

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA**

AND

**THE MANAGEMENT AND PROFESSIONAL EMPLOYEES
ASSOCIATION OF
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA
MAPA /AFSCME Local 1001**

January 1, 2017 — December 31, 2021

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I. ADMINISTRATION

ARTICLE 1 — RECOGNITION

- 1.1 Pursuant to the Administrative Code (“AC”) of The Metropolitan Water District of Southern California (District), the Management and Professional Employees Association of The Metropolitan Water District of Southern California, MAPA/AFSCME Local 1001 (hereinafter “Association”) has been certified as the exclusive representative for employees in the Management Unit (“Unit 04”).
- 1.2 A. This Unit is comprised of employees occupying the classifications listed in Section 9.10 — Salary Schedules.
- B. Classifications listed in Section 9.10 — Salary Schedules, may be modified by mutual agreement by the Parties during the term of this Agreement or as provided in ARTICLE 7 — RENEGOTIATIONS or ARTICLE 46 — CLASSIFICATION STUDY.
- 1.3 For purposes of this Agreement, the term employee means an individual employed in a regular full-time, regular part-time, temporary full-time, temporary part-time, or recurrent position as defined by ARTICLE 34 — CATEGORIES OF EMPLOYMENT, unless modified by mutual agreement of the parties.
- 1.4 If the District develops a new classification, it shall make an initial determination as to the unit placement of that classification.
- 1.5 The District shall notify each affected employee organization of the development of a new classification and the District's initial unit placement, and upon request from the Association within 20 working days from the District's notice, shall consult with the Association concerning the unit placement of the new classification.

ARTICLE 2 — PROVISIONS OF LAW

- 2.1 It is understood and agreed that this Memorandum of Understanding (“Agreement”) is subject to all current and applicable federal and State laws and regulations in addition to District rules and regulations. The parties agree to abide by all such laws, rules, and regulations.

ARTICLE 3 — GENDER

- 3.1 Whenever the masculine or feminine form of any word is used in this Agreement, it also includes the other gender unless the context clearly indicates a contrary intent.

ARTICLE 4 — AUTHORIZED AGENTS OF THE PARTIES

- 4.1 For purposes of administering the terms and provisions of this Agreement or receiving any notice to be given hereunder: the District's representative shall be the District's Human

Resources Group Manager or the Manager's designee (address: The Metropolitan Water District of Southern California, Post Office Box 54153, Los Angeles, California 90054).

- 4.2 Association's representative shall be the Association President or the President's designee (address: Management and Professional Employees Association of The Metropolitan Water District of Southern California, MAPA/AFSCME Local 1001, c/o The Metropolitan Water District of Southern California, Post Office Box 54153, Los Angeles, California 90054).

ARTICLE 5 — TERM

- 5.1 The term of this Agreement shall commence upon approval of the Board of Directors, but shall be effective on January 1, 2017, and shall remain in full force and effect until December 31, 2021, and will thereafter continue in effect until the parties execute a successor Agreement or the Board of Directors takes action to modify the salary and benefits provided hereunder.

ARTICLE 6 — IMPLEMENTATION

- 6.1 It is agreed that the provisions of this Agreement are of no force or effect until ratified by the Association and duly adopted by the Board of Directors.
- 6.2 Once ratified by the Association and then adopted by the Board, each provision of this Agreement shall become effective on the date set forth in ARTICLE 5 — TERM, unless another implementation date is specified for a particular provision within the Agreement.

ARTICLE 7 — RENEGOTIATIONS

- 7.1 In the event that either party elects to renegotiate a successor Agreement, then within 150 to 120 days prior to the expiration of this Agreement, such party shall serve upon the other its written request to commence negotiations. Conversely, the parties may mutually agree to roll-over the existing Agreement for one-year. Each year thereafter, either party may request to commence negotiations on a successor Agreement no later than 120 days prior to the expiration of the Agreement, or, the parties may mutually agree to roll-over the Agreement for one additional year.
- 7.2 Negotiations shall begin no later than 30 days from the date of the first written request. Each party shall submit written proposals no later than the first negotiating session.
- 7.3 In the event that neither party has served upon the other a written request to commence negotiations, the current Agreement shall continue in full force and effect for one (1) year from the expiration date unless both parties mutually agree to reopen.
- 7.4 The parties agree to open the Agreement at Section 9.10, when the District requests to meet and confer on the following items to the extent such changes affect terms and conditions of employment:
- A. A revision of the duties of a current classification,

- B. The creation of a new classification,
- C. The elimination of a current classification,
- D. The salary of a new or revised classification.

No other Section of this Agreement shall be reopened except by mutual agreement unless otherwise specified in this Agreement.

If no agreement is reached on the items above, either party may declare impasse and the dispute shall be submitted to the State Mediation and Conciliation Service. The parties shall mutually select a Mediator to whom they will present their respective last and final proposals. The Mediator shall meet with the parties in an effort to assist with a resolution to the dispute.

ARTICLE 8 — FULL UNDERSTANDING

- 8.1 This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding these matters are hereby superseded or terminated in their entirety. However, except as modified herein, existing Metropolitan Water District Administrative Code provisions, resolutions, policies, general instructions, rules and regulations shall continue in full force and effect.
- 8.2 It is agreed and understood that during the term of this Agreement, each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other shall not be required to negotiate, with respect to those matters covered in this Agreement.
- 8.3 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by both parties hereto, and if required, approved and implemented by the District's Board of Directors. In particular, whenever there is a provision herein that a section of the District's Administrative Code shall be added, amended, or deleted, such provision shall not be binding until such addition, amendment, or deletion is approved by the District's Board of Directors.
- 8.4 The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of its terms and conditions.

II. SALARY AND SALARY RELATED

ARTICLE 9 — SALARIES

- 9.1 The salaries for classifications, shall be revised to those shown in Section 9.10 below. Salaries for select classifications shall be increased to the salary grades reflected in Section 9.10. An employee in one of the select classifications moving to a salary grade that is two (2) or more grades higher than his/her current salary grade, shall be placed at the salary step in his/her new range which corresponds to a two (2) salary step increase, effective the first

payroll period that includes July 1, 2016 (example: an employee currently at Step 10 in Salary Grade 60, would be placed at Step 10 in Salary Grade 62), provided that the employee received an overall rating of Meets Standards or higher on his/her most recent performance evaluation.

An employee in one of the select classifications moving to a salary grade that is one (1) grade higher than his/her current salary grade, shall be placed at the salary step in his/her new range which corresponds to a one (1) salary step increase, effective the first payroll period that includes July 1, 2016 (example: an employee currently at Step 10 in Salary Grade 60, would be placed at Step 10 in Salary Grade 61), provided that the employee received an overall rating of Meets Standards or higher on his/her most recent performance evaluation.

The resulting salary differentials between each job classification within the Association bargaining unit, as reflected in Section 9.10, shall be maintained at no less than 10% except as outlined below throughout the term of this MOU.

- 9.2 Each year during the term of this Agreement, beginning the first pay period following adoption of the Agreement by the Board of Directors, the Association shall select an across-the-board salary adjustment (including, but not limited to, any across-the-board: cost of living adjustments calculated either as a percentage or dollar amount, additional salary grades, additional salary steps, or lump sum salary payments), whether a net increase or a net decrease, negotiated by another Exclusively Recognized Employee Organization representing another bargaining unit, to be applied to all classifications within the bargaining unit represented by the Association, effective the same date that the adjustment was applied to the other bargaining unit.
- 9.3 If for a given year, the other Exclusively Recognized Employee Organizations negotiate different across-the-board salary adjustments, the Association shall select which of the across-the-board adjustments applies to the bargaining unit it represents for that year. The Association is not restricted to selecting the same bargaining unit from year to year. However, once the Association has made a selection for a particular year, such selection shall apply in the same manner and at the same time(s) as in the unit for which the across-the-board adjustment was negotiated.
- 9.4 If, in any given year after the Association has made its annual selection, one of the other Exclusively Recognized Employee Organizations negotiates a higher salary increase, the employees represented by the Association shall receive the difference between that higher salary increase, and the increase which the Association had previously selected (Example: If the Association selects AFSCME Local 1902's 2% increase on July 1st, but the Supervisors Association later negotiates a 3% increase effective September 1st, then the Association shall receive an additional 1% increase). However, in no event will the Association's salary increases exceed any other represented unit's salary increase. The intent is that the employees represented by the Association not receive a greater value from the salary increases selected by the Association as a result of compounding.
- 9.5 Any salary adjustments for a specific classification(s) negotiated by one of the other Exclusively Recognized Employee Organizations shall likewise be applied to any and all

classifications in the bargaining unit which the Association represents which are in the same Job Families, as reflected in Appendix A. The exception to this provision shall be if the salary adjustment for a specific classification(s) represented by one of the other Exclusively Recognized Employee Organizations does not diminish the salary differential to a classification(s) in the bargaining unit represented by the Association to less than 10.00%. The salary differential shall be calculated in percent as follows: [(Salary at the same step for the classification represented by the Association - salary at the same step for the classification represented by another Exclusively Recognized Employee Organization)/salary at the same step for the classification represented by the other Exclusively Recognized Employee Organization x 100].

- 9.6 The District's Board of Directors may, at any time, increase the salary schedule applicable to any specific classification represented by Association if the District's Board of Directors, in its sole discretion, determines the increase is justifiable.
- 9.7 Payday shall be every second Wednesday. If a payday occurs on a District Holiday, payment will be made on the preceding workday, if practicable. The District may make such changes in its rules and regulations as it determines to be necessary in regard to maintaining an every second Wednesday payday.
- 9.8 There will be no changes in the bi-weekly pay cycle without meeting and conferring with the Association.
- 9.9 The parties agree, for purposes of the Fair Labor Standards Act ("FLSA"), employees are Executive, Administrative or Professional, and therefore, are salaried employees rather than hourly employees. The hourly rates used below are for reference only.

9.10 Salary Schedules

Pay rate schedules as approved by the Board of Directors shall include pay rate grades and pay rate ranges consisting of minimum and maximum rates of pay for each position. New employees, upon entering District service, will be placed by the Human Resources Group Manager at a salary grade and step within the salary range (at least the minimum but not in excess of the maximum) appropriate for the classification and the applicant's qualifications. Pay rates for temporary employees in District service are the rates paid to regular employees in the same classifications.

SALARY GRADE	SALARY RANGE HOURLY (Effective 6/19/2016)	CLASSIFICATION
52	\$44.11 - \$57.78	Payroll Administrator
53	\$45.32 - \$59.38	Accounts Payable Administrator Principal Real Estate Representative
54	\$46.58 - \$60.95	Occupational Safety & Health Specialist Principal Systems Analyst
55	\$47.89 - \$62.58	Management Principal Administrative Analyst Principal Buyer Senior Information Systems Auditor
56	\$49.20 - \$64.36	Principal Information Technology Analyst Team Manager - Inventory Control Team Manager - Warehouse

SALARY GRADE	SALARY RANGE HOURLY (Effective 6/19/2016)	CLASSIFICATION
57	\$50.54 - \$66.07	Assistant Treasurer
58	\$51.92 - \$67.83	Inspection Trip Specialist Information Technology Specialist-Disaster Recovery Principal Auditor Principal Engineering Technician Principal Land Surveyor Principal Public Affairs Representative Senior Occupational Safety & Health Specialist Team Manager - Graphic Design Team Manager - Technical Writing
59	\$53.35 - \$69.69	Senior Architect Team Manager - Administrative Services Business Management Team Manager - Desktop Services Team Manager - External Affairs Business Management Team Manager - Facility Operations Team Manager - Financial Reporting and Plant Asset Team Manager - Geographic Information Systems Team Manager - Information Technology Business Management Team Manager - Information Technology Quality Assurance Team Manager - Land Planning and Management Team Manager - Reporting and Operations Team Manager - Procurement Team Manager - Professional Contracting Services Team Manager - Property Acquisition and Appraisal Team Manager - Property Management Team Manager - Real Property Business Management Team Manager - Records Management and Imaging Services Team Manager - Technical Assistance Team Manager - Water Resource Management Business Management Team Manager - Water System Operations Business Management
60	\$54.79 - \$71.59	Program Manager - Business Outreach Program Manager - Corporate Resources Program Manager - Emergency Management Program Manager - Real Property Program Manager - Power Scheduling and Trading Program Program Manager - Safety and Environmental Services Senior Engineer Team Manager - Business Applications Team Manager - Construction Management Team 2 Team Manager - Construction Management Team 4 Team Manager - Control Systems Applications Team Manager - Database Team Manager - Enterprise Applications Team Manager - Materials and Metallurgy Team Manager - Materials Testing and Inspection Team Manager - Operations Application Services Team Manager - Project Support Team Manager - Server Administration
61	\$56.28 - \$73.52	Inspection Trip Manager Team Manager - Pump Plant
63	\$59.38 - \$77.62	Information Technology Architect Information Technology Architect-Enterprise Software Principal Environmental Specialist

SALARY GRADE	SALARY RANGE HOURLY (Effective 6/19/2016)	CLASSIFICATION
		Principal Resource Specialist Program Manager - Web
64	\$60.95 - \$79.70	Assistant Unit Manager-Conveyance and Distribution Principal Architect Principal Engineer Team Manager - Chemistry Team Manager - Corrosion Control Team Manager - Engineering Administration Team Manager - Environmental, Health and Safety Site Support Team Manager - Health and Safety Program Support Team Manager - Limnology and Reservoir Team Manager - Microbiology Compliance Team Manager - Operations Control Center Team Manager - Quality Assurance Compliance Sampling Team Manager - Security Team Manager - Substructures Team Manager - Supply Acquisition Team Manager - Telecommunications Team Manager - Water Efficiency Unit Manager - Accounting Unit Manager - Apprentice and Technical Training Unit Manager - Document Services Unit Manager - Risk Management
65	\$62.58 - \$81.84	Team Manager - Construction Contracts Team Manager - Construction Management Team 1 Team Manager - Construction Management Team 3 Team Manager - Enterprise Water Systems Programs Team Manager - Environmental Planning Team Manager - Field Survey Team Manager - Geodetics and Mapping Team Manager - Hydraulics Team Manager - Information Technology Program Project Support Team Manager - Safety of Dams Team Manager - Technical Control Unit Manager - Audit Unit Manager - Facility Management Unit Manager - Fleet Services
66	\$64.36 - \$84.02	Program Manager - Bay-Delta Initiatives Program Manager - Budget Program Manager - Information Technology Program Manager - Press Office Program Manager - Safety and Environmental Compliance Program Manager - Water Resource Team Manager - Design Team Manager - Engineering Compliance Team Manager - Environmental Technical Services Team Manager - Facilities Planning Team Manager - Hydroelectric Engineering and Maintenance Team Manager - Maintenance Management Team Manager - Operations Compliance Team Manager - Program Management Treasurer Unit Manager - Application Services

SALARY GRADE	SALARY RANGE HOURLY (Effective 6/19/2016)	CLASSIFICATION
		Unit Manager - Budget Unit Manager - Contracting Services Unit Manager - Education Unit Manager - Information Security Services Unit Manager - Information Technology Project Planning Unit Manager - Property Planning and Acquisition and Appraisal Unit Manager - Resource Analysis Unit Manager - Revenue and Property Management
67	\$66.07 - \$86.38	Program Manager - Operations
68	\$67.83 - \$88.76	Section Manager - Business Outreach Section Manager - Customer and Community Services Section Manager - Legislative Services Section Manager - Media Services Section Manager - Member Services and Public Outreach Section Manager - Revenue, Rates and Budget Unit Manager - Construction Services Unit Manager - Conveyance and Distribution Unit Manager - Implementation Projects and Studies Unit Manager - Imported Supply Unit Manager - Information Technology Infrastructure Unit Manager - Manufacturing Services Unit Manager - Operations Planning and Programs Unit Manager - Power Support Unit Manager - Purification Unit Manager - System Operations Unit Manager - Water Quality Laboratory Unit Manager - Water Treatment Plant
69	\$69.69 - \$91.19	Program Manager - Engineering Unit Manager - Engineering Services Unit Manager - System Analysis
72	\$75.54 - \$98.93	Director of Information Technology Services Section Manager - Environmental Planning Section Manager - Operational Safety and Environmental Services Section Manager - Operations Support Services Section Manager - Power Operations and Planning Section Manager - Water Operations and Planning Section Manager - Water Resource Management
73	\$77.62 - \$101.66	Section Manager - Conveyance and Distribution Section Manager - Engineering Services Section Manager - Water Quality Section Manager - Water Treatment

ARTICLE 10 — TEMPORARY PROMOTION

10.1 For the purposes of this Article, temporary promotion is the full-time performance of a majority of the significant duties of a position in one (1) classification by an individual in a lower paid classification. The temporary promotion will be reflected in the employee's annual performance evaluation.

