the training leave.

CVWD will provide one member elected to the Teamsters Local 1932 executive board one day per month to attend executive board meetings. Teamsters Local 1932 will reimburse CVWD for each eight (8) hour meeting that is attended. Employee must have supervisor/department head approval prior to attending the meeting.

CVWD will allow one (1) representative, on a rotational basis, with prior supervisor approval and notification to Human Resources Department, to attend all regular and special board meetings while on CVWD time.

Teamsters Local 1932 shall be solely responsible for and shall hold harmless and indemnify CVWD for any and all liabilities arising from the actions, directions or advice given by its appointed stewards acting in their capacities as Teamsters Local 1932 stewards.

29. GRIEVANCE PROCEDURES

29.1 SCOPE OF GRIEVANCE PROCEDURES

A “grievance” is defined as an allegation by an employee, a group of employees, or Teamsters Local 1932, that CVWD has violated this Memorandum, or CVWD or departmental policy or procedure. The grievance procedure set forth in this Section shall apply to matters:

- A. Concerning the alleged misapplication of a specific provision of this Agreement,
- B. Concerning the alleged misapplication of a specific provision of CVWD Ordinance, and

- C. Concerning the alleged misapplication of written rules or regulations governing personnel practices with the exception of rules and regulations concerning employee performance evaluations.

29.2 MATTERS EXCLUDED FROM GRIEVANCE PROCESS

This grievance procedure set forth in this Section shall not apply to matters:

- A. Covered by the Labor Relations Ordinance,
- B. Concerning Performance Evaluations, except that evaluations may be grieved to the level of the Human Resource Director,
- C. Concerning non-disciplinary oral and written counseling and retraining,
- D. Concerning any discipline or termination covered by Article 30 of this contract, Discipline and Dismissal, and
- E. Concerning any other subjects, unless the subject is covered by the express terms of this Memorandum or any portion of a CVWD or departmental policy or procedures that relates specifically to wages, hours, and other terms and conditions of employment.

29.3 INFORMAL DISCUSSION WITH EMPLOYEE'S SUPERVISOR

Before proceeding to the formal grievance procedure, an employee shall discuss the grievance with the immediate supervisor and attempt to work out a satisfactory solution. The employee shall have the option to have a Teamsters Local 1932 representative or steward present, provided it does not unreasonably delay the process.

29.4 GRIEVANCE PETITION

If the employee and the immediate supervisor cannot work out a satisfactory solution, the employee or Teamsters Local 1932 may submit a formal written grievance at Level One. The written grievance must describe the basis for the grievance and specify the MOU provision, CVWD Ordinance, and/or written rules or regulations governing personnel practices that are at issue. An incomplete written grievance will be rejected and must be re-filed either within the time limits set forth in Section 29.5 or within seven (7) calendar days after the date of rejection, whichever is later.

29.5 SUBMISSION OF GRIEVANCE TO EMPLOYEE'S DEPARTMENT HEAD ("LEVEL ONE")

If the employee chooses to formally pursue a grievance, the employee shall present the grievance to the Human Resources Director within fifteen (15) calendar days from the date upon which event occurred upon which the

grievance is based, or within fifteen (15) calendar days from the date the employee should have known of the event upon which the grievance is based.

The Human Resource Director will forward the grievance to the Department Head for consideration. The Department Head shall return a copy of the grievance to the employee with the Department Head's answer in writing within ten (10) calendar days after receipt of the written grievance. If the grievance is not resolved at this level, the employee shall have ten (10) calendar days from receipt of the Department Head's answer to file an appeal to the Human Resources Director.

By mutual agreement of the parties, the submission of the grievance to the Department Head may be waived and the grievance moved to the next step.

29.6 SUBMISSION OF GRIEVANCE TO HUMAN RESOURCES DIRECTOR ("LEVEL TWO")

The employee or their representative may appeal the decision of the Department Head to the Human Resources Director within ten (10) calendar days of receipt of the Department Head's response. The Human Resources Director shall have ten (10) calendar days from receipt of the appeal in which to review and answer the grievance in writing.

At the option of either the employee or CVWD, a grievance meeting may be held at this level. The employee and the employee's representative and/or steward may be present at and participate in any such meeting. If the parties hold a grievance meeting, the Human Resources Director shall have ten (10) calendar days from the date of the meeting to answer the grievance in writing.

If the grievance is not resolved at this level, the employee shall have ten (10) working days from receipt of the written answer within which to file an appeal to the General Manager.

29.7 SUBMISSION OF GRIEVANCE TO GENERAL MANAGER

The employee or their representative may appeal the decision of the Human Resources Director to the General Manager or the Assistant General Manager within ten (10) calendar days of receipt of the Human Resources Director's response. Unless waived by mutual agreement of the employee, the representative and/or steward and the General Manager, or the Assistant General Manager, a meeting is required at this level and the employee and the employee's representative and/or steward shall have the right to be present and participate in such a meeting. The General Manager or the Assistant General Manager shall have ten (10) calendar days following the meeting in which answer the grievance in writing.

Should the grievance not be resolved at this level, it shall thereafter be subject to binding arbitration in the manner prescribed in Section 29.8.

