

# Memorandum of Understanding

Between

Desert Water Agency

AND

Teamsters Local 1932

November 1, 2025 – June 30, 2027

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# Article 1 – Preamble

## A. Definition

This Memorandum of Understanding is made and entered into between the Teamsters Local 1932 Bargaining Unit hereinafter referred to as "Union" and the Desert Water Agency herein after referred to as "Agency," pursuant to the California Government Code Sections 3500 et seq.

## B. Term

After ratification by the Teamster membership and adopted by the Board of Directors, except where expressly stated otherwise herein, the Desert Water Agency and Teamsters Local 1932 agree that the provisions of this Memorandum of Understanding (MOU) shall become effective and shall expire on June 30, 2027.

## C. Recognition

The Agency hereby recognizes Teamsters Local 1932 as the exclusive recognized organization for the classifications listed below as well as classifications in such classes as may be added to this unit hereafter by the Agency.

### ACCOUNTING:

Account Clerk I  
Account Clerk II  
Account Clerk III  
Account Clerk / Telephone Operator  
Accountant  
Computer Operator I  
Computer Operator II  
Office Assistant  
Senior Account Clerk

### ADMINISTRATIVE:

Administrative Assistant I  
Administrative Assistant II  
Administrative Assistant III  
Senior Administrative Assistant

### CONSERVATION:

Conservation Specialist I  
Conservation Specialist II  
Senior Conservation Specialist  
Outreach and Conservation Associate  
  
CONSTRUCTION:  
Equipment Operator  
Water Service Worker I  
Water Service Worker II  
Water Service Worker III

### CONSTRUCTION - FLEET MAINTENANCE

Fleet Mechanic I  
Fleet Mechanic II

### ENGINEERING:

Associate Engineer  
Construction Inspector I  
Construction Inspector II  
Engineering Technician I  
Engineering Technician II  
Engineering Technician III  
Senior Engineer  
Senior Engineering Technician  
Staff Engineer  
GIS Specialist I  
GIS Specialist II  
Senior GIS Specialist  
CMMS Specialist

FACILITIES  
MAINTENANCE –  
SAFETY:

Facilities and Safety  
Technician

Safety and Training  
Specialist

FIELD SERVICES:

Field Services  
Representative I

Field Services  
Representative II

Field Services  
Representative III

Field Services Technician I

Field Services Technician  
II

Field Services Technician  
III

INFORMATION  
TECHNOLOGY:

PC Support Technician I

PC Support Technician II

Senior PC Support  
Technician

Programmer I

Programmer II

OPERATIONS:

Operations Technician I

Operations Technician II

Operations Technician III

Operations Technician in  
Training

System Operator I

System Operator II

System Operator III

System Operator in  
Training

PUBLIC AFFAIRS:

Public Affairs Specialist I

Public Affairs Specialist II

Senior Public Affairs  
Specialist

Public Affairs and Water  
Planning Coordinator

SNOW CREEK  
SECURITY:

Snow Creek Security

WATER RESOURCES:

Water Resources  
Specialist I

Water Resources  
Specialist II

Senior Water Resources  
Specialist

**D. Union Rights and Dues**

1. The Union retains the right to engage in the meet and confer process and employer/employee relations including, but not limited to, wages, hours and other terms and conditions of employment.
2. The Agency shall deduct dues and other premiums biweekly of each member and remit to the Union for the duration of this Memorandum of Understanding such monies that employees authorize in writing the Agency to deduct.
3. The Union agrees to hold harmless and indemnify the Agency against any such claims, causes of action, or lawsuits arising from such deductions or transmittal of such deductions to the Union.

## Article 2- Management Rights

This MOU shall not be deemed to limit or curtail the Desert Water Agency (DWA) in any way in the exercise of the inherent and express rights, powers and authority, which DWA had prior to adopting this MOU, except to the extent that the provisions of this MOU specifically curtail or limit such rights, powers and authority.

Furthermore, DWA retains all its exclusive rights and authority under ordinances, resolutions, state and federal laws and expressly and exclusively retains its management rights, which include but are not limited to:

- The exclusive right to determine the mission of its departments;
- Set standards of selection for employment promotions;
- Direct its employees;
- Establish and enforce dress and grooming standards;
- Determine the methods and means of performing work and to relieve its employees from duty because of lack of work or other lawful reasons;
- Maintain the efficiency of operations;
- Determine the methods, means and numbers and kinds of personnel by which operations are to be conducted;
- Determine the content and intent of job classifications;
- Determine methods of financing;
- Determine style and/or types of Agency-issued wearing apparel, equipment or technology, means, organizational structure and size and composition of work force and allocate and assign work by which DWA operations are to be conducted;
- Determine and change the number of work locations, relocations and types of operations, processes and materials to be used in carrying out all DWA functions, including but not limited to, the right to contract for or sub-contract any work or operations of DWA;
- Assign work to and schedule employees in accordance with requirements as determined by DWA;
- Establish and change work schedules and assignments upon reasonable notice;
- Establish and modify productivity and performance programs and standards;
- Layoff, discharge, suspend, demote, reprimand, withhold salary increases and benefits or otherwise discipline employees in accordance with the applicable law;
- Layoff, withhold salary increases and benefits accordance with the applicable law;
- Establish employee performance standards including, but not limited to quality and quantity standards; and,
- Take necessary actions and carry out its mission in emergencies and exercise complete control and discretion over its organization and the technology of performing its work.

The Agency shall be free to exercise its rights under this provision without negotiation or challenge from the Union or employees except where it can be demonstrated that such exercise is contrary to law or a specific limitation placed upon DWA in another Article of this MOU.