10.2 An employee who is temporarily promoted shall receive premium pay equal to an eight (8) % salary increase, provided that such increase is equal to or greater than the first step of

the pay grade of the classification to which the employee is temporarily promoted. If it is less than the first step of the classification to which the employee is temporarily promoted, then he/she shall receive premium pay equal to a 12% salary increase. The employee shall remain in the Management Unit and shall continue to receive the benefits provided for his/her original classification.

- 10.3 With the exception of medical leave, a position shall not be filled by a temporary promotion for more than 12 months, except by mutual agreement of the parties. An employee who has been in temporary promotion for more than 12 months will receive a two (2)-step increase (equivalent to 5.5%) in premium pay for each year the employee is in that temporary promotion, provided that the regular hourly rate plus the premium pay has not already exceeded the range established for the job classification of the temporary promotion. The Human Resources Group shall meet with the employee's management 30 days prior to the conclusion of each 12-month interval, to determine whether the temporary promotion continues to be necessary. If the determination is that the temporary promotion continues to be necessary, then prior to the conclusion of the 12-month interval, the District shall provide notice to the Association, and upon request meet in an attempt to reach mutual agreement on an extension of the temporary promotion.
- 10.4 An employee shall receive a temporary promotion effective the first full working day in the higher classification. Temporary promotion pay shall only be provided for those days in which the employee is actually performing a majority of the significant duties of the higher level classification.
- 10.5 An employee on a temporary promotion who receives a regular promotion to the same classification shall receive no less than a two (2)-step increase above the previous classification, provided it does not exceed the top step of the new salary grade. After receiving a regular promotion, the anniversary date for determining eligibility for the next merit increase will be the date the temporary promotion began.

ARTICLE 11 — DIRECT DEPOSIT

- 11.1 An employee shall directly deposit his/her net salary to one (1) or more banks of his/her choice via direct electronic paycheck deposit.
- 11.2 The specific procedures for implementing direct deposit shall be developed and implemented by the District.
- 11.3 The District will not impose any charge for direct deposit without first meeting and conferring with the Association.

ARTICLE 12 — STANDBY PAY DESERT TEAM MANAGERS

- 12.1 An employee is on Standby when he/she is required by management to be available for a call for his/her services while in a non-working status during off duty hours. Only employees in the classification of Team Manager - Pump Plant may be placed on standby.
- 12.2 An employee on Standby duty shall:

- A. Be ready to respond in a reasonable time to calls for his/her service;
- B. Be readily available at all hours by telephone, or other communication devices; and
- C. Refrain from activities which might impair his/her assigned duties upon call.

- 12.3 Employees who are assigned to standby will be paid Standby Pay Premium in the amount of 10 percent of his/her normal hourly rate for qualifying hours.
- 12.4 Employees who are assigned to standby and required to respond within 15 minutes, will be paid Standby Pay Premium in the amount of 15 percent of his/her normal hourly rate for qualifying hours.

III. LEAVE BENEFITS

ARTICLE 13 — ANNUAL LEAVE

- 13.1 The accrual schedule for annual leave with pay shall be as follows:

RANGE OF HOURS		ACCRUAL FACTOR FOR EACH HOUR	APPROXIMATION OF ANNUAL LEAVE HOURS
From	Through		
1	8,352	0.0386250	80
8,353	18,792	0.0574720	120
18,793	20,880	0.0616100	128
20,881	22,968	0.0652880	136
22,969	25,056	0.0689660	144
25,057	27,144	0.0731040	152
27,145	39,672	0.0767817	160
39,673	41,760	0.0804597	168
41,761	43,848	0.0842911	176
43,849	45,936	0.0881226	184
45,937	48,024	0.0919540	192
48,025	Last hour of total service	0.0957854	200

- 13.2 The maximum accrual of annual leave shall be 475 hours.
- 13.3 Once an employee's current credit of annual leave reaches 475 hours, the employee shall accrue no additional annual leave until the current credit is reduced below 475 hours.
- 13.4 If, on the last day of the payroll cycle that includes May 15 and November 15, an employee has current credit for more than 400 hours, the employee shall be paid for all hours in between 400 hours and the maximum set forth at Section 13.2 above. Such payment shall be made with the first paycheck in June and December as applicable.

- 13.5 It is the responsibility of employees not to exceed their maximum accrual.
- 13.6 The District shall be responsible for scheduling the annual leave periods of employees in such a manner as to achieve the most efficient functioning of the District. The District shall determine whether or not a request for annual leave will be granted. However, an employee's timely request for annual leave shall only be denied for good and sufficient business reasons.
- 13.7 If an employee's timely request to take annual leave is denied and such denial causes the employee's current credit for annual leave to exceed the applicable maximum, then the employee's accrual shall continue beyond the maximum for the next three (3) months. At the end of three (3) months the maximum will apply. During the three (3) months and with a timely request, the employee shall be allowed to take annual leave except in cases of extreme business emergencies.
- 13.8 Employees returning from leave for military service shall accrue annual leave at the rate appropriate to the total time of District employment plus military service. In addition, employees shall accrue annual leave at the rate appropriate to the total time of District employment provided they meet one (1) of the following conditions:
- A. Change from one (1) category of employment to another category of employment that is eligible for annual leave;
 - B. Return from a separation of employment from the District within 12 months of the separation; or
 - C. Return from a non-cause involuntary separation of employment from the District.
- 13.9 Any employee who separates from the District for any reason, shall be paid for all of his/her accumulated annual leave, if any, as soon as practicable after separation from active employment. If the employee should die, his/her estate shall be entitled to his/her pay for accumulated annual leave.

ARTICLE 14 — SICK LEAVE

- 14.1 All eligible employees shall accumulate sick leave with full pay at the rate of 0.0459780 hours for each hour of service.
- A. Such leave may be taken for absences from duty made necessary by an employee's:
 - (1) Incapacity due to illness.
 - (2) Incapacity due to injury.
 - (3) Incapacity due to pregnancy, childbirth, miscarriage, or abortion.
 - (4) Medical, dental or ocular examination or treatment, without incapacity, for which appointment cannot be made outside working hours.

B. Physician Certification

- (1) Normally, verification will not be required for short-term absences. A doctor's certification or other acceptable form of verification shall be required for all sick leave absences exceeding two (2) calendar weeks, and may be required for absences where there is doubt as to the employee's fitness to return to work or the employee's supervisor has a reasonable suspicion that there may be sick leave abuse. Notice of this requirement shall be given in advance in all cases of prior leave abuse.
- (2) A physician's certification authorizing an employee's return to work from an incapacity covered by this Section shall be reviewed by the District's medical support in the Workers Comp/Medical Screening Unit prior to the employee's return to work. An additional medical examination or testing may be required in order to determine whether the employee can safely perform his or her duties, or to determine appropriate work restrictions. The employee will be given advance notice in writing of the date, time, and place of the examination/testing and a general description of, and reason for, it. Such examination/testing will be done at District expense and on District time if the District requires it be conducted.

C. Notification of Sick Leave

In order to receive compensation while absent because of illness, injury, disability or special leave, the employee shall notify his/her immediate supervisor or designee prior to the start of the work shift, or as soon as practicable. The employee shall provide the reason for the absence and the estimated length of absence. If the length of the absence exceeds the original estimate, the employee shall promptly notify his/her supervisor or designee of the need for and length of additional leave.

D. Accumulation of Sick Leave

- (1) Accumulation of sick leave as of the end of the 24th pay period of each annual payroll cycle shall be limited to 1,000 hours of sick leave.
- (2) If at the end of the 24th pay period of any annual payroll cycle the total of accumulated sick leave exceeds the limitation on accumulation above, the excess accumulated sick leave shall, as soon as practicable after the end of the payroll period, be paid to the employee entitled thereto at the employee's hourly pay rate at the end of said payroll period for 52.2% of the excess accumulated hours of such sick leave.
- (3) Employees on military leave, either reserve, National Guard, or extended military service do not lose their accumulated sick leave credit.

E. Special Leave

Special leave with pay may be taken and charged against sick leave credits for an employee to care for the employee's ill or injured spouse, domestic partner, child, stepchild, parent, stepparent, brother, or sister. The total of such leave for each incident (e.g., illness, operation, birth) shall not exceed 48 hours. Satisfactory justification for the granting of special leave shall be as required by the Department Head or Group Manager.

- 14.2 Any employee who resigns, is laid off for lack of work or funds, or is removed for cause or retires under the provisions of the Public Employees' Retirement Law and has completed 10,440 hours without an involuntary interruption in District service may elect one (1) of two (2) options pursuant to Section 31.7 of this Agreement: The employee may elect to be paid at the employee's hourly pay rate for 52.2% of accumulated hours of sick leave in full at the time of separation with the remaining 47.8% converted to additional service credit, or, the employee may elect to have 100% of such accumulated hours converted to additional service credit.
- 14.3 If the employee should die before separation from employment, his/her estate shall be entitled to any severance value of his/her accumulated sick leave as if he/she had resigned on the date of death.

ARTICLE 15 — PERSONAL LEAVE

- 15.1 All eligible employees shall be entitled to 24 hours of personal leave with pay per calendar year. The District shall determine if personal leave will be granted. However, an employee's timely request for personal leave shall only be denied for good and sufficient business reasons.
- 15.2 In order to use personal leave an employee must have more than 1,044 hours of:
- A. Current service;
 - B. Total service if the employee has returned to service within 12 months of a separation from the District, including military service during the period of current service; or
 - C. Total service if the employee has returned to service following a non-cause involuntary separation from the District.

An eligible employee may take personal leave each calendar year which shall not be charged against any accumulated leave. With prior approval, such personal leave may be taken for any personal reason.

Use of personal leave to respond to a personal emergency does not require prior approval. A personal emergency is a circumstance that requires action that cannot be postponed. In such case, the employee shall notify his/her supervisor as soon as practicable. At that time, the employee shall also explain the general nature of the emergency.

- 15.3 Personal leave must be used in the calendar year in which it is received. Personal leave shall not be carried over into the year following the year in which it is received.

ARTICLE 16 — USE OF ACCUMULATED LEAVE – INDUSTRIAL INJURY

- 16.1 An employee injured in the scope and course of employment with the District may elect to take as much of accumulated sick leave, or accumulated annual leave, or disability leave, as when added to disability indemnity under Division 4 of the State Labor Code will result in a payment to the employee of not more than the hourly rate for 40 hours each week provided that sick leave shall be applied first, and that the order of application of annual leave and disability leave shall be at the option of the employee.
- 16.2 An employee using disability leave because of such an injury shall not be subject to Section 23.4B. When an employee uses such accumulated leave because of such an injury and the District is reimbursed by a third person for its damages by reason of such use, there shall be granted, for credit to the employee's sick leave, annual leave, or disability leave, such sick leave, annual leave, or disability leave equivalent to the amount so used or proportionately if each is reimbursed only in part.
- 16.3 If the District does not collect from the third person the full amount of the compensation paid and other damages for which it is liable to the employee and if the amount collected is not itemized so that there may be ascertained the amount collected in reimbursement for the sick leave, annual leave, or disability leave used, the amount received shall be credited to annual leave, sick leave, and disability leave in that order.

ARTICLE 17 — USE OF ACCUMULATED LEAVE – QUARANTINE

- 17.1 An employee who is quarantined may elect to take as much of the employee's accumulated sick leave or accumulated annual leave or accumulated compensating time off as is necessary to avoid loss of pay. Should the time lost exceed the sick leave, annual leave, and accumulated compensating time off, such excess shall be leave without pay.

ARTICLE 18 — LEAVE WITHOUT PAY

- 18.1 Leave without pay, except when necessitated by illness, injury, pregnancy, childbirth, miscarriage or abortion, may be granted by a Department Head or designee to an employee only after exhaustion of all accumulated annual leave. Leave without pay granted pursuant to this Section may not exceed 120 consecutive calendar days unless authorized by the Board for a longer period. Such leave may be terminated at any time by the employee's returning to work. An employee on such leave is entitled to the benefits of sick leave accumulated prior to his/her absence.
- 18.2 Leave without pay, when necessitated by illness, injury, pregnancy, childbirth, miscarriage or abortion, may be granted by the Department Head or designee to an employee for a period which, when added to the period of disability leave and to the interval between the exhaustion of accumulated sick leave and the beginning of disability leave, shall not exceed 3,132 hours, unless authorized by the Board for a longer period. Such leave shall be granted only after exhaustion of accumulated sick and disability leave, except that

disability leave need not be exhausted prior to the taking of leave without pay for the 40 hours specified in Section 23.4B. An employee who, due to illness or injury, has taken leave without pay under this Section in excess of 30 consecutive calendar days will be required to provide a physician's statement attesting to his/her fitness, based upon his/her normal duties pursuant to his/her job description, before returning to work.

18.3 Insurance Coverage for Leave Without Pay

- A. Any employee who is on leave without pay for a period of 30 or more consecutive calendar days will be permitted to continue coverage under a group insurance program if permitted under the terms of the program and if the employee pays the premiums required to maintain coverage for the duration of the absence.
- B. Notwithstanding Section 18.3A above, the District shall pay the premiums it would otherwise pay for any employee who is on leave without pay and is receiving temporary disability indemnity under Division 4 of the State Labor Code as a result of an injury incurred in the course and scope of District employment provided, however, said employee continues to pay his/her portion of said premiums. Any payment of premiums pursuant to this subsection shall terminate 30 calendar days after the final temporary disability indemnity payment is made.

ARTICLE 19 — BEREAVEMENT LEAVE

- 19.1 Upon the death of a member of an employee's immediate family, he/she shall be allowed such bereavement leave with pay as is actually necessary to take care of funeral arrangements or to attend the funeral, but not to exceed three (3) working days with regard to any such death within the State of California and not to exceed 40 working hours if the death occurs outside the State of California.
- 19.2 For the purposes of this Article, "immediate family" means spouse/domestic partner, or the employee's or spouse's/domestic partner's child, parent, brother, sister, stepparent, stepchild, grandparent, grandchild, aunt, or uncle. Domestic partner is defined under Administrative Code Section 6234.