29.8 BINDING ARBITRATION

The employee and/or their representative may appeal the decision of the General Manager within ten (10) calendar days after the receipt of the written answer of the General Manager or Assistant General Manager. After submission of a request for review, the employee and/or their representative and the Human Resource Director, or a designee, shall attempt to agree on an arbitrator.

If the parties cannot agree, they will select an arbitrator via striking from a list of seven (7) names obtained from the State Mediation and Conciliation Service. The last remaining name shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. If either party wishes to have a transcript of the arbitration proceedings, the requesting party will be solely responsible for all costs associated with the transcript. If both parties request a transcript, the cost will be shared equally. The expenses of the arbitrator, if any, shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any CVWD employee called as a witness shall be released from work without loss of compensation or other benefits for the time needed to testify at the arbitration hearing. Arrangements for employee witnesses shall be made through the Human Resource Director, or designee at least two (2) working days in advance of the hearing date.

The arbitration hearing may be conducted virtually based on mutual agreement of the parties.

Prior to the arbitration hearing, the employee and/or their representative and the Human Resource Director, or a designee, shall meet and attempt to prepare a joint statement of the issues which describes the existing controversy to be heard by the arbitrator. If the parties are unable to agree on a joint statement, each shall prepare a separate statement of issues.

The arbitrator shall not decide any issue not within the statement of the issues submitted by the parties. This includes issues that have not been raised and considered at an earlier step of the grievance procedure.

If the arbitrator sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained in this Memorandum.

The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.

Any arbitration expenses incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.

The provisions of Section 29.8, Binding Arbitration, shall expire upon the termination of this Agreement.

29.9 FAILURE OF TIMELY ACTION

Any of the timelines set forth in this section may be extended by mutual agreement of the parties. Failure of an employee to file an appeal within the required time period at any level shall constitute an abandonment of the grievance, unless an extension has been agreed upon.

30. DISCIPLINE AND DISMISSAL

30.1 DISCIPLINE

Disciplinary actions shall include only the following: written reprimand, suspension without pay, demotion, and dismissal.

A copy of any written notice of disciplinary action will be placed in the employee's personnel file and a copy shall be provided to the employee..

Employees may submit to Human Resources a written rebuttal to a written reprimand within fourteen (14) calendar days. Written Rebuttals shall be filed jointly with the disciplinary document in the employee's personnel file.

Disciplinary action may be imposed upon an employee for failure to perform the duties of their assigned duties or for violating work rules.

30.2 PROGRESSIVE DISCIPLINE

A progressive discipline procedure is intended to give employees advance notice whenever possible, of problems regarding their conduct or performance in order to provide them with guidance and an opportunity to correct any problems. Progressive discipline involves informing the employee what conduct or performance is expected, what conduct or performance the employee has engaged in, and what action will be taken if the problem is not corrected.

The progression of discipline is as follows unless the Human Resources Director or the General Manager determines that the seriousness of the event warrants by bypassing one or more levels:

- a) Written reprimand
- b) Suspension without pay
- c) Demotion

d) Termination of employment

Oral counseling and/or retraining may precede discipline but does not constitute formal discipline. Progressive discipline must be timely and should follow, as closely as possible, the incident requiring disciplinary action.

Any written counseling or warning shall be signed and dated by the employee, indicating only acknowledgment of receipt of the document, not agreement. If the employee refuses to sign the document, an employee representative or supervisor may sign that the employee was given a copy of the document but refused to sign.

For purposes of progressive discipline, CVWD shall not rely on any written reprimands issued more than three (3) years prior if there has not been any subsequent additional discipline of a similar nature.

30.3 ADMINISTRATIVE LEAVE

An employee may be placed on paid administrative leave by CVWD during CVWD investigations.

30.4 PROBATIONARY EMPLOYEES

The provisions of this Article shall not apply to newly hired employees who have not completed an initial probationary period. It is understood that the probationary period is a part of the selection process and designated to allow evaluation of an employee's fitness for regular status.

30.5 PRE-DISCIPLINARY ("SKELLY") PROCEDURE

If a regular non-probationary employee is to be suspended, demoted, or discharged, they:

- A. Shall receive written notice of the intended action, stating the specific grounds and the particular facts upon which the action is based;
- B. Shall receive copies of any known materials, reports or other documents upon which the intended action is based;
- C. Shall be accorded the right to respond in writing within a reasonable period of time to the intended charges;
- D. Shall be accorded the right to meet within a reasonable period of time with the Human Resources Director or a designated Department Head who has the authority to recommend modification or elimination of the intended disciplinary action; and
- E. Shall be given the written decision within five (5) business days of the meeting.

30.6 APPEAL PROCEDURE – ARBITRATION

If a regular employee is to be suspended without pay for forty (40) hours or more, demoted, or discharged, he/she shall be afforded the right to appeal that action pursuant to the appeal procedure set forth in this Section.

A written request for arbitration must be filed by either the employee or Teamsters Local 1932 with the Human Resources Director within five (5) days of receiving the decision from the pre-disciplinary hearing.

If the parties cannot agree, they will select an arbitrator via striking from a list of seven (7) names obtained from the State Mediation and Conciliation Service, the last remaining name shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin.

If either party wishes to have a transcript of the arbitration proceedings, the requesting party will be solely responsible for all costs associated with the transcript. If both parties request a transcript, the cost will be shared equally.