DWA's failure to exercise any right, prerogative, or function reserved to it or the exercise of any such right, prerogative, or function in a particular manner, shall not be considered a waiver of DWA's ability to exercise such rights, prerogatives, or functions or preclude DWA from exercising the same in some other manner.

## **Article 3 – Salaries**

### **A. Cost of Living adjustments**

1. Commencing July 1, 2025, each Agency employee of the bargaining unit will receive a cost-of-living increase equal to the percent change for the year ending March 2025, with the percentage derived from the Bureau of Labor Statistics "Consumer Price Indexes - Pacific Cities and U.S. City Average", "Urban Wage Earners and Clerical Workers" for Riverside - San Bernardino-Ontario Index. The minimum will not be lower than 0% (in the event the actual index goes below 0%); the maximum will be 6%.

2. Commencing July 1, 2026, each Agency employee of the bargaining unit will receive a cost-of-living increase equal to the percent change for the year ending March 2026, with the percentage derived from the Bureau of Labor Statistics "Consumer Price Indexes - Pacific C ties and U.S. City Average", "Urban Wage Earners and Clerical Workers" for Riverside-San Bernardino-Ontario Index. The minimum will not be lower than 0% (in the event the actual index goes below 0%); the maximum will be 6%.

## **Article 4- Special Compensation**

### **A. Overtime – Effective the first full pay period July 1, 2026**

1. Paid leave time -- which encompasses vacation time, Attendance Bonus Plan time, holiday, and jury duty shall be considered hours worked for the computation of overtime.

2. Employees may work overtime only with prior management authorization. Employees who work unauthorized overtime will be properly compensated for overtime work but may be disciplined for failure to obtain approval.

3. Employees working a classic (8 hour day, 5 days a week) work schedule will be eligible for overtime pay after 8 hours in a work day. Work extending past 12 hours a day will be paid at a double time rate.

Non-exempt employees working the 9/80 schedule shall receive overtime pay at time and one-half (1 ½) the regular rate for all hours worked in excess of 36 or 44 hours in their respective scheduled 9/80 workweek. Overtime after 8 hours in a day does not apply for purposes of the payment of overtime for non-exempt employees on 9/80 schedules. Instead, overtime will be paid on time worked over 40 hours in a work week. Employees will be eligible for double time for hours worked over 12 hours in a day while on the 9/80 schedule.

## **B. Standby Pay – Effective the first full pay period Upon Ratification**

1. "Stand-By" is that period of time, other than regularly scheduled work hours, during which an employee must make themselves available to potentially be called back to work to provide services.
2. Employees in "Stand-By" status shall receive straight time pay in accordance with the following:

<u>Hours Paid</u>	<u>Stand By time</u>
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1 hour	Monday, Tuesday, Wednesday, Thursday, Friday.
4 hours	Saturday, Sunday, and any Agency recognized holiday

3. Standby employees shall either answer, or respond promptly, to any service call. Standby employees shall have a total of 45 minutes from when the Agency initiates the call to be at the job site, absent exceptional circumstances. Enforcement of these timelines shall be on the same basis as the Agency enforces tardiness. Employees should be given as much notice as possible to changes in standby assignment.
4. The employee will receive time and one half (1 ½) pay beginning when they arrive at the DWA yard or the job site. If the employee was provided a work truck to take home, time and one half (1 ½) pay will begin when the employee begins driving to the job site. Paid time will end when the employee returns to the yard after completing the call. If the employee was provided a work truck to take home, time and one half (1 ½) pay will end when the employee arrives home.

Note: Overtime pay will revert to straight pay if employee chooses to work straight though their 8 hour shift.

5. In order to qualify for Stand By, employees must:
  - a. Be available via an Agency issued device;
  - b. Not consume alcohol or any other debilitating substance while on Standby.
6. No employee shall be required to be available unless they are in an "Stand-By" status. In case of large emergencies or multiple emergency situations, DWA will call employees that are not on scheduled paid time off to determine if they are able to come in to work. Employees who are willing and able to come in will be paid in accordance with our overtime policy.

## **C. Call back Pay – Effective the first full pay period January 2026**

1. "Call Back" is defined as those occasions when an employee responds to an Agency request to report to duty outside of their scheduled shift.
2. "Call Back" time shall be compensated at time and one-half (1 ½) the employee's rate of pay.
3. "Call Back" time request shall be based on a minimum two (2) hour time block.

#### **D. Rest Pay – Effective the first full pay period January 2026**

1. On a Call Back assignment, when an employee has worked at least two (2) continuous hours during the eight (8) hours prior to the commencement of his/her regular work schedule, the employee shall report to duty at the regular scheduled shift immediately commencing eight (8) after the end of the assignment to finish their regularly scheduled shift.
2. Where the working of Call Back time results in the employee starting his/her regularly scheduled shift after the regularly scheduled shift commences, the missed hours of work shall not be deducted from the employee's hours worked total for the weekly work period.
3. Employees too fatigued to return to work can stay home and call out using ABP Time.

### **Article 5 – Benefits**

#### **A. Health Benefits**

1. Full-time employees may participate in Desert Water Agency's insurance programs. Under these plans, eligible employees will receive comprehensive health and other insurance coverage for themselves and their families, as well as other benefits.
2. Upon becoming eligible to participate in these plans, employees will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to contact the Human Resources Director with any further questions.
3. For employees hired after May 1, 2007, Desert Water Agency will pay 100% for employee only coverage for medical, dental and vision. Dependent coverage is paid 80% by the Agency and 20% by the employee.
4. Employees hired prior to May 1, 2007, are eligible for grandfathered benefits coverage where the Desert Water Agency pays 100% of the medical, dental, and vision premiums for the employee and their dependents.
5. Health benefits begin on the first of the month following 30 days. For example: If an employee is hired on August 3, 2025, benefits will begin on October 1, 2025.