ARTICLE 20 — FAMILY AND MEDICAL LEAVE

- 20.1 The District will provide family and medical leave for an employee as required by State law, and federal law.
- 20.2 For purposes of this Article, employee shall mean an employee who has at least one (1) year of service with the District and at least 1,250 hours active service during the one (1)-year period immediately preceding the commencement of the family and medical leave.
- 20.3 The following provisions set forth certain of the rights and obligations with respect to family and medical leave. Rights and obligations which are not specifically set forth or defined below are contained in the U.S. Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the California Fair

Employment and Housing Commission regulations implementing the California Family Rights Act (“CFRA”) (Government Code 12945.2).

- 20.4 Unless otherwise provided by this Article, “Family and Medical Leave” and “Leave” under this Article shall mean leave pursuant to the FMLA and CFRA.
- 20.5 An employee is entitled to a total of 12 weeks of Leave during any 12-month period to care for a newborn child, due to the placement of an adopted or foster child, to care for a child, parent, parent-in-law, spouse or domestic partner, or domestic partner's child or parent who has a serious health condition, or because of the employee's own serious health condition that prevents the employee from performing any one (1) or more of the essential functions of the employee's position. The 12-month period for calculating Leave entitlement will be the 12-month period measured backward from the date the employee uses any Leave.
- 20.6 An employee's entitlement to Leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.
- 20.7 An employee shall provide at least 30 calendar days written advance notice for foreseeable events. For events which are not foreseeable, the employee shall notify the District as soon as the employee learns of the need for the Leave, but no later than five (5) working days from learning of the event.
- 20.8 When the Leave is due to the health condition of the employee, the employee shall utilize Leave in the following order:
 - A. All sick leave;
 - B. Forty (40) hours of annual leave; if annual leave is exhausted the employee must choose to use other paid or unpaid leave to complete the 40 hours;
 - C. The employee has the option of using additional paid leave at full pay. If the employee chooses to use additional paid leave at full pay, it must be used in the following order:
 - (1) The balance of employee's annual leave
 - (2) Other paid leave.
 - D. If the employee elects not to use additional paid leave at full pay, then the employee shall utilize leave in the following order:
 - (1) 75% disability
 - (2) 50% disability
 - (3) Annual leave
 - (4) Other paid leave at the employee's option
 - (5) Unpaid leave.

- E. The exhaustion of the paid leave shall run concurrently with the Leave.
- 20.9 When the Leave is taken for the birth of a child of the employee, for the placement of a child with the employee for adoption or foster care or to care for a child, parent, parent-in-law, spouse or domestic partner, or domestic partner's child or parent who has a serious health condition, the employee shall utilize Leave in the following order:
- A. Special leave
 - B. Annual leave, other paid leave, or unpaid leave
 - C. The exhaustion of the paid leave shall run concurrently with the Leave.
- 20.10 If an employee takes sick leave or partial pay disability leave without requesting Family and Medical Leave, within two (2) days of the employee's return to work and advisement of the District concerning the purpose of the sick leave, the District shall make a determination as to whether the sick leave shall be considered Family and Medical Leave.
- 20.11 The District shall maintain coverage under any group health plan for the duration of the Leave at the level and under conditions that would have been provided had the employee been working. However, the District shall only maintain such group health plan coverage for such employee for up to 12 weeks within a 12-month period commencing with the start of the Leave.
- 20.12 An employee has the right to reinstatement to the same or a comparable position unless the employee is exempted from such right under the provisions of the FMLA or CFRA.
- 20.13 Any leave taken by an employee under the Fair Employment and Housing Act's provisions applicable to pregnancy-related disabilities cannot be counted against the 12-week limitation on family and medical leaves authorized under the CFRA.

ARTICLE 21 — LEAVE DONATION PROGRAM

- 21.1 Eligible employees may participate in either the Employee Emergency Leave Relief Fund, which is set forth in the Policy Guidelines at <http://intramet/Services/Benefits/Leave/EERF/EERFpolicy.pdf>, or the leave donation program set forth below.
- 21.2 General Provisions - the leave donation program is designed to provide a mechanism to assist employees who have exhausted paid leave due to a serious or catastrophic illness or injury. This program allows employees who accrue leave to donate accrued annual leave or sick leave hours to a specific employee who has exhausted his/her own available leave balances. Serious or catastrophic illness or injury is defined as an employee's own adverse medical condition which requires the employee to be absent from work for more than 20 consecutive work days, or a similarly debilitating illness or injury of the employee's parent (including in-law), grandparent, child, spouse or domestic partner.

21.3 Conditions

- A. To receive leave donations an employee:
- (1) Must have been employed in a regular position for a minimum of six (6) months or in a temporary/recurrent position for a minimum of 12 months and worked more than 1,250 hours in the previous 12 months;
 - (2) Must be absent from work due to his/her own catastrophic illness or injury for more than 20 consecutive work days (as verified by a physician's statement) or be absent from work for more than 20 consecutive work days in order to attend to an ill or injured parent (including in-law), grandparent, child, spouse or domestic partner (as verified by a physician's statement); and,
 - (3) Must have exhausted all applicable leave balances, including sick leave (if related to an employee's own illness), personal leave, special leave, disability leave and annual leave; except however, the General Manager may approve the solicitation/acceptance of leave donations prior to all balances being exhausted, when the physician's statement and leave balances indicate the probable exhaustion of balances within two (2) pay periods.
- B. Donations are:
- (1) Voluntary;
 - (2) Made from accrued annual leave, personal leave, and sick leave balances in whole hour increments but for a minimum of eight (8) hours; A donor may donate all accrued annual leave and personal leave but must retain at least 80 hours of sick leave in his/her own sick leave account;
 - (3) Irrevocable; If any donated hours remain at the end of the recipient's catastrophic leave, the recipient may retain up to 80 hours, and the remaining hours shall be transferred to the leave transfer pool; and,
 - (4) Subject to taxes in accordance with applicable Internal Revenue Service ("IRS") and State law, and may be subject to withholding as required by law.
- C. The total donations received into an employee's annual leave balance normally shall not exceed 320 hours; provided however, that donations in excess of 320 hours may be considered and approved by the General Manager. Donations attempted in excess of the maximum shall not be taken. Such donations shall not be eligible for payout above the maximum annual leave accrual.
- D. Upon approval of a request for donations from an employee or his/her guardian if employee is incapacitated, the Human Resources Group shall, at the employee's (or guardian's) request, post a notice of the eligible employee's need for donations on

District bulletin boards accessible to employees and/or via e-mail. Confidential medical information shall not be included in the notice.

- E. Donations shall be administered according to procedures established by Human Resources and requested on a form prescribed by the Human Resources Group. Signed approvals of the receiving and donating employees must be properly provided before a donation is processed.
- F. Nothing in this Article shall be construed to modify the employment relationship between the District and the receiving employee, or to restrict the District's management rights. Neither shall this Article modify existing District rules, policies or agreements regarding unpaid leaves of absence or family medical care leave.

ARTICLE 22 — MILITARY LEAVE

- 22.1 Every employee who is a member of the National Guard or Naval Militia, or a member of the reserve corps or force in the federal military, naval or maritime service, shall be entitled to military leave in accordance with the applicable provisions of the Military and Veterans Code of the State of California and federal law. The present law provides, in general, that a person having one (1) year or more of service with the District is entitled to military leave with pay for a period not exceeding 30 calendar days per fiscal year. The military service time of a new employee who comes to the District directly from military service may be applied to the one (1)-year employment requirement necessary to the granting of military leave.
- 22.2 Veterans are entitled to reinstatement if their service does not exceed five (5) years in the military (or longer if involuntarily retained). Employees on military leave do not lose their accumulated leave credits. The District will restore the veteran to employment as though no interruption of District service has occurred. The District will apply all general pay adjustments enacted by the Board to the old base salary as though the veteran had not been absent. The veteran need not be returned to the former position but will be given a position of status and pay equivalent to the former position. Although the veteran earns no leave while absent on military leave, neither does the veteran lose any leave balances while absent on military leave. Military service time is added to the length of District service for purpose of computing the rate at which a returning veteran will earn leave.

ARTICLE 23 — DISABILITY LEAVE

- 23.1 Subject to the maximum accumulation stated below, employees shall accumulate disability leave with partial pay equal to the number of hours hereinafter indicated.

Working Hours Credited Not to Exceed the Maximums Hereinafter Stated:

At each of these service hour points	Hours of 75% Leave	Hours of 50% Leave
1,040 hours	48	48
2,080 hours	48	48
4,160 hours	48	48
6,240 hours	48	48
8,320 hours	88	88
10,400 hours	40	40
Each subsequent 2,080 hours	40	40

- 23.2 The total number of hours of accumulated disability leave shall not exceed 800 hours at 75% of full pay and 800 hours at 50% of full pay. Total service shall include all time spent in the employ of the District, excluding time spent on disability leave and leave without pay.
- 23.3 Employees returning from leave for military service shall earn disability at the rate appropriate to the total time of District employment plus military service. In addition, employees shall accrue disability leave at the rate appropriate to the total time of District employment provided they meet one (1) of the following conditions:
- A. Change from one (1) category of employment to another category of employment that is eligible for disability leave;
 - B. Return from a separation of employment from the District within 12 months of the separation; or
 - C. Return from a non-cause involuntary separation of employment from the District.
- 23.4 Disability leave may be taken only after exhaustion of all accumulated sick leave and subject to the following conditions:
- A. Disability leave may be taken only in the event of the employee's disability due to illness, injury, pregnancy, childbirth, miscarriage, or abortion.
 - B. Except as provided in ARTICLE 16 — USE OF ACCUMULATED LEAVE —INDUSTRIAL INJURY, an employee shall not be entitled to disability leave until 40 hours shall have elapsed following the exhaustion of accumulated sick leave.
 - C. Medical or other certification in form acceptable to the employee's Department Head shall be furnished within five (5) working days of the commencement of a period of claimed disability leave and shall be renewed at intervals not exceeding 30 calendar days after the date of the initial or any subsequent certification until termination of the disability leave, or as otherwise determined by the Department Head.

- D. Disability leave shall be taken by first exhausting disability leave payable at the rate of 75% of full pay and thereafter exhausting disability leave payable at the rate of 50% of full pay.
 - E. No added disability leave shall be credited during any period when an employee is on disability leave.
 - F. Disability leave shall terminate on the date of retirement or on the date employment is terminated, whichever comes first.
 - G. Except as provided in ARTICLE 16 — USE OF ACCUMULATED LEAVE —INDUSTRIAL INJURY, an employee who is on disability leave shall not be entitled to take annual leave until the exhaustion of disability leave or the termination of disability, whichever comes first.
- 23.5 An employee who has taken less than all the accumulated disability leave and then returns to work, may, after using any accumulated sick leave and subject to the conditions of Section 23.4 above, take the remaining disability leave together with any disability leave credited since returning to work for a recurrence of the same disability or for any other disability.
- 23.6 An employee who has taken any part or all of accumulated leave shall, upon returning to work, accumulate disability leave as if the employee's total service, as that term is defined in Section 23.2 above, commenced on the date of return to work. In no event shall accumulated disability leave earned either at the rate of 75% of the hourly rate or at the rate of 50% of the hourly rate exceed the amount of accumulated disability leave in either category determined with regard to an employee's total service from the date of first employment with the District. Nevertheless, in the event that any employee with 4,160 or more hours of total service returns having exhausted all 75% and 50% disability leave allotment, said employee shall be credited with 48 hours disability leave payable at the rate of 75% of the hourly rate and 48 hours disability leave payable at the rate of 50% of the hourly rate on the day of returning to work provided such crediting of disability leave occurs only once in any 1,040 hours.
- 23.7 An employee who has been employed by the District and is re-employed shall not be entitled to disability leave prior to completion of 1,040 hours of total service after such reemployment. The employee shall then be credited with accumulated disability leave corresponding to the employee's total service, and shall thereafter accumulate disability leave corresponding to the employee's total service. In no event shall such employee have accumulated disability leave exceeding that which would have accumulated as determined under Section 23.6 above.
- 23.8 An employee who is on annual leave or leave without pay and who is authorized to take sick leave and who thereafter exhausts accumulated sick leave shall be entitled to disability leave in the same manner as if the employee had been on working status at the time sick leave commenced.
- 23.9 An employee who has taken disability leave in excess of 30 calendar days will be required

to provide a physician's statement attesting to the employee's fitness, based upon the employee's normal duties stated in the job description, before returning to work, and may be subject to medical examination. Such examination will be done at District expense and on District time if the District requests that it be conducted by District-selected medical personnel.

23.10 For the purpose of this Article, a District Holiday falling within any period of disability leave shall be deemed to be a full working day.

23.11 Annual and sick leave shall not accrue during periods of disability leave.

ARTICLE 24 — JURY DUTY LEAVE

24.1 All employees are eligible for jury duty leave with pay when required by any legally constituted court to appear for examination or jury service.

24.2 The employee shall promptly notify his/her supervisor of his/her jury summons.

24.3 In order to qualify for paid jury duty leave, employees are required to furnish proof of attendance in a manner prescribed by the General Manager.

24.4 An amount equal to the per diem or fees paid by the court to the employee will be deducted from the employee's pay. No deduction will be made for the value of mileage allowances, meals or lodging furnished by the court.

24.5 In the absence of proof of attendance, an employee will be required to use such other leave as is prescribed by his/her Department Head.

24.6 Employees assigned to the night shift shall be assigned to the day shift. The day shift assignment shall be the same work schedule and shall span a full rotation that covers the period of jury duty. Thus, after being released from jury duty, the employee will return to his/her normal rotation following completion of regularly scheduled days off.

24.7 In those cases in which an employee is released by the court at 12:00 noon or earlier, the employee will report for work and complete the balance of the shift. The employee will be given reasonable commute time in order to report to work. The employee will also be entitled to an unpaid meal period.

IV. BENEFITS AND REIMBURSEMENTS

ARTICLE 25 — BENEFITS (INCLUDING HOLIDAYS)

25.1 Unless otherwise specified hereinafter, the benefits provided within this Agreement shall be available to employees. Such benefits shall be in addition to other benefits provided by the District's Administrative Code or by other rule or regulation of the District, which benefits, unless expressly referred to in this Article, shall remain unchanged during the term of this Agreement.

25.2 Except as otherwise provided, during the term of this Agreement, employees shall be entitled to the terms and conditions of employment provided for in Administrative Code sections 6200 through 6266, as well as 6520, 6524, 6528 through 6529, and 6564, as they are currently applicable to such employees. Changes in such Administrative Code provisions which are within the scope of representation, as defined in Administrative Code Section 6101(q), shall only be applicable to the unit if an agreement so providing is entered into between the District and the Association.

25.3 During the term of this Agreement beginning the first pay period following adoption of the Agreement by the Board of Directors, the Association shall select any adjustment in the specific benefits and reimbursements listed in II (Article 10), III (Articles 13 through 24), IV (Articles 25 through 44), and VIII (Article 68) as negotiated by one of the other Exclusively Recognized Employee Organizations, whether such adjustment represents an increase or decrease to benefit and/or reimbursement levels received by employees represented by the Association. The Association reserves the right to re-open negotiations on any new benefit or reimbursement not listed under, or reasonably construed to be governed by, II, III, IV, or VIII (Articles 10, 13 through 44, and 68), which is negotiated by another Exclusively Recognized Employee Organization.