The expenses of the arbitrator, if any, shall be shared equally by the parties. In the event that an employee is not represented by Teamsters Local 1932 in the arbitration, the expenses of the arbitrator shall be borne by CVWD, unless the employee elects to share the expenses. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any CVWD employee called as a witness shall be released from work without loss of compensation or other benefits for the time needed to testify at the arbitration hearing. Arrangements for employee witnesses shall be made through the Human Resource Director, or designee at least two (2) working days in advance of the hearing date.

Any arbitration expenses incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.

The arbitration hearing may be conducted virtually based on mutual agreement of the parties.

Within 10 days after the selection of the arbitrator, the parties shall schedule an arbitration date(s), unless all parties agree to extend this deadline.

The employee may be represented by legal counsel in the arbitration.

The arbitration shall be informal and the rules of evidence prescribed for duly constituted courts shall not apply.

Hearings shall be conducted in accordance with rules and procedures adopted or specified by the arbitrator, unless the parties mutually agree to other rules or procedures for the conduct of such hearings.

The arbitrator shall render their decision, in writing, and shall direct copies to the Human Resources Director or designee, the employee and the employee's representative (if any).

The decision of the arbitrator shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum.

The decision of the arbitrator may sustain, modify, or revoke the disciplinary action and shall be final and binding on the parties

The decision of the arbitrator can be appealed pursuant to Code of Civil Procedure section 1094.5.

31. RULES OF CONDUCT

Employees that engage in the following conduct may be subject to disciplinary action including but not limited to, demotion, suspension or termination of employment.

Rules of conduct include but are not limited to:

- A. Theft of any kind, including theft of CVWD property or theft of non-CVWD property during working hours.
- B. Willful falsification of CVWD documents or data including but not limited to employment application, timecard, mileage sheets, work orders, incident reports, meter readings, customer information or application for services.
- C. Deliberately providing false information to CVWD and/or on CVWD related business.
- D. Conviction or admission of any felony.
- E. Conviction or admission to a misdemeanor involving moral turpitude and/or immoral conduct.
- F. The use, sale, possession, manufacture or cultivation of alcohol, intoxicants or controlled substances (drugs) during working hours or on CVWD property, and/or reporting to work under the influence of such alcohol, intoxicants or drugs (including employees on call).
- G. Soliciting contributions, accepting gratuities or accepting payment for unauthorized work or modification to CVWD services, meters, system connections.
- H. Violation of CVWD's conflict of interest policy.
- I. Misuse of CVWD time, such as sleeping, sightseeing, conducting personal business or performing work other than CVWD work assignment during paid working hours.

- J. Unauthorized use of CVWD property, materials, equipment, tools or vehicles.
- K. Willful destruction or malicious alteration of CVWD equipment.
- L. Failure, through negligence or inattentiveness, to safeguard CVWD equipment, materials, tools, vehicles or personnel from damage or loss.
- M. Incompetence, inefficiency, lack of ability, or failure to perform assigned duties in a satisfactory manner.
- N. Failure to follow CVWD policy or rule.
- O. Failure to achieve or maintain required certification for position or classification.
- P. Insubordination, disobedience to authority or supervision, refusal to carry out instructions or work duties.
- Q. Dereliction of duties, intentional abandonment of duties.
- R. Political activity during the assigned working hours.
- S. Loss of driving privileges or a driving record that would jeopardize the ability to be insured by CVWD's vehicle insurance carrier.
- T. Evidence establishing careless conduct with a lack of regard for the health and welfare of employees or the public (horseplay, reckless driving, etc.).
- U. Absence from duty without leave.
- V. Discourteous treatment of the public or of fellow employees, fighting, verbal or physical abuse of CVWD personnel or public, including but not limited to, sexual harassment, racial harassment or any violation of Federal or State law or violation of CVWD workplace violence policy.
- W. Conduct tending to injure or impede public service or conduct that would injure the public confidence in the integrity of CVWD or CVWD services.
- X. Frequent tardiness, unexcused absences and unsatisfactory attendance. Frequent unscheduled absences, excluding FMLA qualifying absences, in which the absences reduces the reliability and dependability of the employee to perform their assigned duties.
- Y. Violation of safety practices, procedures or policies.
- Z. Making false and malicious statements concerning any employee or CVWD.

32. DRIVER'S LICENSE SUSPENSION POLICY

The following actions will take place when an employee has their driver's license suspended:

- A. Should the California Department of Motor Vehicles issue a suspension of an employee's driver's license, that employee will be suspended from work, without pay, for their normally scheduled workdays for up to a 30-day period which will coincide with the start of the DMV's suspension.
- B. An employee who does not have a valid driver's license on the first day after their CVWD suspension has ended, will be terminated.

- C. An employee who has their license suspended due to medical reasons will be considered for an accommodation in accordance with the Americans with Disabilities Act.
- D. An employee who subsequently has their Driver's License suspended for a second time, will be terminated.

33. TERMINATION OF EMPLOYMENT

An employee who desires to resign in good standing shall submit a resignation in writing to the Department Head at least two (2) weeks in advance of the intended resignation date. Resignation pay will normally be paid on the last day worked, if CVWD has been given seventy-two (72) hours' notice and clearance through Human Resources has been completed, with clearance not to exceed five (5) working days from the effective date of resignation.