## B. Retirement

1. The Agency has a retirement plan for its employees through the California Public Employees Retirement System (CalPERS). The purpose of the program is to provide an income for employees upon retirement. Employees hired prior to January 1, 2013 have a “2.5% at 55” benefit factor. Employees hired after January 1, 2013 have a “2% @ 62” retirement benefit factor. Benefit factors are determined by CalPERS regulations and those regulations will supersede the policy where any potential conflict is perceived. With our CalPERS retirement benefit, we also have simultaneous coverage for our employees under both the pension plan and Social Security (Federal Insurance Commission Act).
2. All full time employees of the Agency automatically become members at the time of hire. Benefits paid upon retirement, or in case of death before retirement, are fully explained in a copy of the CalPERS booklet, which will be given to each employee upon enrollment as a member of CalPERS.
3. There are a number of retirement options employees should familiarize themselves with as they approach retirement age. For questions about options or how to go about filing for retirement, employees can contact the Human Resources Director, or contact CalPERS directly.

## C. Holidays

1. Full-time employees will be paid for the following holidays:

<u>Holiday</u>	<u>Day Observed</u>
New Year’s Day	January 1
Martin Luther King Day	Third Monday in January
Lincoln’s Birthday	(8-hour Floating Holiday)
President’s Day	Third Monday in February
Cesar Chavez Day	(8-hour Floating Holiday)
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran’s Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

## **2. Holiday Pay:**

- a. Desert Water Agency employees receive a full day's pay for recognized holidays.
- b. You must be in paid status the full day before a holiday and the full day after a holiday in order to receive holiday pay.
- c. If a holiday falls on a Saturday, DWA will recognize the holiday on the Friday before the actual date. If a holiday falls on a Sunday, DWA will recognize the holiday on the Monday after the actual date.

## D. Vacation

1. Full-time employees accrue paid vacation leave as follows:

<u>Years of Service</u>	<u>Hours Per Month</u>	<u>Hours Per Year</u>
1-3 years	8.00	96
4th year	8.67	104
5th year	9.34	112
6th year	10.00	120
7th year	10.67	128
8th year	11.34	136
9th year	12.00	144
10 <sup>th</sup> year	12.67	152
11th year	13.34	160

2. The use of accrued vacation leave is as follows:

- a. New employees are not eligible to utilize accrued vacation leave during their first six (6) months of employment. This does not prevent a new employee from taking unpaid time off during this time if there was an understanding / agreement made during the new hire onboarding process.
- b. Employees shall not utilize Attendance Bonus Plan hours to extend a vacation leave. If an employee calls out before or after a scheduled vacation day, that call out will be considered Lost Time.
- c. Unused vacation time carries over to the following year. However, vacation accruals may not exceed 320 hours. In November of each calendar year all vacation hours in excess of 320 hours will be paid off at the employee's current hourly rate or, at the employee's direction, applied to their deferred compensation account subject to IRS maximum levels.
- d. Vacation Leave must be requested a minimum of two days in advance of the date.

3. The Agency will approve or deny any Vacation Leave request made within three (3) business days. If a response is not received within 3 business days, employee may seek approval from the department head or human resources.

- a. It is understood that Vacation Leave requests may be denied at times due to workload, however should the Agency deny a request, the employee shall be informed in writing of the denial.
  - b. The General Manager, or their designee, must approve any Vacation Leave request for more than two weeks off.
  - c. If an employee does not have enough vacation time in their accrued time bank to cover a previously approved Vacation Leave request, the request will be cancelled, and the employee would be required to report to work.
  - d. Accrued, unused vacation time shall be paid out upon separation / termination. An employee may elect to have some or all of their accrued, unused vacation time applied to their deferred compensation account subject to IRS maximum levels.
4. It is recognized that Desert Water Agency appreciates how hard its employees work and recognizes the importance of providing time for rest and relaxation. Desert Water Agency fully encourages employees to utilize this benefit for its intended purpose.

## **E. Work Schedule**

1. The standard work schedule represents the time that an employee is regularly scheduled to work. The department head shall establish the actual number of hours which comprise the standard tour of duty for each position. Any proposed change to an employee's regular work schedule shall be communicated to the employees and the Union at least two (2) weeks prior to the proposed change being implemented unless mutually agreed upon between the employee and supervisor.
2. DWA reserves the right to make temporary work schedule changes based on substantive operational need.

## **F. High Heat Risk Exposure**

### **1. Purpose**

To establish clear protections for employees performing outdoor work in High-Risk Heat situations. These protections are designed to prevent heat-related illness and ensure that employees can safely perform their duties without undue risk.

The parties recognize that the Agency's Heat Illness Prevention Plan protects employees and is sufficient to meet all protections required by law.

### **2. Definitions**

- a. **Outdoor Work:** Any job duty performed outside of a fully enclosed, climate-controlled structure.
- b. **Recognized Authority for temperature:** National Weather Service.
- c. **Critical Work:** work necessary to keep clean water flowing safely to the public.
- d. **High Risk Heat:** Temperatures at or above 115 F.

### **3. High-Risk Heat Events:**

- a. All outdoor work being performed in temperatures of 115 degrees or above shall:
  - i. Employees shall be provided with safe, cooled, or shaded rest areas.
  - ii. For every two hours worked outdoors, in High-Risk Heat, employees shall be entitled to one additional 15-minute break to use during the shift in which it is earned.

### **4. Employee Rights and Protections**

- a. No employee shall be retaliated against for reporting symptoms of heat illness, requesting a break, or exercising rights under this Article.
- b. Employees may stop work and take an immediate recovery period if they believe they are experiencing heat illness symptoms, without loss of pay or discipline.