It is the intent of the parties that the Association be able to select increases to benefits and reimbursements, such that the benefits and reimbursements package does not lag behind the benefits and reimbursements packages negotiated by the Exclusively Recognized Employee Organization for any of the other bargaining units. However, it is also the intent of the parties that the benefits and reimbursements package selected by the Association not exceed the package negotiated by the Exclusively Recognized Employee Organization for one of the other bargaining units. Accordingly, the parties agree that decreases to specific benefits and reimbursements shall be governed as follows: if all of the other Exclusively Recognized Employee Organizations negotiate the same decrease(s) to the same benefit(s) and reimbursement(s) for a particular year, then such decrease(s) shall apply to the bargaining unit represented by the Association as well.

If all of the other Exclusively Recognized Employee Organizations negotiate decreases to benefits and reimbursements for a particular year, but such decreases are not to the same benefit(s) and reimbursement(s), then the Association shall select the benefit and reimbursement decreases applied to one of the other bargaining units.

If one of the other Exclusively Recognized Employee Organizations negotiates decreases to benefits and reimbursements for a particular year, but the others do not, then the Association shall not be required to select a benefits and reimbursements decrease. However, if that same Exclusively Recognized Employee Organization negotiating benefit and reimbursement decreases also negotiates increases to other benefits or reimbursements (e.g., as part of a quid pro quo agreement), while the other Exclusively Recognized Employee Organizations do not, then the employees represented by the Association shall not be eligible for the benefit and reimbursement increases, without also partaking in the corresponding benefit and reimbursement decreases.

Such selection shall be limited to the benefit and reimbursement adjustments negotiated by the other Exclusively Recognized Employee Organizations for the target fiscal year. The

Association is not restricted to basing its selection of each benefit and reimbursement adjustment on the same bargaining unit in any year or from year to year. However, once the Association has made a selection for a benefit or reimbursement for a particular year, such selection shall apply in the same manner and at the same time as in the unit for which the other Exclusively Recognized Employee Organization negotiated the benefit or reimbursement adjustment.

25.4 **Holidays**

Employees shall be entitled to leave of absence without loss of pay on all Holidays. When a Holiday falls on an employee's scheduled day off, the Holiday shall be deemed to fall on the employee's next scheduled working day if the Holiday is on a Sunday or Monday. Otherwise, the Holiday shall be deemed to fall on the employee's last scheduled working day preceding the Holiday.

The District shall observe the following Holidays:

New Year's Day	1 st of January
Martin Luther King Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Cesar Chavez Day	31 st of March
Friday before Easter	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	4 th of July
Labor Day	1 st Monday in September
Veterans Day	11 th of November
Thanksgiving Day	November (the day of Thanksgiving as proclaimed by the State of California)
Day after Thanksgiving Day	November (the day after the day of Thanksgiving as proclaimed by the State of California)
Day before Christmas Day	24 th of December
Christmas Day	25 th of December
Day before New Year's Day	31 st of December

A Holiday shall be the same length as the workday.

ARTICLE 26 — MEDICAL INSURANCE

- 26.1 The District shall continue to provide medical plans maintained by the Public Employees' Retirement System ("PERS").
- 26.2 The District's monthly contribution shall be equal to 100% of the total premium of the PERS Choice or Health Maintenance Organization ("HMO") medical plans, whichever is higher, but shall not exceed the monthly premium for the medical plan selected by the employee.
- 26.3 Employees who wish to retain PERSCare coverage and who retire on or before January 1, 2012 shall be kept whole for any out-of-pocket premium costs (up to 90% of the PERSCare

premium).

- 26.4 Employees who were enrolled in PERSCare during 2011 and who switched to one (1) of the HMO plans or PERS Choice shall continue to receive a cash incentive equal to:

Employee Only:	\$172/month
Employee + 1 Dependent:	\$343/month
Employee + 2 or More Dependents:	\$445/month

The District shall not provide reimbursements of out-of-pocket prescription expenses for employees in the Desert Region enrolled in the PERS Choice medical plan.

- 26.5 An employee who opts out of District provided medical insurance will receive \$125 per month (\$1,500 per year), provided the employee provides proof of alternative medical insurance coverage.
- 26.6 If subsequent to December 31, 2021, the insurance premium increases and the parties have not agreed to an increased District contribution, then the District's contribution shall remain at the dollar amount in effect on December 31, 2021 for calendar year 2023. Such contributions shall continue at that dollar amount until the parties agree in writing to change the District's contributions.
- 26.7 The parties agree to establish a Health Benefits Advisory Committee, at the request of either party. The Committee will examine such issues as benefit levels, plan design, administration, and cost containment. Committee recommendations will be presented to the parties for their use in negotiations for a successor Agreement.

In addition, the parties agree to work cooperatively to present Association members with information comparing benefits under the PERS Choice plan with those under the PERSCare plan.

ARTICLE 27 — DENTAL INSURANCE

- 27.1 The District shall continue to provide dental insurance, to an annual maximum of \$2,500 per year per covered person. The dental insurance provider shall not be changed without mutual agreement of the parties.
- 27.2 The District shall pay the entire premium for each employee and qualified dependents to the age of 26.
- 27.3 Any reserve funds developed under the policy may be applied towards paying the premium of any policy obtained in accordance with this Agreement.

ARTICLE 28 — VISION INSURANCE

- 28.1 The District shall continue to provide a vision care program at the benefit level in effect on June 17, 2000. The vision insurance provider shall not be changed without mutual agreement of the parties.

- 28.2 The District shall pay the entire premium for each employee.
- 28.3 An employee has the option to purchase family coverage through the program at his/her own expense for dependents to the age of 26.

ARTICLE 29 — LIFE INSURANCE

- 29.1 The District shall provide \$77,000 of group life insurance for each regular full-time employee.
- 29.2 An employee shall continue to have the option of purchasing additional insurance at his/her own expense.

ARTICLE 30 — LONG TERM DISABILITY INSURANCE

- 30.1 The District shall provide long-term disability insurance to all employees. The insurance shall provide a benefit of \$1,000 per month, but not to exceed 60% of the employee's monthly salary. The benefit shall commence 180 days after the employee's disability commences and shall expire two and one-half (2 1/2) years after commencement, unless the employee's disability terminates sooner. The District's insurance carrier shall determine eligibility including whether an employee is disabled. Pre-existing conditions shall be excluded from coverage. The District shall have the right to change carriers and coverage so long as the replacement insurance is at least as advantageous as the initial insurance described above. Irrespective of any change, the District's obligations in regard to furnishing long-term disability insurance shall not be increased.
- 30.2 An employee shall have the option of purchasing additional insurance at his/her own expense.

ARTICLE 31 — RETIREMENT

- 31.1 An eligible employee shall have the option of retiring from the District according to the contract the District has with PERS to provide what is commonly called "Local Miscellaneous 2% @ 55" retirement, plus other contracted optional benefits. Employees hired on or after January 1, 2013 who are "new" PERS members as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA) shall be eligible to retire under the Local Miscellaneous 2% @ 62 retirement formula.
- 31.2 Except as provided below, the District pursuant to the Administrative Code shall continue to contribute to PERS as Employer Paid Member Contribution ("EPMC") seven (7) of the total seven (7) % of normal member contributions to PERS for employee retirement. Further, such EPMC shall be reported to PERS as special compensation so that it will be included in "compensation earnable" for employee retirement purposes.

Employees hired on or after January 1, 2012 and deemed "classic" members as defined by PEPRA shall contribute the full seven (7) % percent normal member contribution to PERS for the first five years of employment. For such employees, there shall be no EPMC reported to PERS as special compensation. Upon completion of five years of total service,

as defined by “service date,” the District shall pay the same contribution to PERS as EPMC as existing employees, who are PERS “classic” members. A Benefits Service Date will be used to track an employee’s anniversary “service date” for eligibility, and all time on the District’s payroll as an employee (including “non-PERSable” time, such as working as a Student Intern, or as a Recurrent employee) will be counted towards the five years. Moreover, breaks in service, regardless of length, will be adjusted for under the Benefits Service Date to track all time worked.

- 31.3 Employees hired on or after January 1, 2013 and who are “new” PERS members as defined by PEPRA shall contribute a member contribution of 50% of the normal cost of the Local Miscellaneous 2% @ 62 retirement plan. For such employees, there shall be no EPMC reported to PERS as special compensation.
- 31.4 The contributions referenced above are based upon authority from PERS and upon tax treatment permitted by the IRS under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.
- 31.5 Section 31.2 shall be operative only so long as the District's EPMC continues to be excluded from the gross income of the employee under the provisions of the Internal Revenue Code. If the aforesaid provision becomes inoperative, the District shall contribute to PERS the amount required to decrease the contribution of each employee within the bargaining unit represented by the Association hired before January 1, 2012 by: seven (7) % of the covered compensation paid such employee.
- 31.6 Such contributions shall be paid from the same source of funds as used in paying wages to the affected employees. The employee does not have the option to receive the District contributed amount paid pursuant to this Section directly instead of having it paid to PERS.
- 31.7 **Conversion of sick leave to additional service credit**
 - A. Effective December 1, 1990, the District amended its contract with PERS to provide that the unused accumulated sick leave when certified by the District, at time of retirement may be converted to additional service credit at the rate of 0.004 year of service credit for each day of unused sick leave, as set forth in Government Code Section 20965.
 - B. An employee eligible to obtain service credit under Government Code Section 20965 may substitute all or 47.8% of the accumulated hours of sick leave for service credit for retirement purposes.
- 31.8 The District shall continue to provide the PERS Level 4 Survivor Benefit.
- 31.9 Effective January 1, 2012, the District shall implement the schedule for post-retirement health benefits contained in Government Code Section 22893(a). The application of this

schedule shall be subject to the provisions of Government Code Section 22893, and the schedule will solely apply to employees hired after the schedule becomes effective pursuant to PERS laws and regulations. Pursuant to Government Code Section 22893(a)(6), an employee hired prior to the schedule becoming effective may elect to be subject to the schedule.

ARTICLE 32 — DEFERRED COMPENSATION

- 32.1 The District shall provide a matching contribution, on behalf of each employee who is a participant in the savings plan provided for in Administrative Code, Division VI, Chapter 7, Article 6. The District's matching contribution shall be in the amount of one (1) dollar for each dollar contributed by the employee in accordance with a compensation-reduction election made by the participant pursuant to Administrative Code Section 6785(a), subject to the following limits.
- 32.2 During the term of this Agreement, the maximum District matching contribution shall not exceed four and one-half (4 1/2) % of the total of the employee's cash compensation and salary reductions permitted under sections 401(k), 414(h), and 457 of the Internal Revenue Code during that year (total cash compensation).
- 32.3 This Article shall only be operative to the extent that the District can make matching contributions and maintain compliance with the Internal Revenue Code and District's Savings Plan regulations. If this Article becomes inoperative, then either party may, on 30 days' notice, notify the other party of its desire to amend this Agreement as a result of such event. Upon expiration of such notice, both parties shall meet and confer in good faith pursuant to Division VI, Chapter 1 of the Administrative Code.

ARTICLE 33 — SOCIAL SECURITY ALTERNATIVE

- 33.1 The District shall provide an alternative to Social Security for part-time, seasonal and temporary employees as defined in the Internal Revenue Code. The District met with representatives of the Association for the purpose of selecting an alternative. The parties agreed that the District's 457 program would be the alternative.

ARTICLE 34 — CATEGORIES OF EMPLOYMENT

- 34.1 The District agrees to the following categories of employment:

A. Regular full-time

Employees working a 40-hour week for an indefinite period of time. A regular full-time employee will receive all benefits for which he/she is eligible.

B. Regular part-time

Regular employees who work a regular schedule of at least 20 hours per week but less than 40 hours per week. Employees in this category may job share. PERS membership and health benefit (Public Employees' Hospital and Medical Care Act

["PEHMCA"]) regulations are applicable. Regular part-time employees who are hired to work a 20 to 39-hour week will be provided with all the terms and conditions of this Agreement unless otherwise specified, on a prorated basis (leave accrual will be effectively prorated by the number of hours worked). Notwithstanding the above, a regular part-time employee who is employed as of the date of implementation of this Agreement and is receiving full health insurance benefits, shall continue to receive such benefits for the duration of his/her employment as a regular part-time employee.

C. Temporary full-time

Employees who are hired for a specified limited time and who work a 40-hour week. PERS membership and health benefit (PEHMCA) regulations are applicable. Temporary full-time employees may participate in the 401(k) and/or 457 programs subject to meeting the eligibility criteria provided in the Administrative Code. All temporary employees are entitled to receive all Holidays as provided for by this Agreement. Temporary full-time employees are not eligible for any other benefits.

D. Temporary part-time

Employees who are hired for a specified limited time and who work less than a 40-hour week. PERS membership and health benefit (PEHMCA) regulations are applicable. Temporary part-time employees may participate in the 401(k) and/or 457 programs subject to meeting the eligibility criteria provided in the Administrative Code. Temporary part-time employees are not eligible for any other benefits.

E. Recurrent employees

Employees hired for an indefinite period of time on an irregular basis, such as intermittent, emergency, or on-call. PERS membership and health benefit (PEHMCA) regulations are applicable. Recurrent employees will be provided with all the terms and conditions of this Agreement unless otherwise specified, on a prorated basis (leave accrual will be effectively prorated by the number of hours worked). Notwithstanding the above, a recurrent employee who is employed as of the date of implementation of this Agreement and is receiving full health insurance benefits, shall continue to receive such benefits for the duration of his/her employment as a recurrent employee.

34.2 Employees who move from one (1) category of employment to another or who are involuntarily separated from service and return to service shall not have their service hours reset for the purposes of benefit accrual.

ARTICLE 35 — TRAVEL EXPENSES AND TRAVEL TIME

35.1 Travel expenses shall be authorized and paid as provided in this Article and the relevant sections of the Administrative Code (see AC 6320 et. seq.). It is the intent of the parties to

fairly and properly reimburse an employee for additional expenses and pay for additional travel time.

35.2 The following definitions shall apply to this Article.

- A. *Per Diem* — Paying the employee the negotiated dollar amount for room, board, and incidental expenses. Itemization of expenses is not required.
- B. *Actual Expenses* — Reimbursing the employee for the total actual costs for room, board and incidental expenses related to the conduct of District business. Expenses of \$25 or less need not be accompanied by supporting documentation. An employee will not be reimbursed for alcohol.
- C. *Regular work location* — Primary assignment to a specific work location.
- D. *Temporary work location* — Any work location other than an employee's regular work location. An employee may be assigned to a temporary work location for more than three (3) years by mutual agreement.
- E. *Incidental Expenses* — Other reasonable expenses while conducting District business including but not limited to transportation, tips, laundry services, telephone calls (including calls to family), conference room fees, fees for copying, parking fees, gasoline, fees for fax machine or computer usage, and toiletries.

35.3 **Work Location**

The District has the option to assign an employee to a temporary work location (Section 35.4); or a new regular work location (Section 35.5).

35.4 **Temporary Work Location**

- A. If an employee is assigned to a temporary work location, the District has the option of:
 - (1) Requiring the employee to commute. For purposes of this Section, a commute is measured from home to the worksite (i.e. portal to portal).
 - (2) Providing room and board at a District facility or through assigned public accommodations with reimbursement of eligible expenses.
 - (3) Placing the employee on overnight travel status as provided in Division 6, Chapter 3, Article 2 of the Administrative Code and below at Subsection D.
- B. If an employee is required to commute from home to a new temporary work location, and the new work location causes a longer commute, then the District has the option of supplying a vehicle or paying mileage, as provided in Section 35.5 below, for the added distance.
- C. If the commute referred to in Subsection B above is done on non-work time, then the time needed for the added distance shall be reported as time worked. Such time

shall be calculated by dividing the added distance by 40 miles per hour. In special circumstances, e.g., the distance is shorter but the commute is longer, the added travel time shall be determined by agreement between the employee and the supervisor.