Termination pay shall be issued or mailed to an employee who is terminated no later than the regular work day following the date of termination, provided clearance through Human Resources and stores has been completed. Without stores clearance, the check is held until clearance is received or is issued with stores values deducted, with stores clearance not to exceed five (5) working days from date of termination.

34. PERSONNEL FILES

Each employee has a personnel file that is kept in Human Resources. This file is an employee's record of employment at CVWD.

An employee has the legal right to know what is in the file and may inspect their file and discuss its contents during normal working hours with Human Resources.

Employees will not be shown:

- A. Records relating to the investigation of a possible criminal offense.
- B. Letters of reference
- C. Ratings, reports or records that were:
 - 1. obtained prior to the employee's employment
 - 2. prepared by identifiable examination committee members
 - 3. obtained in connection with a promotional examination

35. WORK ATTIRE

35.1 UNION PINS/PATCHES

CVWD shall allow Union members to wear a Union pin(s) or a Union patch on CVWD uniforms or other clothing normally worn while on duty. The Union pin

or patch must not cover CVWD logo or the employee's name. The pin or patch will not contain any derogatory statement to CVWD or any individual or organization and will not make any political statement.

35.2 HATS

CVWD hat is the only authorized hat that may be worn while employees are performing their duties unless it presents a safety hazard or is replaced by a hard hat or other approved hat.

Exchanges or replacement of lost hats and requests for "other employee-provided approved hats" shall be made to Human Resources.

35.3 HAIR

All hair shall permit the safe use of Personal Protective Equipment (PPE) including respirators as necessary. In the proximity of rotating or reciprocating moving parts, all hair shall be cut or controlled to avoid potential harm to the employee.

35.4 SAFETY SHOES

CVWD shall provide "steel-toed" safety shoes for employees in classifications where foot injury hazards exist.

The employee will pick up a shoe requisition from Safety or Human Resources and show the need for replacement.

Employees provided safety shoes by CVWD may be subject to discipline for not wearing such shoes while on duty.

35.5 UNIFORMS

The General Manager will determine which job classifications will be issued uniforms. All members of a classification issued uniforms will wear a complete set of trousers and shirt each working shift.

The classifications of Electrician and Electronic Technicians are required to wear Flash Arc Protection Uniforms in accordance with the National Fire Protection Association, 70E of the Standard for Electrical Safety in the Workplace, to perform their job. Failure to wear the uniform, (no fault of the laundry service) will result in being sent home on the employees own time to change into the Flash Protection Uniform.

Uniforms will be provided, maintained, and laundered at CVWD expense. In cases where a complete set cannot be worn due to irregular service, missing or incomplete sets, or incorrect sizes, the employee's immediate supervisor and stores must be notified immediately so corrective action can be taken. If an

employee cannot wear a complete uniform, alternate clothing may be worn. Alternate clothing must be in good repair and not contain any slogan or logo. Alternate clothing must be appropriate for the work being done. Shorts and cutoffs are not appropriate at any time.

Uniform shirttails will be tucked in and shirtsleeves shall be buttoned, rolled or short sleeves.

Uniforms remain the property of CVWD and the cost of any not returned will be deducted from the employee's last paycheck.

35.6 JACKETS

CVWD jackets will be provided to all uniformed employees and will be considered part of the uniform. The jackets will be maintained and laundered at CVWD expense.

Replacement for the jacket due to loss will be at the employee's expense.

Alternate jackets may be worn due to safety hazards but must be approved by the employee's supervisor. Alternate jackets must be in good repair and free of logos and slogans. Alternate jackets may not be worn for Electricians and Electronic Technicians.

CVWD jacket remains the property of CVWD and the cost of any jacket not returned will be deducted from the employee's last paycheck.

36. VEHICLE CONTROL

Operation of CVWD-owned vehicles shall be restricted to authorized CVWD personnel only. No employee shall operate a CVWD vehicle without a valid California driver's license. The license must be the appropriate class and have the proper endorsements for the vehicle driven.

CVWD vehicle operation is limited to CVWD business and work only. The use of CVWD vehicles for personal use is unauthorized and will be in violation of CVWD policy.

CVWD may require certain employees and officers to commute to and from work in CVWD-owned vehicles. Commuting employees and officers shall not use the vehicle for personal activities.

Passengers authorized for travel in the closed portion of CVWD vehicles (no one is authorized as a passenger in the open portion of a CVWD vehicle) shall be restricted to those whose employment, research or presence can be related to a CVWD operation or function.

36.1 TAX ON CVWD ASSIGNED VEHICLES

In accordance with current U.S. Treasury Regulations (IRS) most employees using a CVWD-owned vehicle for commuting to and from work will be considered to have received a taxable benefit as per the IRS Commuting Rule.

Currently, CVWD does not make withholding for federal and state income taxes on these amounts. The total annual value of the benefit will be added to the year-end W-2 statement as other income and should be considered by the employee when they file their annual tax returns.

37. REDUCTION IN FORCE

CVWD has no plans to implement furloughs during this contract. If there is a change, CVWD will give notice to Teamsters Local 1932 30 days in advance to meet and confer.

CVWD will act in accordance with the following procedure if it becomes necessary to reduce staff because of lack of work, lack of funds, or economic reasons.