## **Article 6 - Employee/Employer Relations**

### **A. Labor Management Meeting**

1. It is the intent of the Teamster membership to maintain an open line of communication for the betterment of employer-employee relations. Any issue not pertaining to grievances or grievable issues may be discussed by the Union or the Agency at either party's request.
2. A party requesting a discussion shall notify the other party, orally or in writing, the subject(s) to be discussed. Thereafter, a meeting shall be promptly arranged at which meeting not more than two (2) Teamster members and the Teamster Business Agent may be present. Upon notification and with mutual agreement, either party may include additional representatives.

### **B. All Hands Meeting**

1. The Union may call an "All Hands Meeting" once per quarter. This meeting shall last no longer than one (1) hour and must be scheduled during work hours. The date and time of the meeting shall be coordinated through Human Resources and must be approved by all necessary managers and executive staff to ensure no disruptions to agency operations.

### **C. New Employee Orientation**

1. Newly hired employees entering the bargaining unit shall be afforded a one-time thirty (30) minute meeting on paid time with a representative of Teamsters Local 1932 during the onboarding process. This meeting shall take place at the Agency and shall be scheduled by mutual agreement.
2. Current employees who enter the bargaining unit through promotion, reclassification, or other personnel actions shall be afforded a one-time thirty (30) minute meeting on paid time with a representative of Teamsters Local 1932. This meeting shall take place at the Agency and shall be scheduled by mutual agreement.

## D. Probation

### 1. Probationary Periods

- a. Newly hired employees shall serve an “new hire probationary” period of six (6) months.
- b. Reinstated employees hired into a position / classification they did not hold prior shall serve an “probationary” period of six (6) months.
- c. Promoted employees shall serve a “probationary” period of ninety (90) days.
- d. Reinstated employees hired into a position / classification they held prior shall serve a “probationary” period of ninety (90) days.
- e. A leave of absence, other than vacation and temporary military leave, may cause a probationary period to be extended by the length of such leave.
- f. Prior to the expiration of an employee’s probationary period, the department head shall recommend to Human Resources that one of the following actions be taken:
  - i. Grant employee regular status.
  - ii. Extend the probationary period for a period not to exceed ninety (90) days.
  - iii. Deny the employee regular status.

### 2. Objective of Probationary Period

- a. The probationary period is part of the examination process and shall be utilized for closely observing the employee’s work and for securing the most effective adjustment of a new or promoted employee to his/her position. During the probationary period, the employee will receive periodic performance reviews.
- b. Only if the service of the probationary employee has been satisfactory, the department head shall, prior to expiration of the probationary period, submit a satisfactory performance evaluation to Human Resources.
- c. The department head may opt to extend an employee's probationary period by a maximum period of ninety (90) days past the end of the initial probationary period. The department head recommendation of an extension must be in writing and submitted to Human Resources prior to expiration of the probationary period. Human Resources will notify the employee of their recommendation to extend prior to the expiration of his/her probationary period.
- d. An employee shall be granted regular status unless he/she is notified in writing of an extension of probation or rejection prior to the end of the probation period.

### 3. Denial of Regular Status

- a. During an “new hire probationary” period, the employee may be terminated without cause and shall not be entitled to the right of appeal or pre-termination due process.
- b. An employee, serving a “probationary” period due to a promotion into a new / different classification, retains all due process rights covered in this MOU.
- c. If an employee, serving a “probationary” period due to a promotion into a new / different classification, is denied regular status because of a failure to perform satisfactorily in the position, they shall be reinstated to the position they were promoted from, provided the position is not currently filled and is currently funded.
- d. The denial of regular status in the promotional class shall not be considered a disciplinary action.

## E. Layoff, Bumping, and Reinstatement

### 1. Layoff

- a. Should the General Manager determine reductions in force to be necessary due to lack of work, reorganization, or for financial reasons, they may initiate employee layoffs.
- b. Classifications to be affected and the number of employees included shall be determined by the Agency.
- c. Newly hired “original probationary” employees shall be laid off before a regular employee in the same classification.
- d. In determining the order of layoffs, a combination of factors may be used, however, job related certifications currently held shall be given the highest significance, followed by other qualifications such as seniority with the Agency, and seniority in job classification and any other operational need or other reasonable circumstances within the Agency’s discretion
- e. In determining the order of layoffs, a combination of factors shall be considered: qualifications, seniority with the Agency, and seniority in job classification.
- f. The factors the Agency may use to determine the order of Layoffs are the following:
  - i. Operational need or other reasonable circumstances within the Agency’s discretion;
  - ii. An employee's last four (4) performance evaluations, provided they are within the last five years;
  - iii. Any history of employee commendations, awards, etc.;
  - iv. Any history of employee disciplinary actions;
  - v. Between two regular employees in the same classification with the same qualifications, and/or record, the employee with lesser seniority in the classification shall be laid off first.

### 2. Bumping

- a. “Bumping” means the displacement of a junior employee from their position by a senior employee in a higher classification who formerly held the same position.

- b. Where two or more employees are laid off from the same position, the employee with the greatest seniority in that classification shall have the first opportunity to bump as set forth below.
- c. A laid-off employee shall be entitled to bump an employee in the same position previously held by the laid off employee. The laid off employee must be able to perform the essential job functions of the former position and possess the minimum qualifications of the position as specified by the job description. Laid off employees may also be placed in a vacant lower classification for which they meet the minimum qualifications.
- d. The Agency will notify laid-off employees of any positions available for bumping. Following such notification, the employee must notify the Agency in writing of their intent to exercise the bumping rights within seven (7) calendar days, and the position and classification to which they intend to bump. Failure to respond will be deemed a waiver of bumping rights by the employee.
- e. Where there is more than one employee in a position available for bumping, the factors in paragraph 3 of this Section will be used to determine which employee, if any, will be bumped.
- f. The process will be repeated at the next classification level where an employee bumps in and creates an overage in that classification.
- g. Any displaced employee shall be considered as laid-off for the same reason as the person who displaced them and shall in the same manner be eligible to displace another employee based on the criteria specified in paragraph 3 of this Article.