D. Overnight Travel Status

- (1) If the employee is placed on overnight travel status, the District must either reimburse the employee's actual expenses or pay "Per Diem Subsistence." The District shall provide a cash advance upon an employee's request in an amount not to exceed that estimated for the expected length of the overnight travel status. In instances when travel is expected to exceed 30 days, the approval of the Group Manager is required.
- (2) For each day an employee is on overnight travel status, Per Diem Subsistence shall be \$150. If an employee is not required to work for more than half of the day on the last day of the assignment, per diem subsistence shall be \$75 on the last day of travel status.
- (3) An employee will be placed on overnight travel status at the start of the assignment and taken off at the end of the assignment.
- (4) An employee on overnight travel status will be allowed one (1) round trip per assignment. If the assignment lasts longer than one (1) week, the employee will be allowed one (1) round trip per week.
- (5) If an employee brings a family member or guest on overnight travel status, the employee is responsible for payment of the family member's or guest's charges for lodging, meals, and incidental expenses.

35.5 Regular Work Location

- A. If an employee's regular work location is changed and, the new work location causes a longer commute, then the District has the option of either providing a vehicle or paying mileage for the additional mileage.
- B. The total period of transportation assistance, i.e., mileage or use of a District vehicle, to any employee reassigned to a new regular work location shall not exceed 12 months.
- C. The furnishing of transportation assistance shall not preclude reimbursement for relocation expenses.
- D. If the employee sells or vacates his/her residence of record during the 12-month period of eligibility for transportation assistance, such assistance shall immediately stop.

ARTICLE 36 — MILEAGE REIMBURSEMENT

36.1 Mileage reimbursement for employees using their personal automobiles for District business shall be deemed to include all costs, including gas, oil, tires, insurance, maintenance, and depreciation and shall be at the current IRS published rate. Such rate will not be implemented retroactively.

ARTICLE 37 — TOOLS

37.1 All required tools shall be provided by the District.

ARTICLE 38 — DISTRICT HOUSING

District housing has been established to provide emergency and rapid response.

38.1 Employees renting District-owned residences at Gene Village, shall pay a monthly rental calculated at six and one-half (6.5) cents per square foot of living space. Employees renting District-owned residences at the Iron, Eagle and Hinds villages shall continue to pay a monthly rental calculated at five (5) cents per square foot of living space. Employees renting District-owned residences at all locations other than those mentioned above shall pay a monthly rental calculated at six and nine-tenths (6.9) cents per square foot of living space. Living space is defined as the area within the outside perimeter of the house, excluding screened-in porches, garages, and cooler or air-conditioning rooms, but including service porches, enclosed porches and utility rooms.

38.2 In addition to the above-stated rental rates, employees renting District-owned garages at Iron, Eagle, Hinds, and Gene villages shall pay \$4.30 per month for such rental. Employees renting District-owned garages at all other locations shall pay \$4.50 per month for such rental.

38.3 Utility charges and costs incurred in District housing shall be paid by the District. To the extent any monetary benefit is conferred on an employee by this Article, that benefit shall not be considered compensation for purposes of the FLSA.

ARTICLE 39 — RIDESHARE AND PARKING

39.1 There will be no changes to the current rideshare program including vanpools, carpools, rapid transit, and parking without meeting and conferring with the Association.

39.2 The maximum reimbursement for rideshare is \$125 per month.

39.3 An employee who participates in the rideshare program will be given a ride home in the event that an unplanned emergency or District directed work prevents him/her from using normal rideshare transportation methods.

ARTICLE 40 — TUITION REIMBURSEMENT

40.1 An employee shall be eligible for tuition reimbursement at the rate of 100% of the total

costs of authorized expenses to a maximum of \$9,000 per calendar year. Authorized expenses shall be for tuition, books, registration, institutional imposed access charges, and lab costs for all classes and/or degreed curriculum programs related to District work.

ARTICLE 41 — PAYMENT FOR LICENSES

41.1 The District shall reimburse employees for licenses or certification fees including renewals that are required by the District or the State for the performance of the employee's job duties, with the exception of Class C driver's licenses. Employees will also be paid for any time spent receiving instruction or taking tests to obtain a license or certificate required by the District for the performance of the employee's current job duties. Any payment for time or reimbursement of funds for testing and/or instruction shall require prior approval from the employee's immediate supervisor.

41.2 The District shall also reimburse employees for licenses or certification fees including renewals that the appropriate Group Manager or Department Head deems necessary for succession planning or career development.

ARTICLE 42 — PROFESSIONAL DEVELOPMENT AND PRODUCTIVITY ENHANCEMENT

42.1 The District shall reimburse employees for State mandated license or certification fees.

42.2 The District shall reimburse employees for costs incurred for professional development, seminars, journals, periodicals, and books; travel expenses, professional association fees and dues; pre-approved electronic equipment software and hardware that is supported by the District's Information Technology Section. Such software and hardware may be installed on personally owned computers in order to enhance work productivity. The costs will be reimbursed upon the supervisor's approval and receipt by the District of evidence that moneys have been spent, and shall not exceed \$800 annually beginning calendar year 2017. The annual amount cannot be carried over to subsequent calendar years.

ARTICLE 43 — FLEX PLANS

43.1 During open enrollment, the District shall continue to offer a program that allows all employees to have a tax advantage in their medical contributions provided they are eligible for medical insurance coverage. In addition, the District will allow all eligible employees to participate in the District-sponsored Flexible Spending Account program, which includes the following salary reduction options: pre-tax dependent care spending account and pre-tax health care spending account, at no cost to the employee, to the extent permitted by law.

ARTICLE 44 — MAPA WELLNESS ENHANCEMENT

44.1 The intent is to provide a wellness enhancement to promote the overall health status of employees in classifications represented by the Association. Accordingly, beginning the first pay period which includes July 1, 2017, each employee in a classification represented by the Association as of that date shall be eligible for a reimbursement of up to \$200, for

qualifying wellness expenses incurred between July 1, 2017 and December 31, 2017.

Thereafter, each calendar year, each employee in a classification represented by the Association shall be eligible for a reimbursement for qualifying wellness expenses of up to \$200.

- 44.2 Qualifying expenses include physical examinations or assessments not otherwise covered by an employee's health insurance plan; health/fitness equipment or classes; and/or health club/gym memberships. Reimbursement requests must include receipts, and are subject to approval by the Human Resources Group. Reimbursement requests for expenses incurred during a calendar year must be submitted by January 31st of the following year. Monies not used in a calendar year may not be rolled over into the next calendar year.

V. WORKING CONDITIONS

ARTICLE 45 — RECRUITMENT AND SELECTION

45.1 The following definitions shall apply to this Article.

- A. *Employee* — A Category A and Category B employee as referenced in ARTICLE 34 — CATEGORIES OF EMPLOYMENT.
- B. *Recruitment* — Process of locating individuals to fill the District's personnel (staffing) requirements.
- C. *Selection* — Selection is the process of hiring the best-qualified candidate for a vacant position. The goal of selection is to match candidates with open positions and the culture of the organization. The hiring authority selects the best-qualified candidate for a vacant position.
- D. *Employment Testing* — A test is an instrument administered by the Human Resources Group, used as a basis for any employment decision including, but not limited to, hiring and competitive-bid promotion. Such tests may measure aptitude, achievement, and other proficiencies. Examples include, but are not limited to, a review of records, interview, typing, computer skills, basic skills, job knowledge, work sample or other demonstration tests deemed reliable and job-related as approved by the Human Resources Group Manager.

45.2 Job Announcement and Application Filing Process

A. Job Announcement

Job announcements will be advertised through the District's available communication mediums, including but not limited to, bulletin boards, job information hotline, web site, and e-mail.

B. Filing Period

- (1) The filing period for submitting applications will be a minimum of 10

working days and shall be indicated on the job announcement.

- (2) If an employee is on leave during the entire filing period, and returns from leave before the next phase of the recruitment process, the employee will be allowed to submit his/her application within five (5) working days of returning from leave or file prior to the date of the test, whichever comes first.
- (3) An employee who does not meet the qualifications for the position will be notified and provided an opportunity to submit additional information within three (3) working days.

C. Application

Each employee applying for a position shall thoroughly complete an application package.

D. Exemptions

An employee shall be excluded from the recruitment and selection process if that individual:

- (1) Has a current overall performance evaluation rating of less than “meets standards;” or
 - (2) Has received an appealable disciplinary action in the last six (6) months.
- E. A recruitment shall not be conducted on an inside/outside concurrent basis, except as provided for under Section 45.3(C) below.

45.3 Selection Process

A. Invitation to Test

Qualified employees shall be notified of the time and location of a test at least three (3) days in advance.

B. Release/Leave Time

- (1) If requested, an employee shall be entitled to release time to participate in and commute to, a test.
- (2) Alternatively, an employee may use accumulated annual leave or personal leave to participate in and commute to, a test.
- (3) The employee shall give reasonable, prior notice of his/her need for release or leave time.

C. Qualified Candidates

- (1) The intent of this Section is not to exclude employees, but to get the best qualified candidates. Internal candidates will have at least 10 days to apply for positions covered by the Agreement. No external candidates will be invited to apply during this time. The recruitment process shall then proceed until either an appointment has been made from amongst internal candidates, or the hiring authority decides to hire from outside the District. Only at this point will external candidates be invited to apply for the position.

If any internal candidates wish to apply along with the external candidates, they may do so, but shall receive no priority over external candidates.

For purposes of this Section, Recurrent employees (defined as Category E employees under Section 34.1 of the Agreement) shall be permitted to apply for positions as “internal” candidates.

(2) Exception for Concurrent Recruitments

- (a) For those recruitments in which the hiring authority and the Human Resources Group reasonably believe that there are an insufficient number of internal candidates (e.g., for entry-level positions; or positions requiring specialized and/or unique skills or experience), the Human Resources Group Manager may approve a concurrent recruitment. In such instances, internal and external candidates shall apply simultaneously.
- (b) If fewer than three (3) internal candidates apply who meet the Minimum Requirements, then the concurrent recruitment shall proceed. However, if three (3) or more internal candidates apply who meet the Minimum Requirements, then the hiring authority shall first interview and make a decision on whether to hire from amongst those internal candidates. If an internal hire is not made, then the recruitment shall proceed with external candidates.
- (c) Except as provided for in Section 45.3(C)(2)(b) above, internal candidates in a concurrent recruitment shall receive no priority over external candidates in terms of the order of interviews, and shall be subject to the same qualifications as all external candidates.

D. Probationary Promotion

The intent of the probationary promotion language is to provide a probationary period for those employees who are promoted as a result of the recruitment and selection process or out-of-career progression (family) promotions. Furthermore, it is also agreed by both parties that this language does not include employees who are promoted as a result of a classification study pursuant to ARTICLE 46 —

CLASSIFICATION STUDY/JOB AUDIT or employees who are promoted for having already performed the higher level duties for a significant period of time.

E. Probationary Period

After each appointment, an employee shall serve a complete period of probation before appointment or probation is complete.

- (1) A new employee shall serve an initial probationary period of six (6) months.
- (2) A District employee who has been promoted shall serve a promotional probationary period of six (6) months. If an employee fails promotional probation, he/she has reinstatement rights to his/her former position.
- (3) Employees who successfully complete a probationary period shall be eligible for a merit increase in compliance with Section 68.2.A. below.

ARTICLE 46 — CLASSIFICATION STUDY/JOB AUDIT

- 46.1 An employee who believes he/she is improperly classified may submit a written request for a study of his/her position to the Human Resources Group anytime during the year.
- 46.2 The Human Resources Group may decline a request for a study of his/her position if it has been studied within the past 24 months, unless the employee justifies such new request. The employee shall be notified of such declination within 30 days of his/her original request.
- 46.3 The Human Resources Group shall notify the employee that they received his/her request no later than 30 days after the receipt of the request and will provide the employee with the job audit questionnaire (“JAQ”).
- 46.4 The employee portion of the JAQ must be completed and submitted to the Human Resources Group within 45 working days after receipt of the JAQ. The Human Resources Group will follow-up at regular intervals with the employee’s management, to ensure that management timely completes its portion of the JAQ in accordance with Human Resources’ Operating Policy.
- 46.5 Each employee submitting a study request shall receive a written response to such request within nine (9) months of receipt of the employee’s JAQ by the Human Resources Group. The response shall state whether the job that was studied will remain the same, be upgraded, or moved laterally.
- 46.6 **Effect of Reclassification**
 - A. If the Human Resources Group recommends reclassifying the job to a higher-level classification, then either the higher-level job duties will be reassigned or the employee will be promoted to the new classification effective the first day of the pay period in which the original request was received by the Human Resources Group.

- B. If the decision is made to reassign the duties, the employee shall be paid as provided in ARTICLE 10 — TEMPORARY PROMOTION. Such pay shall be effective to the first day of the pay period in which the original request was received by the Human Resources Group until the duties are actually reassigned.
- 46.7 The Association will have access to a list of outstanding job audit requests.
- 46.8 Upon written request or authorization, the Human Resources Group will release to an employee or his/her bargaining unit representative, the following information related to the job audit decision:
- A. Job audit report,
 - B. Job audit questionnaire with manager's comments, and
 - C. Other supporting documents upon which the classification decision is based.
- 46.9 Although the process under which a job audit has been conducted may be appealed through the grievance procedure, the decision as to whether an employee should be reclassified may not be appealed (i.e., is not subject to the grievance procedure).
- 46.10 The Association reserves the right to meet and confer over impacts of any changes to current certification requirements which fall within the scope of bargaining.

ARTICLE 47 — CONTRACTING OUT/SUBCONTRACTING

- 47.1 The right to contract and subcontract is vested exclusively in the District.
- 47.2 However, if the contract or subcontract will require a layoff of employees, then the District shall give the Association written notice 60 calendar days prior to the layoff. At the written request of the Association, the parties shall meet and confer regarding the impact of such layoffs. One of the purposes of the meetings is to attempt to avert, by transfer or other reasonable means, the layoff of any employee.
- 47.3 The parties shall meet promptly and continue to meet until agreement or impasse has been reached. If agreement is reached, it shall be reduced to writing and approved as necessary. If impasse is reached, then the District may proceed with the contracting and subcontracting as it deems necessary.
- 47.4 If layoffs occur due to the District subcontracting work, then the District shall provide career counseling and job placement assistance to affected employees.
- 47.5 Notwithstanding the foregoing, the District agrees and commits to seek to avoid layoffs.

ARTICLE 48 — LAYOFF

- 48.1 The following definitions shall apply:
- A. *Displacement* — shall mean the replacement by one (1) employee of another

employee with less District service.

- B. *Group* — shall mean a work unit that reports to the General Manager's Office, as indicated in the approved annual budget and, with respect to any other Department, shall mean the entire Department.
- C. *Organizational Unit* — shall mean a Section, Unit, or Team within the Group, or the Group as a whole.
- D. *Layoff* — shall mean terminating an employee for non-disciplinary reasons.
- E. *Recall* — shall mean the notification of an employee who was laid off.
- F. *Reduction-in-force* — same as layoff.
- G. *Reinstatement* — shall mean the reemployment of an employee who was laid off.
- H. *Surplus* — shall mean a classification or skill not needed by the District.