- A. When it becomes necessary to reduce the work force (layoff), the General Manager shall designate the job classification(s) to be affected and the number of employees to be eliminated.
- B. Any reduction in the number of regular employees holding a job classification designated by the General Manager for layoff shall be made in the following order of employment status:
 1. Temporary employees who have been hired less than full-time or are from an outside agency performing duties of the affected classification.
 2. Probationary employees who have not completed the initial probationary period.
 3. Regular employees who have completed the initial probationary period.
- C. Layoffs of employees within each classification shall be based primarily on the most recent date of hire, with the least senior employee being laid off first. An employee may be laid off out of seniority when a less senior employee possesses essential skills necessary to the operation of the department or classification, that the more senior person does not possess, subject to the approval of the Human Resources Director. Factors such as competency and efficiency of employees may be considered if the standards by which these factors can be measured is specified. Employees laid off out of seniority shall be given written notice of this action.
- D. Seniority shall be defined as the length of an employee's continuous service with CVWD counted from the most recent hire date. An employee shall lose seniority by:

1. Voluntary resignation
 2. Discharged for just cause
 3. Layoff for economic reasons
- E. The General Manager shall give notice to Teamsters Local 1932 at least sixty (60) days prior to the effective date of the action. The list shall include a seniority list of employees that will be affected. The official notice shall be given to the employees from the General Manager and shall include:
1. The reason for the layoff
 2. The effective date of the layoff
 3. If laid off out of seniority, the reasons
- F. An employee who has received an official notice will be notified and allowed to apply for any open position that has been approved by the General Manager for which they are qualified. Employees will be screened by Human Resources to ensure applicants have the necessary skills, knowledge, and abilities to qualify for a position.
- G. Prior to the effective date, the General Manager will give each affected employee a letter stating that the layoff was due to a reduction in force.
- H. Affected employees shall be eligible for recall, if CVWD has a need to refill the previously affected classification, for twelve (12) months after the effective date of the layoff. Eligible employees will be considered for recall based on CVWD's needs and individual skill, knowledge and other factors CVWD normally considers in selecting individuals for positions. Affected employees will be treated as internal candidates, during the first twelve (12) months after the effective date, and may apply for any posted internal positions.
- I. Laid off employees rehired within twelve (12) months of the layoff to any classification shall be entitled to:
1. Restoration of all sick leave credited to the employee's account on the day of layoff.
 2. Restoration of all hours of Floating Holiday credited to the employee's account on the day of layoff.
 3. Continuation of seniority with no break.
 4. Credit for all service prior to the layoff for purposes of determining the rate of accrual of vacation and longevity with no break.
- J. In the case of layoff of a regular employee of CVWD through no fault of their own, and who has been employed for over one (1) continuous year, severance pay equivalent to one bi-weekly salary payment shall be made to the employee.

Resignation or termination for cause shall not entitle an employee to severance payment.

38. CONTRACTING OUT

CVWD, at the discretion of the General Manager, may contract out the work of any classification.

CVWD has no current initiative to eliminate bargaining unit jobs as a result of contracting out work. In the event that such an initiative becomes necessary in the future, CVWD agrees to meet and confer with bargaining unit representatives.

If, however, the contract or subcontract will require a layoff of employees, CVWD will follow the procedures outlined in the Reduction in Forces section.

CVWD will make a reasonable attempt to avoid layoffs.

39. PROHIBITION OF JOB ACTION

During the term of this memorandum of understanding, neither Teamsters Local 1932, its stewards, nor its members will authorize, institute, aid, condone, or engage in a work slowdown, work stoppage, strike or other effort towards interference with the work or statutory functions of CVWD. Teamsters Local 1932, its stewards and its members, agree not to engage in unlawful job actions. Violators shall be subject to disciplinary action.

40. EXISTING BENEFITS

All wages, hours, terms and other conditions of employment, shall continue in effect during the term of this memorandum except as herein specifically modified.

The General Manager may create new classifications and assign salary ranges to them. Such new classifications will not be subject to negotiations until the succeeding Memorandum of Understanding. New classifications will be filled using normal hire, transfer and promotional procedures.

CVWD will notify Teamsters Local 1932 if the General Manager reclassifies a position covered by the agreement.

Prior to decreasing any salary ranges in this agreement, CVWD will provide Teamsters Local 1932 with notice and opportunity to negotiate.

41. PARKING

CVWD and Teamsters Local 1932 will reconvene the parking committee if there is a need to meet future South Coast Air Quality Management CVWD requirements.

42. RECOGNITION RIGHTS

The recognition rights of the majority representative shall not be subject to challenge for the duration of this memorandum.

43. BULLETIN BOARDS

CVWD agrees to furnish and maintain designated bulletin boards to be used by the union. Prior to posting, the materials must be approved by the Human Resources Director. Any notice posted on the boards without approval will be removed.

The union shall limit its posting of notices and bulletins to each board and shall use the boards only for notices and bulletins concerning union matters.

44. TEAMSTERS LOCAL 1932 MATERIAL

CVWD shall notify Teamsters Local 1932 of new employees within seven (7) working days from the date of hire. CVWD will provide Teamsters Local 1932 with the employee name, department/section and their scheduled work hours. Teamsters Local 1932 representatives will not contact the new employee while they are working, but before/after work or breaks and lunches.