### 3. Reinstatement from Layoff

- a. The names of qualified probationary and regular employees who have been laid off shall be placed on a reemployment list in order of seniority. Such names shall remain thereon for a period of one (1) year unless such persons are sooner reemployed.
- b. Laid-off employees shall have a preferential right to fill vacancies that occur in the position which they held at time of layoff, or any position previously held within the Agency. An employee subject to reinstatement must be able to perform the essential functions of the former position and possess the minimum qualifications of the position as specified by the job description.
- c. An employee who is reemployed from the reemployment list within twelve (12) months shall receive credit for former years of Agency service for purposes of determining seniority date and leave accruals.
- d. The factors the Agency may use to determine eligibility for reinstatement shall be based on Operational need or other reasonable circumstances within the Agency's discretion.

## F. Workplace Bullying

The parties recognize that DWA has a workplace bullying policy that is consistent with established law.

### 1. Prohibition Against Workplace Bullying

- a. The Desert Water Agency, (“Employer”), prohibits violent, abusive, aggressive, and/or unprofessional communication or action by an employee that is intended to demean, demoralize, or degrade coworkers or others at the place of employment (“Bullying”). Employees are mandated to communicate in a professional manner, consistent with the general philosophy that Employer treats its workers with dignity and respect.

### 2. Bullying Defined

- a. Bullying is violent, abusive, aggressive, and/ or unprofessional communication or action by an employee that is intended to demean, demoralize, or degrade coworkers or others at the place of employment. This is differentiated from simply unprofessional communications, which may be unintentional.
- b. Examples of what may constitute bullying include, but are not limited to, the following:
  - i. Verbal bullying: Slandering, ridiculing, or maligning a person or his or her family; persistent name calling that is intended to be hurtful, insulting, or humiliating; using a person as the target of jokes to others; and abusive and offensive remarks;
  - ii. Physical bullying: Pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault, damage to a person’s work area or property;
  - iii. Gesture bullying: Nonverbal threatening gestures or physical gestures intended to convey ridicule. (For instance, a cocked fist or the middle finger).
  - iv. Exclusion: Socially or physically excluding or disregarding a person in work-related activities. This includes intentionally ignoring or interrupting an individual at meetings and/or deliberately excluding the individual from work-related activities, such as meetings.
- c. In addition to those listed above, the following items may be considered bullying:
  - i. Persistent singling out of one person in a negative manner;
  - ii. Public reprimands in instances where the issue could be addressed in a private manner.
  - iii. Constant criticism on matters unrelated to the person’s job performance or description;
  - iv. Repeatedly accusing someone of errors which cannot be documented.
  - v. Deliberately interfering with mail and other communications.
  - vi. Manipulating the ability of someone to do their work (e.g., overloading, underloading, withholding information, setting meaningless tasks, setting deadlines that cannot be met, giving deliberately ambiguous instructions); and
  - vii. Repeatedly inflicting menial tasks not in keeping with the normal responsibilities of the job.

### 3. Reporting Procedure

- a. Any employee who believes that he or she has been the victim of bullying or retaliation by coworkers, supervisors, clients or customers, visitors, vendors, or others must immediately notify his or her supervisor, preferably in writing, or, in the alternative, the Human Resources Director or their Shop Steward / Business Agent, depending on which individual the employee feels most comfortable in contacting.
- b. Any employee or supervisor who observes or otherwise becomes aware of bullying or retaliation that violates this policy has a duty to report such observations to his or her supervisor or human resources.

### 4. Investigation

- a. Upon the filing of a complaint with the Employer, the complainant will be provided with a copy of this policy. The Human Resources Director is the person designated by the Employer to investigate complaints of bullying. The Human Resources Director may, however, delegate the investigation at his/her discretion.
- b. In the event the bullying complaint is against the Human Resources Director, an unbiased and impartial investigator shall be appointed by the General Manager or the Assistant General Manager.
- c. Complaints will be treated confidentially to the extent possible, responded to in a timely fashion, investigated promptly and thoroughly by impartial and qualified personnel, documented and tracked to ensure reasonable progress, met with appropriate and prompt corrective remedial action where misconduct is found, afforded a timely closure, and not result in any retaliation against the complainant or any participant in the investigation.

### 5. Internal Documentation Procedure

- a. When an allegation of bullying or retaliation is made by an employee, the person to whom the complaint is made shall immediately prepare a report of the complaint according to the preceding section and submit it to the Human Resources Director.
- b. The investigator shall make and keep a written record of the investigation, including notes of verbal responses made to the investigator by the person complaining of bullying, witnesses interviewed during the investigation, the person against whom the complaint of bullying was made, and any other person contacted by the investigator in connection with the investigation. The investigator's notes shall be made at the time the verbal interview is in progress. Any other documentary evidence shall be retained as part of the record of investigation.
- c. Based on the report and any other relevant information, the Human Resources Director shall, within a reasonable period of time, determine whether the conduct of the person against whom a complaint has been made constitutes workplace bullying. In making that determination, the Human Resources Director shall look at the record whole and at the totality of circumstances, including the nature of the conduct in question, the context in which the conduct, if any, occurred, and the conduct of the person complaining of bullying.

The determination of whether bullying occurred will be made on a case-by-case basis by the Human Resources Director.