48.2 Reason for Layoff

A layoff may be initiated within any Group by the Group Manager with the written approval of the General Manager, when necessary for reasons of lack of funds or lack of work.

48.3 Order of Layoff

- A. Prior to a layoff, the Human Resources Group Manager will determine the total length of service in hours, including hours of paid leave, but excluding leave without pay and compensatory time earned, of each employee within the affected Group. A composite listing of all employees within the Group will be prepared, listing their length of service in hours.
- B. In the event a tie exists between two (2) or more employees having the same length of service, the Human Resources Group Manager shall use hire dates to distinguish ties. In the instance of ties, the employee with the earliest hire date will be laid off last. If an employee has had a break in service, then his/her date of rehire shall be considered the hire date. In instances where the employees have the same hire date, the employee with the earliest birth date will be laid off last.
- C. The lists will be distributed to the Association and to Group, Section, and Team Managers of organizational units where a layoff or displacement could occur.
- D. The Group Manager will determine the organizational unit and classification or classifications to be affected by a layoff and the skill or skills within each classification determined to be surplus.
- E. The Human Resources Group will then develop a seniority list, which will show the length of service of employees within the organizational unit, as well as the Group as a whole. The Group Manager will identify and separate the names of employees

by skill groups. The Group Manager and the Human Resources Group will then identify those employees to be declared surplus.

- F. In case there are two (2) or more employees in the classification from which layoff is to be made, such employees shall be laid off on the basis of inverse order of seniority in District service. Except that, employees whose current performance evaluations are less than a “meets standards” rating with a Corrective Action Plan, which have been on record in their personnel folder for at least 30 days shall be laid off first.
- G. The Group Manager, with written approval from the General Manager, may specify employees within a classification exempt from layoff or displacement if loss of these employees will seriously impair the function of the District.
- H. The results of Paragraphs D through G above shall be sent in writing to the Association.

48.4 **Notice of Layoff**

The Notice of Layoff shall include:

- A. A statement that the employee's position is surplus or he/she is being laid off due to the exercise of displacement rights of another employee;
- B. The effective date of the layoff;
- C. The length of service of the employee;
- D. A description of the employee's displacement rights, if any;
- E. A description of the employee's reinstatement rights. A request for reinstatement form shall be provided with the layoff notice.
- F. A description of the employee's severance rights as stated in Sections 13.9, 14.2, 31.7B, and 48.6 of this Agreement.
- G. A description of the employee's right to receive assistance in pursuing outside employment opportunities by requesting a referral to an out-placement service firm for up to five (5) days of out-placement coaching and counseling service.

48.5 **Displacement**

- A. Displacement will be permitted provided the displacing employee has the necessary skills required for that position and has demonstrated successful use of such skills in his/her employment with the District as determined by the Group Manager and the Human Resources Group Manager.
- B. A request for displacement must be made in writing to the Human Resources Group Manager within five (5) working days following delivery of the Notice of Layoff. An employee who is issued a Notice of Layoff while on a Leave of Absence shall

have five (5) working days after returning to his/her position to submit said request.

- C. Because displacement by seniority is a sequential operation, and because of other factors effecting the timing of a reduction in force, it is anticipated that the Notices of Reductions In Force will be furnished to effected employees at different times.
- D. The Human Resources Group Manager will furnish to the affected Group Manager, as well as the Association, the names of those employees requesting displacement rights. Those employees who have not been exempted from displacement pursuant to Section 48.3(G) above are subject to displacement by an employee with more District service.
- E. Displacement of an employee with less seniority shall be permitted within the same job family or in a classification previously held by the displacing employee. Displacement shall be limited to the Group in which the reduction in force takes place.
- F. Employees to be laid off due to the exercise of displacement rights by an employee with more District service shall be given a Notice of Layoff. Employees so notified will have all rights to which employees who have received Notice of Layoff are entitled.

48.6 In the event an employee who has received a Notice of Reduction In Force declines to assert his/her displacement rights, or is unsuccessful in displacing another employee, the employee shall be placed on paid administrative leave for three (3) months prior to being laid off. The employee will be placed on the three (3) months of administrative leave no sooner than 30 days after receipt of the Notice of Reduction In Force. Such employees will receive full pay and benefits while on administrative leave, and they may continue to assert their displacement rights (subject to compliance with Section 48.5 above) until their employment is terminated and they are removed from the District's payroll. They will continue to be eligible for appointment to vacant positions within the District without resort to a recruitment process at the discretion of a Department Head or Group Manager.

48.7 **Reinstatement**

- A. Employees who are laid off and desire to be reinstated at a later date must request reinstatement in writing to the Human Resources Group Manager. Priority will be given to the reemployment of each displaced employee, and such employee will be given the right of first refusal on reemployment opportunities.
- B. The Human Resources Group Manager will maintain a list of the names of laid-off employees who have requested reinstatement.
- C. Those employees on the reinstatement list shall be recalled only for positions appropriate to their skills and/or for positions for which they meet the minimum requirements as stated in the job description. Recall of employees from the reinstatement list will be made in reverse order of layoff.
- D. Each employee will be responsible for keeping the Human Resources Group office

advised of his/her current home address and upon notification of reinstatement will be required to respond in person or in writing within 10 working days following the notification of recall. Recalled employees will be required to report for work within 30 calendar days following the date of notification. Failure to comply with these requirements will result in the employee's name being removed from the reinstatement list.

- E. Prior to being reinstated, an employee will be required to pass a physical examination to determine if he/she is physically qualified to perform the duties of the position if the previous District examination was made more than six (6) months before the date of reinstatement.
- F. The name of a laid off employee will be removed from the reinstatement list two (2) years following the last day for which the employee was paid.

48.8 Grievability

A Group Manager's determination made pursuant to Section 48.3G hereof, with written approval from the General Manager, shall be deemed the exercise of a management right and shall not be subject to review under the District's grievance procedure. However, such determination is subject to appeal pursuant to Administrative Code Section 6218(b) within 30 days of receipt of a Notice of Reduction In Force by any employee who is laid off as a result of the Department Head or Group Manager's determination as an abuse of discretion.

ARTICLE 49 — NO SMOKING POLICY

- 49.1 The parties agree there shall be no smoking in any District building or District vehicle. Smokers will be accommodated by designating smoking areas outside away from building entrances and air intakes.
- 49.2 Because we have an interest in keeping our employees healthy and productive, the District will encourage our smoking employees to quit by reimbursing them for the cost of an approved smoking cessation program to a maximum of \$100 per employee during the term of this Agreement, after successful completion of a program. The reimbursement will apply for only those employees whose medical plan under PERS does not provide coverage for such a cessation program.
- 49.3 In addition, if, in the District's determination, there is sufficient interest, the District will arrange for lunchtime or after-hours smoking cessation classes at work.

ARTICLE 50 — DRUG-FREE WORKPLACE

- 50.1 As provided by the Drug-Free Workplace Act of 1988, the parties declare that all locations where the District conducts business shall be considered an alcohol and drug-free workplace.
- 50.2 All employees are absolutely prohibited from the following two (2) categories of activities involving alcohol, drugs, or controlled substances while in a District workplace.

- A. Unlawfully manufacturing, distributing, dispensing, and possessing.
 - B. Reporting to work or working under the influence.
- 50.3 The District will make available to employees information regarding:
- A. Medical insurance benefits provided through PERS under the provisions of the PEHMCA for substance abuse programs.
 - B. Community resources for assessment and treatment.
 - C. Counseling program.
 - D. Employee assistance program.
- 50.4 The parties agree that assistance toward rehabilitation will be offered to any employee with an alcohol, drug, or substance abuse problem. This policy will apply whether the employee voluntarily admits to such a problem, or has violated the Alcohol and Drug-Free Workplace Policy.
- 50.5 **Discipline**
- A. Any employee who violates Section 50.2A of this Agreement will be subject to discipline, up to and including termination.
 - B. Any employee who violates Section 50.2.B of this Agreement for the first time will be eligible for the benefits pursuant to Section 50.3 above and may be subject to discipline in accordance with District disciplinary procedures.

ARTICLE 51 — HEALTH AND SAFETY

- 51.1 The District's operations will be conducted in a safe manner consistent with the requirements of the work. Such efforts shall include complying with all State and federal laws concerning health and safety.
- 51.2 Employees and the Association may exercise all their legal rights to secure a safe and healthy workplace without any reprisals.
- 51.3 Employees shall comply with all State and federal laws concerning safety and health.
- 51.4 It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment and conditions and to report any such unsafe practices, equipment and conditions to their immediate supervisor and the District's Section Manager - Operational Safety and Environmental Services. The employee has the right to submit the matter in writing personally or through the Association President or his/her designee. The immediate supervisor and/or the District's Section Manager - Operational Safety and Environmental Services will submit a written response to the employee. On any matter not addressed by the immediate supervisor or the District's Section Manager - Operational Safety and Environmental Services within a reasonable

period of time, the Association President or his/her designee may confer with the Group Manager.

51.5 The Association shall appoint one (1) representative to be a member of the Management Safety Committee.

51.6 In the event that employees are exposed while at work to carcinogens or other harmful substances exceeding Cal-OSHA permissible exposure limits, medical monitoring shall be made available at no cost to the employee as long as medically necessary.

ARTICLE 52 — NON-DISCRIMINATION

52.1 There shall be no discrimination on the part of either the District or Association towards any employee on any of the bases forbidden by any State or federal law applicable to the District, which prohibits discrimination against any individual or group of individuals.

ARTICLE 53 — PRODUCTIVITY

53.1 Both parties recognize that it is to their mutual interest and to the best interest of the community to continually strive to improve the quality, economy and efficiency of the District's work effort and work product. Accordingly, during the term of this Agreement, the parties may elect to discuss the development of a Gain Sharing Program.

ARTICLE 54 — TRANSFERS

54.1 An employee may request a transfer to a vacant position in the same classification at the same rate of pay. Transfers can be either a different geographic location or a different workgroup.

54.2 An employee who wishes to transfer to another position shall submit a written request for such transfer and have his/her name placed on a list to be kept by Human Resources. The transfer request will be retained for one (1) year.

54.3 To be eligible for such a transfer, the employee must meet the following conditions:

- A. Meets the minimum qualifications for the position;
- B. Have a satisfactory attendance and disciplinary record; and,
- C. Received a meets standards or higher performance evaluation on the most recent performance evaluation.

54.4 The transfer request will be considered by the District prior to recruitment for the vacancy. In determining whether to grant a transfer request, the hiring manager shall consider the needs of the District/workgroup. The decision whether to grant a transfer is within the sole discretion of the District.

54.5 The District reserves the right to transfer members of the unit as, in the judgment of the appropriate manager, may be necessary for the good of the District. However, in no

instance shall a transfer be arbitrary, capricious or unreasonable.

VI. GRIEVANCE AND APPEAL PROCEDURE

ARTICLE 55 — RIGHT TO UNION REPRESENTATIVE

- 55.1 If an employee reasonably believes that a meeting with his/her supervisor may result in disciplinary action against him/her, he/she may request the attendance of an Association representative in the meeting. If the Association representative is not available at the time of the meeting, the supervisor will arrange an alternative meeting as soon as possible, but at least within five (5) working days.
- 55.2 Only one (1) Association representative shall be authorized to use District time to represent an employee as provided in this Article.

ARTICLE 56 — GRIEVANCE REPRESENTATIVE

56.1 Grievance Assistance

- A. A grievant may, at any step of the grievance procedure, be assisted in the preparation and presentation of his/her grievance by a representative selected by him/her.
- B. If the grievant elects to be represented, the District may designate a management representative to be present at the grievance meeting.

56.2 Number of Grievance Representatives

The officers and representatives of the Association shall be the grievance representatives for the Association.

56.3 Identification of Grievance Representatives

- A. The Association shall provide the District with a written list of employees who have been selected as grievance representatives.
- B. A grievance representative shall operate within the work locations designated by the Association.
- C. Only those employees designated by the Association in writing shall be recognized by the District. The list shall be kept current by the Association.

56.4 Release Time

- A. Only one (1) grievance representative shall be authorized to use District time to prepare any single grievance.
- B. The grievant and the grievance representative shall receive reasonable release time to prepare a written grievance and/or to attend a grievance meeting.

- C. A grievance representative desiring to leave his/her work site to process a grievance shall first obtain permission from his/her immediate supervisor. Release from work shall be as soon as practical.
- D. A grievance representative desiring to enter the work site of a grievant to process a grievance shall first obtain the permission of the grievant's immediate supervisor.

ARTICLE 57 — GRIEVANCE PROCEDURE

57.1 Definitions

- A. A grievant is an employee, a group of employees, or the Association. Alleged grievances which affect more than one (1) employee in a substantially similar manner normally will be consolidated.
- B. A grievance is an alleged misapplication of a specific provision of:
 - (1) This Agreement,
 - (2) The Administrative Code, or
 - (3) Other rules or regulations governing personnel practices and other terms and conditions of employment within the scope of negotiations, which alleged misapplication adversely affects the grievant.

A grievance also includes the following actions:

- (1) Withholding of a merit step,
 - (2) Oral warning,
 - (3) Written warning,
 - (4) Suspensions of less than 40 hours, and
 - (5) A performance evaluation with an overall rating of less than Meets Standards (i.e., Improvement Needed or Unsatisfactory).
- C. A written grievance is a grievance as defined above, which has been reduced to writing on a form provided by the District. The written grievance shall include the employee's name, classification, Group, immediate supervisor's name, and representative's name, if any. It must also include the specific section of the provision alleged to have been misapplied, a clear and concise description of the alleged grievance with the circumstances supporting the employee's allegation, and the specific remedy requested to resolve the grievance.
 - D. A "day" is any day in which the Headquarters of the District is open for business.

57.2 **Waivers and Time Limits**

- A. Failure by management to reply to the grievance within the time limits specified in this Article automatically grants the grievant the right to process the grievance to the next level within the time limits defined in the next level.
- B. Any level of review or any time limits established in this Article may be waived or extended by mutual agreement confirmed in writing.
- C. If a grievant fails to appeal from one (1) level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last response by management and the grievance shall not be subject to further appeal.

57.3 **General Provisions**

- A. The Association agrees to use the District's standard grievance form when processing formal grievances.
- B. The grievant shall be bound by the statement of the grievance as originally defined. Non-related issues shall not be considered on appeal.
- C. If the grievant is not represented by the Association, the Association shall be notified of a settlement proposed at any formal level of the procedure which settlement is acceptable to both the grievant and the District prior to the settlement being finalized. The purpose of this step is to allow the Association to state its position for the record. If the Association does not provide a written response within seven (7) days after notification, such opportunity to respond shall be considered waived, and the proposed settlement shall be implemented and the matter closed. If a timely response is made, the District's representative shall give full consideration to the Association's position prior to settlement of the grievance.

57.4 **Informal Complaint**

- A. Before filing a written grievance, the employee shall attempt to resolve the problem in meeting with his/her immediate supervisor.
- B. The immediate supervisor shall give an oral response to the employee within five (5) days of the date the issue was raised by the employee.

57.5 **Formal Grievance**

A. **Level I**

- (1) If the grievant is not satisfied with the resolution proposed at the informal level, he/she may, within 30 days from the event giving rise to the grievance or from the date the grievant could reasonably have been expected to have had knowledge of such event, file a written grievance with his/her Unit or Section Manager on the District's grievance form.