A representative from Teamsters Local 1932 will be allowed to provide the new employee with Teamsters Local 1932 enrollment information and a copy of the MOU during new employee orientation.

45. NEGOTIATIONS

Released time from regularly scheduled work for negotiations for this agreement will be as provided in section 18 in the employee-employer relation's ordinance. CVWD will authorize seven (7) employee members to participate in negotiations without the loss of compensation. Negotiations include one (1) hour before the first fact-to-face meeting and two (2) hours after the bargaining session concludes. Released time is not hours worked for purposes of overtime. Regularly scheduled meal breaks are not part of released time.

46. CVWD'S RIGHTS

CVWD shall have the sole and exclusive right to manage its business in every respect and to take any other action which CVWD deems desirable to conduct its business

including but not limited to the right to determine and change all aspects of its method of operation, to schedule and assign work and overtime, to hire, promote, classify, discipline, demote, layoff and transfer employees, to determine the number and location of employees and to exercise all other rights CVWD had prior to entering into this memorandum except where CVWD's action violates an express provision of this Agreement.

47. LABOR MANAGEMENT COMMITTEE

A Labor/Management Committee shall be established and shall be composed of up to three (3) members of CVWD (including the Human Resources Director), four (4) employees from the bargaining unit and one staff representative from Teamsters Local 1932.

The committee shall meet upon the written request of either party.

CVWD and Teamsters Local 1932 agree to attempt to solve all matters, within the scope of representation, at the lowest level possible prior to submitting matters to the Labor/Management Committee.

Individual grievances and adverse actions shall not be discussed at such meetings. Matters relating to the duty to bargain and not appropriately discussed in another forum, such as the safety committee, may be discussed. Issues concerning the employee performance evaluations process, including the evaluation process may also be discussed. The parties also agree to include the discussion of issues regarding the Control Operators' work schedules, including the amount, duration and negative health effects associated with midnight or graveyard shifts, within the scope of Labor/Management Committee meetings. The Labor/Management Committee shall not have the authority to add to, amend or modify this Memorandum of Understanding.

Issues to be discussed at such meetings shall be submitted at least two (2) weeks in advance to Human Resources, along with the names of any resource people for the agenda prior to the meeting. A reasonable number of resource people may be called to the meeting subject to availability.

The committee meetings will be on CVWD property on CVWD time and shall not exceed two (2) hours.

48. EFFICIENCY COMMITTEE

If formed, committee between CVWD and all bargaining units to examine recommended programs and suggestions to improve financial stability through efficiencies involving non-personnel actions.

Exhibit A

Position Title	Subtitle	Salary
ACCOUNTANT	I	A30
ACCOUNTANT	II	A34
ACCOUNTING ASSISTANT		A18
ACCOUNTING TECHNICIAN		A22
ADMINISTRATIVE ASSISTANT		A22
ASSOCIATE BIOLOGIST**		A39
BUILDING MAINTENANCE TECHNICIAN		A28
BUILDING MAINTENANCE WORKER		A20
CANAL WATER SPECIALIST		A31
CANAL WATER TECHNICIAN	I	A20
CANAL WATER TECHNICIAN	II	A24
CANAL WATER TECHNICIAN	SENIOR	A26
CHEMIST		A38
CMMS SPECIALIST		A38
COLLECTIONS MAINTENANCE TECHNICIAN	I	A20
COLLECTIONS MAINTENANCE TECHNICIAN	II	A24
COMMUNICATIONS SPECIALIST**		A40
CONSERVATION PROGRAM SPECIALIST**	I	A34
CONSERVATION PROGRAM SPECIALIST**	II	A38
CONSTRUCTION INSPECTOR	I	A29
CONSTRUCTION INSPECTOR	II	A33
CONTROL SYSTEMS OPERATOR	I	A27
CONTROL SYSTEMS OPERATOR	II	A31
CONTROL SYSTEMS OPERATOR	SENIOR	A35
CUSTOMER SERVICE REPRESENTATIVE	I	A20
CUSTOMER SERVICE REPRESENTATIVE	II	A24
DOMESTIC DISTRIBUTION OPERATOR	I	A24
DOMESTIC DISTRIBUTION OPERATOR	II	A28
DOMESTIC EQUIPMENT TECHNICIAN		A30
DOMESTIC WATER TECHNICIAN	I	A24
DOMESTIC WATER TECHNICIAN	II	A28
DOMESTIC WATER TECHNICIAN	SENIOR	A32
EDUCATION SPECIALIST		A29
ELECTRICIAN	I	A28
ELECTRICIAN	II	A32
ELECTRICIAN	SENIOR	A36
ELECTRONICS TECHNICIAN	I	A38
ELECTRONICS TECHNICIAN	II	A42
ENGINEER**	I	A45
ENGINEER**	II	A49
ENGINEERING AIDE	I	A23