## 6. Confidentiality

- a. All records and information relating to the investigation of any alleged bullying and resulting disciplinary action shall be confidential, except to the extent disclosure is required by law, as part of the investigatory or disciplinary process, or as otherwise reasonably necessary.

## 7. Remedies

- a. If the Human Resources Director determines that the complaint of bullying is valid, the Human Resources Director shall inform the General Manager who shall cause to be taken immediate and appropriate disciplinary action consistent with the requirements of law, this MOU, and any personnel rules or regulations pertaining to employee discipline. Other steps may be taken to the extent reasonably necessary to prevent recurrence of the harassment and to remedy the complainant's loss, if any.
- b. Disciplinary action shall be consistent with the nature and severity of the offense, the rank of the harasser, and any other factors relating to the fair and efficient administration of the Employer's operations.

## 8. Prohibition Against Retaliation

- a. Retaliation against anyone for opposing conduct prohibited by this policy; or for filing a complaint with, or otherwise participating in an investigation, proceeding, or hearing conducted by the Employer, is strictly prohibited and is grounds for disciplinary action, up to and including, termination of employment.

## 9. Employee Obligation

- a. Employees are not only encouraged to report instances of bullying or retaliation, they are obligated to report such matters.
- b. Employees are obligated to cooperate in every investigation of bullying or retaliation, including, but not necessarily limited to:
  - i. Coming forward with evidence, both favorable and unfavorable, and providing such evidence to the Employer; and
  - ii. Fully and truthfully making a written report or verbally answering questions when required to do so during the course of an Employer investigation.
- c. Knowingly and falsely, accusing someone of bullying or retaliation or otherwise knowingly giving false information in an investigation shall be grounds for disciplinary action, up to and including, termination of employment.

## G. Discipline Procedure

### 1. Disciplinary Action.

- a. Disciplinary action refers to actions by management resulting from employee conduct that is contrary to the best interests of the public service. It is meant to be progressively corrective in nature and taken in response to acts or a failure to act on the part of the employee. No regular employee shall be disciplined without cause.
- b. Disciplinary action does not include demotions, pay reductions, and layoffs resulting from organizational or service changes.
- c. The following is the exclusive list of disciplinary actions that may be taken against an employee:
  - i. Oral and Written Reprimands - Informal (oral) or formal (written) notification of performance or conduct deficiencies.
  - ii. Suspension - An involuntary absence without pay.
  - iii. Salary Reduction - A reduction in pay from the employee's current step within a pay range to any lower step within the range.
  - iv. Demotion - Involuntary movement from a position in one class to a position in another class having a lower salary range.
  - v. Dismissal - Discharge from Agency service.

### 2. Causes for Disciplinary Action.

- a. The following is a non-exclusive list of the more common causes for disciplinary action:
  - i. Violation of Agency published policies, ordinances, rules, and regulations.
  - ii. Absence or tardiness without authorization and/or satisfactory excuse, and/or failure to make direct contact with your supervisor or another member of management in the event you are going to be late or absent.
  - iii. Possession of a firearm or weapon on Agency property or when on duty or in uniform, including guns, rifles, knives (other than utility knives used during the course of work).
  - iv. Issuance of defaming or derogatory remarks, attitudes, foul or vulgar language, cursing or verbal abuse or initiating or spreading rumors while dealing with our customers, members of the public, contractors, vendors, or fellow employees.
  - v. Any act of discrimination against another employee, customer or person.
  - vi. Physical assault or battery, threat of injury, or the use of force, undue coercion, or any act which could be construed as threatening bodily harm or physical aggression, stalking, unseemly or offensive gestures, or other actions intended to threaten, intimidate, insult or coerce another person.

- vii. Willful disobedience or proven insubordination.
- viii. Dishonesty.
- ix. Theft.
- x. Intentional or negligent destruction or misuse of property.
- xi. Failure to perform work in an efficient and worker-like fashion; inefficiency, inattention or dereliction of duty.
- xii. Incompetence or inability to meet the standards of performance established for a position due to a lack of skill, knowledge, or ability.
- xiii. Imparting information which is considered to be confidential or protected, to unauthorized individuals or parties, including but not limited to, that which violates HIPAA and privacy law requirements.
- xiv. Alcohol or unlawful drug use on the job, or any other conduct which violates the Agency's Drug Free and Safe Workplace Policy.
- xv. Smoking inside any Agency building, or facility, or vehicle. The term "smoking" includes the use of any recreational inhalable product, whether made inhalable by burning, vaporization, or any other means. The use of cigarettes, e-cigarettes, cigars, pipes, or vaporizer is prohibited, regardless of the substance being inhaled.
- xvi. Selling, disbursing, or receiving of illegal drugs or controlled substance(s).
- xvii. The use of Agency trucks, autos, or equipment for personal reasons.
- xviii. Unsafe driving, unsatisfactory accident record or DMV history, or a preventable accident involving an Agency vehicle or equipment.
- xix. Failure to maintain or immediately report the loss of necessary driving privileges or necessary licenses or certificates.
- xx. Carelessness or negligence on the job.
- xxi. Conviction of a felony, or any other act which adversely reflects on the Agency
- xxii. Misuse of Agency time through participation in activities which are inappropriate in the workplace (conducting personal non-Agency business on Agency time, creating disruptions, extended personal phone conversations, loafing, etc.).

- xxiii. Abuse or misuse of Agency resources including, but not limited to computer and technology systems (e.g. internet, text messaging, fax machine, cell or desk phones, etc.).
- xxiv. Horseplay, including the bringing of venomous or non-venomous insects, snakes or reptiles to Agency property or work sites is prohibited.
- xxv. Solicitation of after-hours business or engaging in other non-job-related matters during Agency working hours.
- xxvi. Acceptance of gifts or gratuities by an employee for their personal gain or benefit.