- (2) The Unit or Section Manager shall, within 10 days of receipt of the grievance, meet with the grievant and give a written response to the grievant on the original grievance form.

B. Level II

- (1) If the grievant is not satisfied with the written response at Level I, the grievant may, within 10 days from receipt of such response, file a grievance with his/her Group Manager (or his/her designee) on the original grievance form.
- (2) Within 10 days of receipt of the written appeal his/her Group Manager (or his/her designee) shall meet with the grievant and shall investigate the grievance, including meeting with the supervisor, and give a written response to the grievant on the original form.
- (3) Grievances concerning subjects listed in ARTICLE 61 — APPEAL PROCEDURE, are appealable to that procedure. For all other grievances, the decision of the Group Manager is final.

ARTICLE 58 — GROUNDS FOR DISCIPLINE

58.1 Proper Cause and Progressive Discipline

Employees may only be disciplined for just (proper) cause. The District shall follow the principles of progressive discipline as contained in this Article.

58.2 Examples of Employee Misconduct

Examples of employee misconduct are found in Appendix B.

58.3 Corrective Action Plan

An employee may be placed on a Corrective Action Plan (“CAP”) to identify specific areas of improvement following a disciplinary action (written warnings and suspensions) or a performance evaluation with an overall rating of less than Meets Standards. A CAP lasts for 90 calendar days, unless an extension is reasonably justified and provided in advance in writing.

58.4 Disciplinary Actions

Disciplinary actions should be designed to fit the nature of the problem and may include warning, demotion, suspension, discharge, or other appropriate action. The particular action imposed shall depend on the severity of the misconduct and the particular factual circumstances involved.

58.5 Oral Warning

Oral warning consists of a discussion between an employee (who may request to be

represented by the Association) and his/her supervisor or other manager concerning performance problems or minor instances of misconduct and may be initiated at any time. During this discussion, the supervisor or manager will review with the employee both the specific deficiencies in question and District standards. The cause(s) of the deficiency will be identified along with specific improvement needed. The employee will be advised of the action that will be taken should he/she fail to achieve the improvement outlined within the time period specified at the session. The substance of an oral warning will be reduced to writing, placed in the supervisory file, and a copy will be given to the employee.

58.6 Written Warning

A written warning generally is appropriate to correct instances of more serious employee misconduct which do not warrant suspension or discharge, repeated instances of minor misconduct or identified performance problems. The purpose of a written warning is to put the employee on notice that the District will take other disciplinary action against him/her unless immediate, real, and consistent improvement in performance is demonstrated. Any decision to issue a written warning will be reviewed by the Human Resources Group. The supervisor or manager issuing the written warning shall meet with the employee to discuss specific improvements required, over a defined time period, to avoid further disciplinary action. A copy of the record will be given or sent to the employee. The employee may submit a written response on the record within 10 days. The employee will be requested to sign the record to signify receipt of the written warning. The written warning will be placed in the employee's official personnel file. The employee's response will be placed in the file if received within 10 days.

58.7 Demotion

Demotion is the movement of an employee from his/her current classification to a new classification having a lower salary grade.

58.8 Suspension

Suspension is the temporary removal of an employee from his/her duties without pay for up to 30 calendar days.

ARTICLE 59 — PRE-DISCIPLINARY PROCEDURE

- 59.1 If a regular employee is to be suspended for 40 hours or more, demoted, or discharged, he/she shall:
- A. Receive written notice of the intended action at least 14 days before the date it is intended to become effective, stating the specific grounds and the particular facts upon which the action is based;
 - B. Receive copies of any known materials, reports or other documents upon which the intended action is based;
 - C. Be accorded the right to respond in writing within a reasonable period of time to the intended charges;

- D. Be accorded the right to meet within a reasonable period of time with the Human Resources Group Manager or designee who has the authority to recommend modification or elimination of the intended disciplinary action; and
- E. Be given the written decision of the Human Resources Group Manager or designee prior to the effective date of the disciplinary action.

ARTICLE 60 — RELEASE OF PROBATIONARY EMPLOYEES

60.1 Prior to being released from employment, a probationary employee shall receive a Notice of Release from the probationary position stating the basis for the decision.

ARTICLE 61 — APPEAL PROCEDURE

61.1 The following subjects may be appealed pursuant to this Article if they have first met the requirements of ARTICLE 57 — GRIEVANCE PROCEDURE or ARTICLE 59 — PRE-DISCIPLINARY PROCEDURE:

- A. The following disciplinary actions imposed on regular, non-probationary employees:
 - (1) Suspensions of 40 hours or more,
 - (2) Demotions,
 - (3) Discharges.
 - B. Alleged misapplication of a specific provision of this Agreement,
 - C. Alleged misapplication of a specific provision of the Administrative Code,
 - D. Written rules or regulations governing personnel practices with the exception of rules and regulations concerning employee performance evaluation.
- 61.2 Hearing of a grievance by the Hearing Officer will be limited to the written grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
- 61.3 **Appeal Procedure**
- A. A written request for a hearing must be filed by either the employee or the Association with the Human Resources Group Manager within 15 days of:
 - (1) The date of the notice of disciplinary action; or,
 - (2) The last day a response was possible at the second level of ARTICLE 57 — GRIEVANCE PROCEDURE.
 - B. The parties may mutually agree upon the selection of the Hearing Officer or shall jointly request a list of panel Hearing Officers as determined in Section 61.5,

below.

- C. Within five (5) days following receipt of the above referenced list the parties shall confer to select the Hearing Officer. The obligation to strike the first name shall be determined by lot, and the parties shall alternately strike one (1) name from the list until only one (1) name remains, and that person shall be the Hearing Officer.
- D. Within 10 days after the selection of the Hearing Officer, the hearing shall be scheduled.
- E. The Hearing Officer shall, within 30 days of the conclusion of the aforementioned hearing, render his/her decision, in writing, and shall direct copies to the Human Resources Group Manager or designee, the grievant and the grievant's representative (if any).

61.4 **Hearing**

- A. The fees and expenses of the Hearing Officer shall be shared equally by the District and the employee or the Association (whoever files the request for the hearing), it being understood and agreed that all other expenses including, but not limited to, fees for non-District employee witnesses, transcripts, and similar costs incurred by the parties during such hearing, will be the responsibility of the individual party involved.
- B. The hearing may be public or private at the option of the grievant.
- C. The grievant may be represented by legal counsel.
- D. The hearing shall be informal and the rules of evidence prescribed for duly constituted courts shall not apply.
- E. Hearings shall be conducted in accordance with rules and procedures adopted or specified by the Hearing Officer, unless the parties hereto mutually agree to other rules or procedures for the conduct of such hearings.

61.5 **Pool of Hearing Officers**

Hearing officers may be selected from a list of names provided by the State Mediation and Conciliation Service.

61.6 **Decision**

- A. The decision of the Hearing Officer shall not add to, subtract from, or otherwise modify the terms and conditions of this Agreement.
- B. The decision of the Hearing Officer may sustain or revoke the disciplinary action or second level grievance response and shall be final and binding on the parties.
- C. The decision of the Hearing Officer can be appealed pursuant to Code of Civil Procedure Section 1094.5.

ARTICLE 62 — PERSONNEL FILE

- 62.1 An employee, or an employee's representative with the written consent of the employee may inspect the employee's personnel file. The employee may choose to inspect his/her personnel file at the office of the Human Resources Group or may have his/her file sent to his/her work location for inspection there. No derogatory information shall be placed into the personnel file unless a copy has been provided to the employee and he/she has been given an opportunity to respond.
- 62.2 Employee personnel files and the information therein shall be held in strict confidence by the District and shall be subject to inspection only by officials of the District acting on official District business or otherwise as required by law.
- 62.3 At the request of an employee, all disciplinary documents in the employee's personnel file shall be removed after three (3) years unless there has been further discipline regarding the work behavior that led to the discipline. This provision shall not apply to performance evaluations.

VII. ASSOCIATION ACTIVITIES

ARTICLE 63 — BULLETIN BOARDS

- 63.1 The District will provide reasonable bulletin board space for the Association's use.
- 63.2 Association will have access to existing bulletin board space.
- 63.3 Bulletin board space shall be used solely for information concerning the Association.
- 63.4 Any materials posted shall be dated and signed by the Association representative responsible for the posting.
- 63.5 Information posted by the Association shall not contain anything which may reasonably be construed as maligning the District or any of its employees or agents.
- 63.6 Association agrees that this Article provides the right to post materials only on designated bulletin board space.

ARTICLE 64 — LABOR-MANAGEMENT COMMITTEE

- 64.1 The Parties agree that regular meetings to explore mutual problems will be beneficial to the relationship between the District and the Association. To promote a problem solving approach, the parties agree that decision-making shall be by consensus. For these purposes, consensus means that no meeting participant objects to a decision or course of action under consideration by the group.
- 64.2 The parties agree to meet at least quarterly on a mutually agreed day to discuss any issue concerning the rights of either party or the relationship between the District and the Association or the District and employees that the Association represents. The purpose of the meetings is to exchange information and to solve problems.

- 64.3 The parties agree that such meetings shall not be negotiations and therefore the results of the meetings shall not be binding on the parties unless they develop and execute a document that memorializes their results.
- 64.4 Each of the parties will have three (3) representatives, plus additional people as reasonably needed for a specific topic. Association representatives shall receive reasonable release time to participate in these meetings.
- 64.5 To promote the objectives of this process, the parties agree to focus on the problem under consideration and to attempt to develop a consensus solution for each problem discussed by the group. Further, to promote the objectives of this process, the parties agree to refrain from negatively characterizing the participation, ideas, or approach of the other party.
- 64.6 Prior to making any changes in any benefit program, the District shall meet with the Association. During such meeting the District shall make available to the Association all information the District is relying upon in its decision making process.

ARTICLE 65 — MEMBERSHIP DUES DEDUCTION

- 65.1 The District agrees to deduct all authorized initiation fees, periodic dues, special assessments, and voluntary contributions (including PEOPLE), to the extent permitted by law, from the Association members who have signed an approved Association membership authorization card or cards.
- 65.2 The District will promptly remit such fees, dues and assessments to the Association, together with a list of affected employees.
- 65.3 The Association shall indemnify and save harmless the District, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability arising out of this Article.
- 65.4 In any cases where any employee does not have sufficient funds to provide for payment of authorized dues, the Association shall be responsible for collection from the employee.
- 65.5 The Association shall submit annual financial reports to the District and Unit employees to the extent required by Government Code Section 3502.5 or its amendments.

ARTICLE 66 — AGENCY SHOP

- 66.1 If the Government Code is revised to allow an agency shop arrangement to apply to management employees, then, at the written request of the Association, the parties shall promptly meet to negotiate that possibility.
- 66.2 If the Association requests to negotiate an agency shop arrangement, then the District has the option of requesting the parties to simultaneously negotiate about any article or subject with the exception of salaries, dental, life or medical insurance, deferred compensation, annual leave and retirement.

ARTICLE 67 — ASSOCIATION BUSINESS

- 67.1 Representatives designated by the Association shall be excused from their normal duties with pay up to a maximum of 180 hours collectively, per calendar year, to attend to business strictly associated with AFSCME (e.g., AFSCME Biennial Convention). Employees engaged in such Association business during working hours will use only that amount of time needed to promptly and expeditiously complete his or her activities.
- 67.2 Meetings of the Association may be held on District property.
- 67.3 The Association shall be allowed a reasonable amount of time to make presentations to new employees in its bargaining unit during the District's New Employee Orientation meetings. The Human Resources Group shall provide notification to the Association's President of such meetings.

VIII.

ARTICLE 68 — MERIT INCREASES

68.1 Definition

A merit increase is a salary increase of one (1) or more steps within the salary range of a specified classification. This increase is awarded to employees who have performed their job duties in a manner that warrants such a merit increase.

68.2 Eligibility Regulations

A. Probationary Employees

The employee's eligibility date for a merit increase is the first day of the pay period following his/her completion of the six (6)-month probationary period. Employees who are in the midst of serving a probationary period on July 1st (i.e., the common District evaluation date) of a given year, shall not be eligible for an evaluation or merit step increase on that date. Such an employee shall be eligible for a merit increase upon successful completion of probation, not to exceed the salary range maximum for his/her classification, and will thereafter receive a common performance evaluation at the next July 1st date.

If an employee is in the midst of serving a promotional probationary period on July 1st of a given year, and subsequently does not complete his/her promotional probation (whether by failing to pass probation or voluntarily demoting), he/she shall receive a regular evaluation for work performed in the previous lower classification during the regular evaluation period, and he/she shall be eligible to receive an evaluation and merit increase retroactive to July 1st of that year, contingent upon the following:

- (1) The employee must have room within the salary range of his/her previous lower classification to receive a merit increase (i.e., the employee cannot exceed the salary range maximum for his/her classification).

- (2) The employee's performance must be rated as "meets standards" or higher based upon work that was performed during that evaluation period in the previous lower classification.

B. Regular and Recurrent Employees

- (1) The employee's eligibility date for a merit increase shall be the first day of the pay period each year that includes the District common evaluation date of July 1st, provided such merit increase does not cause the employee to exceed the salary range maximum for his/her classification, or
- (2) If the employee was serving a probationary period, and completed probation during the same pay period that includes July 1st, the eligibility date for a merit increase following the merit increase specified in Section 68.2.A above becomes one (1) year from that date, on the first day of the pay period that includes the following July 1st, provided such merit increase does not cause the employee to exceed the salary range maximum for his/her classification.
- (3) An employee who has been promoted shall receive a promotional increase equivalent to at least two (2) salary steps effective the date of promotion, provided such increase does not cause the employee to exceed the salary range maximum of his/her classification.

68.3. Determination of Amount

OVERALL PERFORMANCE RATING	MERIT INCREASE SCHEDULE
Outstanding	Three (3) or four (4) steps (8.25% or 11%)
Exceeds Standards	Two (2) or three (3) steps (5.5% or 8.25%)
Meets Standards	One (1) or two (2) steps (2.75% or 5.5%)
Improvement Needed	No merit increase
Unsatisfactory	No merit increase

IX.

ARTICLE 69 — PEACEFUL PERFORMANCE

- 69.1 The parties recognize and acknowledge that many of the services performed by the employees covered by this Agreement are essential to the public health, safety and general welfare of the residents within the District service area.
- 69.2 Consequently, Association agrees that under no circumstances will it recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, slow-down or picketing

(hereinafter collectively referred to as work-stoppage), in any office, or facility of the District, not to curtail any work or restrict any production, or interfere with any operation of the District, including compliance with the request of other labor organizations or bargaining units to engage in such activity.

- 69.3 In the event of any such work-stoppage by any member of the unit, the District shall not be required to negotiate on the merits of any dispute which may have given rise to such work-stoppage, until said work-stoppage has ceased.
- 69.4 In the event of any such work-stoppage, whether by Association or by any member of the bargaining unit, Association, by its officers, shall immediately declare in writing and publicize that such work-stoppage is contrary to the Agreement and unauthorized, and further direct its members in writing to cease the said conduct and to resume work. Copies of such written notice shall be served upon the District.
- 69.5 If in the event of a work-stoppage, Association promptly and in good faith performs the obligations of this Article, and, providing Association has not otherwise authorized, permitted or encouraged such work-stoppage, Association shall not be liable for any damages caused by the violation of this Article.
- 69.6 However, the District shall have the right to discipline, including discharge, any employee who instigates, participates in, or gives leadership to, any work-stoppage activity herein prohibited, and the District shall also have the right to seek full legal redress.
- 69.7 This Article shall remain in effect until agreement is reached between the parties on a successor Agreement or the parties in good faith exhaust the impasse procedures, as provided under the District's Administrative Code, whichever occurs first.