ENGINEERING AIDE	II	A27
ENGINEERING TECHNICIAN	I	A31
ENGINEERING TECHNICIAN	II	A35
ENVIRONMENTAL COMPLIANCE AIDE		A20
ENVIRONMENTAL COMPLIANCE INSPECTOR	I	A26
ENVIRONMENTAL COMPLIANCE INSPECTOR	II	A30
ENVIRONMENTAL COMPLIANCE SPECIALIST**		A35
ENVIRONMENTAL COMPLIANCE SPECIALIST**	SENIOR	A39
ENVIRONMENTAL RESOURCES ANALYST**		A39
ENVIRONMENTAL SAFETY SPECIALIST		A35
ENVIRONMENTAL SERVICES AIDE	I	A18
ENVIRONMENTAL SERVICES AIDE	II	A22
ENVIRONMENTAL SVCS TECHNICIAN		A29
EQUIPMENT OPERATOR	I	A22
EQUIPMENT OPERATOR	II	A26
FINANCIAL ANALYST**		A40
FLEET & EQUIPMENT PARTS SPECIALIST		A27
FLEET & EQUIPMENT TECHNICIAN	I	A24
FLEET & EQUIPMENT TECHNICIAN	II	A28
GIS ANALYST**	I	A36
GIS ANALYST**	II	A40
GIS TECHNICIAN		A33
GRANTS SPECIALIST**		A36
GROUNDS MAINTENANCE TECHNICIAN		A18
GROUNDS MAINTENANCE WORKER		A14
HEAVY EQUIPMENT OPERATOR		A30
HVAC TECHNICIAN	I	A26
HVAC TECHNICIAN	II	A30
HVAC TECHNICIAN	SENIOR	A32
INFORMATION SYSTEMS ANALYST**	I	A42
INFORMATION SYSTEMS ANALYST**	II	A46
INFORMATION SYSTEMS SPECIALIST	I	A24
INFORMATION SYSTEMS SPECIALIST	II	A28
LABORATORY AIDE		A14
LAND SURVEYOR	I	A31
LAND SURVEYOR	II	A35
MANAGEMENT ANALYST**		A42
MECHANICAL MAINTENANCE TECHNICIAN	I	A24
MECHANICAL MAINTENANCE TECHNICIAN	II	A28
MECHANICAL MAINTENANCE TECHNICIAN	SENIOR	A32
METER READER	I	A18
METER READER	II	A22
METER SERVICES REPRESENTATIVE		A26

MULTIMEDIA SPECIALIST**		A40
NON-POTABLE WATER TECHNICIAN		A28
NON-POTABLE WATER TECHNICIAN	SENIOR	A32
OFFICE ASSISTANT	I	A10
OFFICE ASSISTANT	II	A14
OPERATIONS & MAINTENANCE SCHEDULER	I	A28
OPERATIONS & MAINTENANCE SCHEDULER	II	A32
PUMP MAINTENANCE TECHNICIAN	I	A22
PUMP MAINTENANCE TECHNICIAN	II	A26
PURCHASING TECHNICIAN		A27
RECORDS SPECIALIST		A22
SAFETY & TRAINING ASSISTANT		A30
SAFETY & TRAINING SPECIALIST		A34
SCADA SYSTEMS ANALYST**	I	A40
SCADA SYSTEMS ANALYST**	II	A44
SENIOR ENGINEERING TECHNICIAN**		A39
SENIOR MANAGEMENT ANALYST**		A46
SENIOR PURCHASING TECHNICIAN**		A36
SENIOR SCADA SYSTEMS ANALYST**		A48
SERVICE WORKER		A16
STOREKEEPER		A16
WASTEWATER REC PLANT OPERATOR-IN-TRAINING		A16
WASTEWATER RECLAMATION PLANT OPERATOR	I	A24
WASTEWATER RECLAMATION PLANT OPERATOR	II	A28
WASTEWATER RECLAMATION PLANT OPERATOR	III	A32
WATER MANAGEMENT AIDE		A25
WATER QUALITY ANALYST	I	A24
WATER QUALITY ANALYST	II	A28
WATER SYSTEMS ANALYST		A46
WELDER	I	A28
WELDER	II	A32
ZANJERO	I	A26
ZANJERO	II	A30

** = Exempt Classification

Exhibit B

District Non-Contributory Teamsters Retiree Trust Disclaimer

Teamsters acknowledges that (i) the Coachella Valley Water District is not a party to any part of the Trust Agreement, including but not limited to the Retiree Trust, (ii) the District is not subject to the terms of the Trust Agreement or any union welfare benefit plan or other arrangement funded by the Trust Agreement, and the District has no responsibility or authority whatsoever for providing or overseeing any benefits provided under the Trust Agreement or any such plan or arrangement, including but not limited to any obligation to provide any retirees with retiree medical benefits, (iii) the preceding statements will continue to apply on and after the District adoption of and expiration of this section and (iv) the District sole obligation under this article is to distribute employee contributions to the Retiree Trust in accordance with terms set forth below.

The District's withholding of the designated contributions for the VEBA retiree medical and the District's holding of such contributions without contributing them to the VEBA Trust does not violate any law and will not subject the District to any liability for late contributions of such amounts to the VEBA trust or otherwise, and that the Teamsters Local 1932 will indemnify and defend the District from any claims relating to (i) the District's withholding of such contributions, including the withholding of the contributions on a pre-tax basis, and (ii) the timing of the District's payment of such contributions to the VEBA trust.