### 3. Notice of Proposed Disciplinary Action

- a. Except for Oral and Written reprimands, regular and probationary employees shall be given prior written notice of a proposed disciplinary action, unless the good of the service demands that such action be taken immediately.
- b. Notification shall include a statement of the proposed action and reasons therefore, copies of the charges and materials upon which the action is based, and a statement of the employee's right to respond, either orally or in writing, to the appointing authority. The Notification shall be communicated to the employee in writing and the employee shall be advised of their right to be represented by the Union. An employee may request a digital copy of the Notification be sent to a representative of their choice.

### 4. Pre-Disciplinary Administrative Review

- a. A regular or probationary employee shall have the right to an pre-disciplinary administrative review of a proposed disciplinary suspension, salary reduction, demotion or dismissal. An employee has the right to be represented at any phase of the Administrative Review by a representative of their choice.
- b. Such review will be conducted prior to the effective date of the disciplinary action unless emergency circumstances justify an effective date which makes prior review unfeasible. In this event, the employee will be placed on paid Administrative Leave and the requested review shall be scheduled within not less than ten (10) workdays after the effective date of the disciplinary action.
- c. Upon receipt of the employee's written request for a pre-disciplinary administrative review, the department head, or designee, shall serve as the reviewing officer and provide the employee with an opportunity to respond to the allegations and proposed discipline. The employee may choose to respond verbally and/or in writing. Within ten (10) workdays after completion of the review, the reviewing officer shall submit their written decision to the employee.

## 5. Appeal Hearing

- a. This provision applies only to a disciplinary suspension, salary reduction, demotion or dismissal following a pre-disciplinary review.
- b. Within five (5) workdays of receipt of the written decision of the reviewing officer, the employee may appeal to the General Manager.

## 6. Hearing Officer and Notice of Hearing

- a. The General Manager shall appoint a Hearing Officer to hear the matter and issue an advisory opinion unless the General Manager determines to hear the matter. Under no circumstances shall the General Manager appoint a Hearing Officer who held the role of Reviewing Officer for the same Notice of Proposed Disciplinary Action.

## 7. Conduct of Hearing

- a. The General Manager or designee shall schedule a closed hearing within sixty (60) calendar days of the notification, unless otherwise impracticable or agreed by the parties.
- b. The discipline hearing shall be private proceedings and not open to the public or others.
- c. The procedures outlined below in part j shall apply.
- d. Following the completion of the hearing, the General Manager shall issue a written decision within thirty (30) days of the hearing completion, and which shall be final and binding.
- e. Where practicable and depending on the availability of the selected hearing officer, the hearing shall be scheduled within sixty (60) calendar days of the appeal. The parties may stipulate to a longer period of time in scheduling the appeal hearing.
- f. All interested parties shall be notified in writing of the date, time, and place of hearing.
- g. Subpoenas and subpoenas duces tecum pertaining to the hearing shall be issued at the request of either party, not less than seven (7) calendar days prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.
- h. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make admission of such evidence improper based on objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding. The rules of privilege shall be effective to the same extent that they are now or

hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.

i. Each party shall have these rights: To be represented by legal counsel or other person of their choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called them to testify; and to rebut the evidence against them. If the grievant does not testify on their own behalf, they may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (Agency, hearing officer, grievant/grievant representative) all mutually agree that a court reporter is not necessary.

j. These procedures will apply regardless of whether a hearing officer or the General Manager is presiding over the hearing. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs

- i. The Agency representative shall be permitted to make an opening statement;
- ii. The employee or his / her representative shall be permitted to make an opening statement;
- iii. The Agency may then offer its evidence in support of the disciplinary action; the Agency bears the burden of proof and the burden of producing evidence for any charge(s) asserted;
  - i. The employee shall produce evidence supporting their defense, bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
  - ii. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case;
  - iii. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.

k. The General Manager or hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. They shall base their findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in their discretion, for good cause, otherwise directs. No photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason they believe to be important to reaching a fair and proper decision.

l. The General Manager or hearing officer shall render a written decision no later than thirty (30) calendar days after the conclusion of the hearing, unless the parties are otherwise notified by the hearing officer. The opinion shall set forth findings of fact, conclusions, and decision. If the matter is heard by a hearing officer, the hearing officer's written decision shall be filed with the Office of the General Manager, with a copy sent to the grievant. The General Manager may accept, reject, or modify the decision of the hearing officer.

- m. Each party shall bear equally the cost of facilities, fees and expenses of the hearing officer, including the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties which result in an arbitration fee.

## **H. Grievance Procedure**

### **1. Grievance Definition**

- i. An expressed claim by an employee that the Agency has violated, misinterpreted, or misapplied an obligation to the employee as such obligation is expressed and written in this Memorandum of Understanding.

### **2. General Provisions**

- i. Employees shall not be subject to retaliation or other reprisal for utilizing the grievance procedure set forth herein.
- ii. Forms for filing and processing grievances and other documents necessary under these procedures shall be prepared by the Union and made available to employees.
- iii. Failure by the Agency at any step of this procedure to communicate a decision on a grievance within specified time limits shall permit the grieving employee to proceed to the next step.
- iv. Failure by the employee at any step of this procedure to appeal a decision within specified time limits shall constitute a declining of further appeal and render the decision reached in the preceding step final.
- v. The grieving employee may be required to be present at any step in the grievance procedure.
- vi. The time limits specified at any step in this procedure may be extended by mutual agreement of the parties.
- vii. An employee may be represented by a person of their choosing provided that they are not involved in the underlying dispute.
- viii. The employee and/or their representative may use a reasonable amount of work time as determined by the appropriate supervisor in presenting the grievance. However, no employee shall absent themselves from work without being excused by their supervisor.