X.

ARTICLE 70 — EMPLOYEE EVALUATION

- 70.1 Employee evaluation is a process of rating an employee's work performance, based upon a supervisor's objective and factual appraisal of his/her job knowledge, skills, initiative, productivity, work habits, human relations and communication skills. This process is not just an annual preparation of a formal report, but is a continuous process of training, assigning, observing, and evaluating employees towards obtaining the District's and the employee's goals. The intent of providing a "continuous process" is to avoid surprising an employee with any deficiencies at the end of his/her rating period and giving him/her a reasonable opportunity to correct any deficiencies.
- 70.2 A signature on the evaluation indicates only that the evaluation form and any accompanying documents were received; it is not a statement that the employee agrees with the ratings. The employee may submit a rebuttal to the evaluation for inclusion in his/her official personnel file.
- 70.3 Except as set forth in Section 57.1B, employee evaluations are not subject to the grievance procedure. However, an alleged failure to adhere to this Article (i.e., failure to timely

complete an annual evaluation) is subject to the grievance procedure.

ARTICLE 71 — EMPLOYEE LISTS

- 71.1 Each six (6) months, the District will provide the Association with a listing, by employee name, classification, and home address, of each employee in the Management Unit (Unit 04).
- 71.2 An employee has the right to file a statement with the District saying he/she does not want the District to give his/her home address to the Association. If such statement is on file with the District, the District shall not give that employee's home address to the Association.
- 71.3 The District has the right to notify employees about the content of this Section and further to notify employees that they have the right to withhold their addresses, as specified in Section 71.2 above.
- 71.4 The Association shall hold the District and any of its employees or agents, harmless from any claims or damages, including the cost of litigation, arising directly or indirectly from the District's obligations as stated in this Article.

APPENDIX A —

Class Code	Unit Code	Classification	Salary Grade	Step 11 Hourly Salary as of 6/19/16	Differential	Differential as Percentage
115	4	Pr Engineer	64	\$79.70		
114	4	Sr Engineer	60	\$71.59	\$8.11	11.33%
YA27	2	Engineer	56	\$64.36	\$7.23	11.23%
231	4	Pr Info Tech Analyst	56	\$64.36		
YC15	5	*Pr Info Tech Analyst (C)	59	\$69.69	-\$5.33	-7.65%
YA65	2	Sr IT System Administrator	52	\$57.78	\$6.58	11.39%
YA61	2	Sr IT Software Developer	52	\$57.78	\$6.58	11.39%
YA57	2	Sr IT Quality Analyst	52	\$57.78	\$6.58	11.39%
YA45	2	Sr IT Infrastructure Adminstr	52	\$57.78	\$6.58	11.39%
YA41	2	Sr IT Enterprise App Analyst	52	\$57.78	\$6.58	11.39%
YA36	2	Sr IT GIS Analyst	52	\$57.78	\$6.58	11.39%
165	4	Pr Engineering Technician	58	\$67.83		
XA23A	2	Sr Engineering Technician	53	\$59.38	\$8.45	14.23%
XA23B	2	Sr Engineering Technician	52	\$57.78	\$10.05	17.39%
216	4	Pr Auditor	58	\$67.83		
YA23	2	Sr Deputy Auditor	52	\$57.78	\$10.05	17.39%
245	4	Pr Buyer	55	\$62.58		
YA14	2	Sr Buyer	48	\$51.92	\$10.66	20.53%
275	4	Pr Real Estate Rep	53	\$59.38		
YA94	2	Sr Real Estate Representative	50	\$54.79	\$4.59	8.38%
289	4	Pr Public Affairs Rep	58	\$67.83		
YA89	2	Sr Public Affairs Rep	48	\$51.92	\$15.91	30.64%
925	4	Pr Environmental Spec	63	\$77.62		
924	3	Sr Environmental Specialist	59	\$69.69	\$7.93	11.38%
928	4	Sr Occup Safety & Health Spec	58	\$67.83		
927	4	Occ Safety & Health Spec	54	\$60.95	\$6.88	11.29%
YA82	2	Oc Health Safety Specialst III	43	\$45.32	\$15.63	34.49%
933	4	Pr Resource Specialist	63	\$77.62		
932	3	Sr Resource Specialist	59	\$69.69	\$7.93	11.38%
Y07	4	Pr Land Surveyor	58	\$67.83		
YA66	2	Land Surveyor	53	\$59.38	\$8.45	14.23%
M81	4	Mg Pr Administrative Analyst	55	\$62.58		
YC05	5	*Pr Admin Analyst (C)	56	\$64.36	-\$1.78	-2.77%
260	3	*Supervising Admin Analyst	49	\$53.35	\$9.23	17.30%

*These are listed to show alignment and do not represent career progression

APPENDIX B — MISCONDUCT

The District will base its disciplinary actions on the guidelines set forth below. It is impossible to provide an exhaustive list of types of impermissible conduct. However, misconduct that may result in disciplinary action, up to and including discharge includes, but is not limited to, the following examples:

- A. Insubordination, including: (a) refusal to follow a work order; (b) insulting or demeaning the authority of a supervisor or manager; or, (c) foul or abusive language directed at a supervisor or manager.
- B. Intentional or negligent conduct that damages District property or the property of another employee, a customer, a vendor, or a visitor.
Note: property includes, but is not limited to, records, supplies, materials, equipment, land or facilities.
- C. Intentional or negligent misuse of District property, or the property of another employee, customer, vendor, or visitor.
- D. Removing from the premises without authorization, the property of the District, a District employee, customer, vendor, or visitor.
- E. Theft.
- F. Fighting or provoking a fight on District time or property.
- G. Engaging in horseplay or other action that endangers District property or disrupts work.
- H. Harassing, threatening, intimidating, or coercing any other employee, customer or visitor, including any violation of District Harassment Policy.
- I. Violation of District's Equal Employment Opportunity Policy.
- J. Failure to work cooperatively with others.
- K. Bringing or possessing weapons or any other dangerous device onto District property without authorization.
- L. Violation of the District's Alcohol and Controlled Substance Policy and Testing Program or the Drug Free Workplace Section in this Agreement.
- M. Disregarding any safety, fire prevention or security rule or practice, or engaging in activity that creates a safety, fire, or security hazard.
- N. Smoking in restricted areas or where "No Smoking" signs are posted or otherwise violating District's "No Smoking" Policy.
- O. Sleeping during work time.
- P. Failing to report a work-related accident or injury immediately.
- Q. Soliciting or accepting reimbursement or gratuities for services from customers or any other person during working hours or while on District premises.
- R. Unauthorized vending, solicitation or sales of goods or services to other employees, customers, or visitors during working hours or while on District premises.
- S. Entering an unauthorized area at any time.
- T. Excessive tardiness or unscheduled absenteeism for any reason whether or not reported.
- U. Failing to notify one's supervisor of absence and the reason for absence prior to the start of a shift.
- V. Leaving District premises or one's assigned work area during working hours without permission.
- W. DELETED

- X. Failing to meet acceptable performance standards.
- Y. Recording another employee's time except for a supervisor who is either correcting the recording or acting on the direct report's behalf to record time.
- Z. Submitting an employment application containing false or misleading information.
- AA. Falsifying or destroying any District records, including, but not limited to, any timekeeping records or customer records.
- BB. Failure to perform assigned duties.
- CC. Unauthorized dissemination of proprietary information.
- DD. Unauthorized dissemination of employee records or files.
- EE. Conviction of a felony or conviction of a misdemeanor involving moral turpitude which relates to the employee's ability to perform the duties of his/her position. For purposes of these rules, a plea of "nolo contendere" or "no contest" will constitute conviction.
- FF. Refusing to take or subscribe to any oath or affirmation which is required by law in connection with employment.
- GG. Failing to obtain or maintain any required license, registration, certifications, or permit.
- HH. Incompetence.
- II. Dishonesty.
- JJ. Abuse of sick leave.
- KK. Violation of properly adopted rules and regulations set forth in writing by the employee's Department/Group.
- LL. Performance of non-District work on work time.
- MM. Any other misconduct which affects the work environment or the quality customer relations or any other violation of established District policy.

**APPENDIX C — SIDE LETTER OF AGREEMENT, DESERT REMOTE LOCATION
INCENTIVE PAY**

SIDE LETTER OF AGREEMENT: DESERT REMOTE LOCATION INCENTIVE PAY
Between The Metropolitan Water District of Southern California ("Metropolitan")
and the Management and Professional Employees Association/AFSCME Local 1001 ("MAPA")

This is to memorialize that the parties have met and conferred, and agreed to an Incentive Pay, the intention of which is to improve recruitment and retention at Metropolitan's remote desert facilities (defined as the Hinds, Eagle Mountain and Iron Mountain Pumping Plants, hereinafter referred to as "Remote Locations"). The terms of this Incentive Pay shall be as follows:

General:

1. Effective the first payroll period following approval by Metropolitan's Board of Directors, an Incentive Pay program shall be implemented, which will provide annual lump sum payments to qualifying employees as follows, subject to the provisions of paragraphs 5d, 14, and 15:
 - a. \$6,000 upon completion of one year's continuous service at a Remote Location.
 - b. \$8,000 upon completion of a second consecutive year of continuous service at a Remote Location.
 - c. \$10,000 upon completion of a third consecutive year of continuous service at a Remote Location.
2. Such payments shall be made by separate check(s) at the conclusion of each one year increment. Subsequent to the Board's approval of this agreement, the parties shall meet to determine whether payments will be made each year by a single separate check or multiple checks. Employees shall be given adequate notice prior to receiving payments, to allow them sufficient time to make any desired changes to payroll deductions and contributions. The payments will not be reported as compensable earnings to the California Public Employees Retirement System for retirement purposes but are considered wages and therefore understood by the parties to be taxable.
3. This agreement and incentive payment program for Remote Locations applies specifically to regular full time employees at the Remote Locations, and does not apply to recurrent, part time, or temporary employees.
4. For all relevant purposes, an employee's service time for the incentive shall be divided into pay periods. A "year" or "twelve month" period shall be defined as twenty-six (26) bi-weekly pay periods and "six months" shall be defined as thirteen (13) bi-weekly pay periods.

Qualifying Service:

5. Qualifying service at a Remote Location shall include:
 - a. Assignment to a Remote Location as the regular work location, even if for a portion of time, the employee is temporarily assigned by management to a non-Remote Location.
 - b. Assignment by management to a Remote Location as the temporary work location, provided such temporary assignment is for 12 consecutive months. An employee's temporary work location shall not be changed for the purpose of denying the employee the incentive pay.

- c. All regularly scheduled hours in a paid status, when assigned pursuant to subparagraphs (a) and (b) above, including authorized medical leaves.
 - d. Examples of variations in qualifying service are shown in the attached program calendar (Attachment 1).
6. Upon approval of this agreement by the Board of Directors, existing employees assigned to a Remote Location will be given six (6) months of qualified service for eligibility towards the first incentive payment, if the individual has been assigned to a Remote Location for six months or more. If an existing employee assigned to a Remote Location has less than six months of qualified service, then whatever her/his amount of service time at the Remote Location will be credited toward the first incentive payment qualifying period. In the event of the latter, the employee's eligibility for the Incentive Pay will begin on the day of the first pay period in which she/he is at the remote location.
 7. An employee need not be assigned to the same Remote Location for an entire 12-month period in order to qualify for Incentive Pay. *(Example: An employee assigned to the Hinds Pumping Plant is the successful bidder, or is transferred by management, into a new position at one of the other Remote Locations (Eagle Mountain or Iron Mountain). The employee will continue to qualify provided the employee's service at the new Remote Location continues for the remainder of the 12-month period.)*
 8. Employees assigned to a Remote Location after the date the Incentive Pay program is implemented, shall begin qualifying on the first day of the pay period of assignment to the Remote Location.
 9. An employee assigned to a Remote Location, who Management subsequently promotes through a Management-requested promotion to a position at a non-Remote Location, shall continue to qualify for Incentive Pay for the remainder of that 12-month period, after which she/he shall cease being eligible. *(Example: employee begins qualifying for Incentive Pay on 1/1/16, but is promoted to a non-Remote Location on 7/1/16. Effective 12/31/16 the employee shall be eligible for the \$6,000 incentive payment, after which she/he shall receive no further payments unless subsequently assigned to a Remote Location.)* This paragraph 9 shall not apply in instances of promotions achieved through a job bid.

Breaks in Qualifying Service:

10. If an employee retires, resigns, or transfers from a Remote Location in the middle of a 12-month qualifying period, or is discharged, she/he shall not be eligible for Incentive Pay for that year. *(Example: employee's 1st year at Remote Location is from 1/1/16 – 12/31/16, and she/he receives the \$6,000 incentive payment. He then works from 1/1/17 at the Remote Location, but retires on 3/1/17, and therefore is ineligible for any portion of the \$8,000 incentive payment.)*
11. If an employee resigns, voluntarily transfers, or is discharged from a position at a Remote Location, and is subsequently reinstated to a position at a Remote Location, she/he will be treated like a new employee in a Remote Location and qualification for the Incentive Pay program will restart as if there had been no prior qualifying service.

Expiration and Renegotiation:

12. This Incentive Pay provision shall "sunset" (i.e. expire) three years from the date the Incentive Pay program is first implemented.
13. No more than 120 days but no later than 60 days prior to the "sunset" date, the parties shall meet and confer upon the request of either party over whether to continue the Incentive Pay provisions beyond the "sunset" date. As part of such negotiations, the parties will review and consider any relevant data as to whether Incentive Pay has been effective in attracting and retaining personnel at the Remote Locations.
14. In the event no agreement is reached to extend Incentive Pay beyond its "sunset" date, then any employees who were in the midst of a qualifying period shall receive a pro-rated payment for that 12-month period. *(Example: Employee begins his 2nd consecutive year on 3/1/18, and the Incentive Pay provisions "sunset" and do not renew on 9/1/18. The employee is entitled to a pro-rated 2nd year payment of \$4,000, which is 50% of the 2nd year \$8,000 payment.)*
15. Management shall not be required to spend more than the following budgeted amounts during the first three years of this agreement:
 - a. \$300,000 for year 1
 - b. \$400,000 for year 2
 - c. \$500,000 for year 3.

The maximum cumulative amount payable per this agreement is limited to \$1,200,000, unless the Incentive Pay program is extended pursuant to paragraphs 12 and 13. Should this budgeted amount be projected to be exceeded, Management shall inform the bargaining unit of such and the parties will meet and confer to determine how the incentive will be paid to qualifying employees. Management may, in its discretion, seek Board authorization for additional funds.

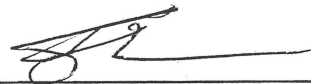
16. This agreement shall remain in effect for the duration of the 2011-16 Memorandum of Understanding between Metropolitan and MAPA, which at all times has continued in full force and effect. This agreement will be incorporated into any successor MOU for the duration of the program as defined in paragraph 12.

For MAPA:

For Metropolitan:



Jan Matusak
President



Stephen Lem
Employee Relations Officer

3/18/2016

Date

3/17/16

Date