The features of the Retiree Trust under the Trust Agreement are summarized below. Teamsters agrees that if at any time the provisions summarized below differ from or are inconsistent with the Retiree Trust (or any welfare benefit plan or arrangement funded by the Retiree Trust) or with any statute or regulation applicable to the VEBA Trust, or if the Trust Agreement's VEBA status is at issue or under investigation by any federal or state enforcement authority, Teamsters shall notify the District in writing as soon as administratively practicable but no later than fourteen (14) days from the effective date of any of the issues described above and Teamsters will indemnify and defend the District from any claim, liability, penalty, tax, or other damages relating to the VEBA Trust and/or the District's contributions to the VEBA Trust. In addition, Teamsters agrees to provide at least fourteen (14) days advance written notice to the District regarding any changes to the Retiree Trust's terms, including but not limited to any significant change affecting benefits funded by the Retiree Trust.

The assets of the Retiree Trust are dedicated to providing retiree healthcare benefits to eligible retirees and paying the administrative expenses incurred by the Retiree Trust (or any welfare benefit plan or arrangement funded by the Retiree Trust). The Teamsters represent and warrant that these benefits will meet the definition of coverage under section 106 of the Internal Revenue Code. In accordance with section 106, the benefits may be in the form of reimbursement of eligible healthcare expenses ("Retiree Subsidy") or retiree healthcare coverage. The employee contributions shall not increase or decrease based on the cost of healthcare premiums, amount of the Retiree Subsidy, or coverages offered by the plans in the Retiree Trust. Under no circumstance shall the District be obligated to deduct from an employee's pay warrant any amount greater than the specific amount stated below from an employee's base rate of pay.

No aspect of the Trust Agreement, including but not limited to the Retiree Trust component or any benefit provided through or funded by the Trust Agreement or Retiree Trust component is subject to review or challenge through the Grievance Procedure in this MOU. To the extent the Trustees determine to terminate the healthcare coverage for retirees, the District shall be notified of such termination 120 days prior to the date of termination. Teamsters Local 1932 shall defend, indemnify and hold harmless the District and its officers, employees, and agents, from any claim, loss, liability, cause of action or administrative proceeding arising out of or relating to the District's contributions to the Retiree Trust in accordance with this agreement, the benefits offered under the Retiree Trust, the terms of the Retiree Trust and/or or from any and all decisions and actions made by the Retiree Trust.

The amount of payroll deduction from each bargaining unit members by the District shall either be .50 cents per hour worked or one percent (1%) of the employee's hourly wages hourly, as determined by the membership via a vote. "Wages" for purposes of this article shall be defined as all earnings minus overtime and any rate differentials. All members of the entire bargaining unit shall be subject to the same method of calculation for the deductions. Teamsters Local 1932 shall notify the District in writing as to which calculation method was selected for the deductions.

SIGNATURE CERTIFICATE



REFERENCE NUMBER
DDE5BB7C-9172-4A26-BB15-5D919F841019

TRANSACTION DETAILS

Reference Number
DDE5BB7C-9172-4A26-BB15-5D919F841019

Transaction Type
Signature Request

Sent At
01/09/2026 02:12:01 PM PST

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Document Passcode
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DOCUMENT DETAILS

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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Jim Barrett	Status signed	Viewed At 01/12/2026 08:35:04 AM PST
Email jbarrett@cvwd.org	Multi-factor Digital Fingerprint Checksum 4f53cda18c2baa0c0354bb5f9a3ecbe5ed12ab4d8e11ba873c2f11161202b945	Identity Authenticated At 01/12/2026 08:35:42 AM PST
Signer Sequence 3	IP Address 98.153.147.194	Signed At 01/12/2026 08:35:42 AM PST
Components 2	Device Microsoft Edge via Windows	
	Typed Signature 	
	Signature Reference ID 4D65FA0E	
Name Scott Hunter	Status signed	Viewed At 01/12/2026 08:22:40 AM PST
Email shunter@cvwd.org	Multi-factor Digital Fingerprint Checksum 4f53cda18c2baa0c0354bb5f9a3ecbe5ed12ab4d8e11ba873c2f11161202b945	Identity Authenticated At 01/12/2026 08:24:55 AM PST
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	Typed Signature 	
	Signature Reference ID 6B83E127	

SIGNER	E-SIGNATURE	EVENTS
Name Carlos Email cgonzales@teamsters1932.org Signer Sequence 1 Components 59	Status signed Multi-factor Digital Fingerprint Checksum 4f53cda18c2baa0c0354bb5f9a3ecbe5ed12ab4d8e11ba873c2f11161202b945 IP Address 174.195.128.152 Device Mobile Safari via iOS Typed Signature  Signature Reference ID F69EED63	Viewed At 01/09/2026 02:14:23 PM PST Identity Authenticated At 01/09/2026 02:21:51 PM PST Signed At 01/09/2026 02:21:52 PM PST
Name Chris Chaffin Email cchaffin@cvwd.org Signer Sequence 0 Components 59	Status signed Multi-factor Digital Fingerprint Checksum ed1ebd3da007196caec3462c54d5e16739390206fd7e2d3e89ae38db86cbaa1b IP Address 136.228.206.63 Device Chrome via Windows Typed Signature  Signature Reference ID F12580AE	Viewed At 01/09/2026 02:12:05 PM PST Identity Authenticated At 01/09/2026 02:13:58 PM PST Signed At 01/09/2026 02:13:58 PM PST

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