- ix. No employee shall be required to be represented by the Union in processing a grievance. The settlement terms of a grievance which is processed by an employee individually or by their representative shall not conflict with the express provisions of the Memorandum of Understanding between the Agency and the Union. Any settlement by the Agency and an individual grievant not represented by Teamsters Local 1932 shall not be binding on Teamsters Local 1932, except that Teamsters Local 1932 cannot bring the same grievance on behalf of the same employee in the future if the matter is resolved.
- x. A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the same extent. The group may file one (1) document which all members of the group have signed. Members of the group shall be limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.
- xi. A group grievance affecting all members of an employee organization may be brought by the Union itself. In such case the procedure shall be commenced directly at Step 3, as listed in Section C of this article, within fifteen (15) workdays after an authorized representative of the Union knew, or by reasonable diligence, should have known, of the condition giving rise to the grievance and shall be subject to all applicable time limitations and the provisions set forth above.

### 3. Grievance Steps

Step 1 - The employee shall verbally inform their immediate supervisor of a grievance and relevant facts within five (5) workdays after the employee knew, or in the exercise of reasonable diligence should have known, of the events giving rise to the grievance. Within ten (10) workdays after the supervisor was advised of the grievance, the supervisor shall inform the employee of their decision.

Step 2 - If the grievance is not resolved to the employee's satisfaction at Step 1 and not later than five (5) workdays following completion of Step 1, the employee may submit the grievance in writing to their department head. The grievance shall include a citation to this Memorandum of Understanding, alleged to have been violated and the remedy sought. The department head shall give their written decision to the grievant within ten (10) workdays from receipt of the grievance.

Step 3 - If the grievance is not resolved to the employee's satisfaction at Step 2 and not later than five (5) workdays following completion of Step 2, the employee may submit the grievance in writing to the Agency General Manager.

### 4. Hearing Procedures

- a. The General Manager shall appoint a Hearing Officer to hear the matter and issue an advisory opinion unless the General Manager determines to hear the matter. Under no circumstances

shall the General Manager appoint the department head to act as the Hearing Officer in the same grievance.

b. The Process.

- i. The General Manager or designee shall schedule a closed hearing within sixty (60) calendar days of the notification, unless otherwise impracticable or agreed by the parties.
- ii. The grievance hearing shall be private proceedings and not open to the public or others.
- iii. Following the completion of the hearing, the General Manager shall issue a written decision within thirty (30) days of the hearing completion.
- iv. The procedures outlined below shall apply.
- v. These procedures will apply regardless of whether a hearing officer or the General Manager is presiding over the hearing. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs
  - aa. The grievant or his / her representative shall be permitted to make an opening statement;
  - bb. The Agency representative shall be permitted to make an opening statement;
  - cc. The grievant shall produce evidence supporting their position, and bears the burden of proof and burden of producing evidence;
  - dd. The Agency may then open its defense and offer its evidence in support thereof; the Agency bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
  - ee. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case;
  - ff. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.

**I. Stewards**

1. The Union may designate up to two (2) Shop Stewards. The Shop Stewards shall be granted up to two (2) hours of paid release time per month for purposes of attending Union meetings and conducting Union business. The Human Resources Director may approve additional time off for Shop Stewards.
2. Release time shall be scheduled in advance with permission from the immediate supervisor. Supervisors shall work with the Union in good faith to schedule release time in a manner that does not cause a disruption to Agency operations.
3. A list of the two (2) designated Shop Stewards shall be provided to Human Resources upon request, or at least once per year.
4. Local Union staff shall observe all safety rules and regulations of the Agency.

## Article 7 - Contracting Out

- A. In the event the Agency determines work currently assigned to a unit member is to be contracted out, the Agency agrees any such action will not displace any current employee covered under this Agreement.
- B. "Displacement" includes layoff, demotion, involuntary transfer to a new classification, involuntary transfer to a new work location or a location requiring a change of residence, and involuntary reductions in work hours.
- C. The Agency will agree to meet and confer with Teamsters Local 1932 and give notice as required by law if work assigned to a unit member is to be displaced due to contracted work.
- D. The Agency retains authority to contract out work and shall make every reasonable effort to perform normal Bargaining Unit work in-house, within the limitations and requirements imposed by law.
- E. The Agency shall consider the following factors before contracting out the work:
  - 1. The availability for Bargaining Unit employees to perform the work to be contracted out;
  - 2. Whether the available Bargaining Unit employees have the special skills and licensures to perform the project;
  - 3. Whether or not the work could be completed within time constraints applicable to the project;
  - 4. The availability of required materials and/or equipment necessary to complete the project; and/or
  - 5. The cost involved in performing the work in-house versus contracting out that work.


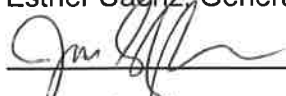
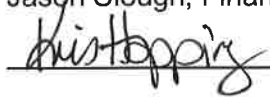
## Article 8 – Reopeners

During the term of this MOU, the parties agree not to reopen any article of this MOU unless the parties mutually agree to reopen a specific section or article.

## Article 9 - AGREEMENT

This agreement concludes all collective bargaining between the parties for the term of this agreement.

### Desert Water Agency

	11/17/2025
Esther Saenz, General Manager	Date
	11/17/2025
Jason Slough, Finance Director	Date
	11/13/2025
Kris Hopping, Human Resources Director	Date

### Teamsters Local 1932

	11/10/2025
Rich Smith, Business Agent	Date
	11/12/25
Christopher Broadhurst	Date
	11-13-25
Warren Pennington	Date
	11/12/25
CarolAnn Vega	Date