

Memorandum of Understanding
between
Santa Clara Valley Water District
and
Employees Association
AFSCME Local 101



The **Labor** Behind Your **Water**



2012–2014

(January 1, 2012, Through December 31, 2014)

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ARTICLE I. RECOGNITION

Section 1. Recognition

The Santa Clara Valley Water District (District) formally recognizes the Union as the majority representative of those classes of employees and units listed in Attachment I, hereto.

Section 2. Dues Check-Off

- A. The District agrees to check-off Union dues from member paychecks. Such check-off shall be in uniform amounts and be authorized in writing by the employee on a form supplied by the District; provided that the employee's earnings are regularly sufficient after other legally required deductions are made to cover the amount of dues check off authorized. Dues withheld by the District will be transmitted to the officer or depository designated by the Union.
- B. The District agrees to supply the Union with a biweekly report of the names and classes of employees who have authorized Union dues check off. The District will provide the Union the home address for members and agency fee payers upon request. An employee has the right to file a statement with the District to withhold release of the home address to AFSCME Local 101.
- C. The Union agrees to indemnify, defend, and hold the District harmless from any and all claims, demands, suits, or other action arising from the provisions of this Section or from compliance with employee cancellations of check off authorizations.

Section 3. Political Payroll Deduction

Any worker may sign and deliver to the District an authorization card for payroll deduction of voluntary contributions to Public Employees Organized to Promote Legislative Equality (PEOPLE). The District agrees to remit monthly to the Union all monies deducted for PEOPLE accompanied by a list of employees for whom such deductions have been made. Such authorization may be invoked or revoked in writing by the employee at any time.

Section 4. Union Security

- A. ***Maintenance of Membership***—Any employee who is a Union member and is tendering dues through payroll deduction as of the date of execution of this Memorandum of Understanding (MOU), or who becomes a Union member during the term of this MOU, shall remain a member and continue dues deduction for the duration of this MOU and each subsequent MOU thereafter. For the period of ninety to seventy (90–70) days prior to the expiration of this or any subsequent MOU, an employee who is a Union member shall have the right to withdraw from the Union by discontinuing dues deduction, such withdrawal to be communicated in writing by the employee to the Union and the District on Form FC 671, during the ninety to seventy (90–70) day period. An employee who moves to a position outside the Union's bargaining unit shall not be required to continue dues deduction.

1. The Union shall hold the District harmless against all claims or other forms of liability that arise out of or by reason of this Union Security section.
- B. **Agency Shop**—Pursuant to Section 3502(a) of the California Government Code and amendment to the Meyers-Milias-Brown Act (MMBA), the District and the Union agree to abide by the following provisions as they relate to an agency shop election.
1. Agency Shop as defined under Meyers-Milias-Brown means “an arrangement that requires an employee, as a condition of continued employment, either to join the recognized employee organization, or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization.”
 2. Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. The employee may be required, in lieu of periodic dues, initiation fees, or agency fees, to pay sums equal to the dues, initiation fees, or agency fees to a non-religious, no-labor charitable fund exempt from taxation under Section 501(c) (3) of the Internal Revenue Code, chosen by the employee from a list of at least three (3) organizations, or if the MOU between the District and the Union fails to designate the funds, then to any such fund chosen by the employee. Proof of the payments shall be made on a monthly basis to the District as a condition of continued exemption from the requirement of financial support to the Union.
 3. Covered employees shall execute written authorization for either Union dues deductions, the agency fee, or, if eligible, the charitable contribution. In the absence of a written authorization, the District shall deduct the agency fee from the employee’s paycheck.
 4. The agency shop provision may be rescinded by a majority vote of all the employees in the unit covered by the MOU, provided that:
 - a. A request for such a vote is supported by a petition of at least thirty percent (30%) of the employees in the bargaining unit;
 - b. The vote is by secret ballot;
 - c. The vote may be taken at any time during the term of the MOU, but in no event shall there be more than one vote taken during that term.
 5. An Agency Shop arrangement shall not apply to management, confidential, or supervisory employees.
 6. The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the District and to the employees who are agency fee members, within sixty (60) days after the end the calendar year, a detailed written financial report thereof in the form of a balance sheet and an operating fiscal statement, certified as to accuracy by its president and treasurer

or corresponding principal officer, or a certified public accountant. For the purposes of distribution, the District will provide the Union with names and addresses of all affected employees.

7. The Union shall indemnify, defend and hold the District harmless against any liability arising from any claims, demands, or other action relating to the District's compliance with the agency shop obligation. The Union shall comply with all statutory and legal requirements with respect to Agency Shop.

Section 5. Time Off for Representation

- A. The District will notify the Union when members' participation as volunteers in District directed committees/projects is desired. When requesting Union member participation, District management will provide the Union a description of skills/expertise needed, number of hours anticipated, and duration of service needed, and budget code.
- B. Union representatives may be given specified release time for the following:
 1. **Meet and Confer/Consult**—Up to three (3) designated Union members are allowed time off without loss of compensation for purposes of meeting and conferring or meeting and consulting with District representatives on matters within the scope of representation.
 2. **Negotiations**—The District will provide release time for up to seven (7) designated Union members for purposes of meeting and conferring on a successor MOU. Release time for up to four (4) additional hours per week shall be granted for bargaining preparation after the commencement of negotiations.
 3. **Board Meeting Attendance**—Up to two (2) designated Union representatives are allowed time off without loss of compensation to hear items before the Board of Directors within the scope of representation. A Union representative must notify the Labor Relations Officer before using release time to attend Board meetings.
 4. **Meetings of District-Authorized Committees**—Up to three (3) Union representatives are allowed time off without loss of compensation to attend meetings of District-authorized committees when representatives are serving on such committees as a representative of the Union.
 5. **Grievances**—One (1) designated Union representative is allowed time off without loss of compensation for purposes of representing an employee in a meeting with District representatives relative to an employee grievance.
 - a. One (1) designated Union representative is allowed time off without loss of compensation for the purpose of discussing or investigating a grievance with an employee; provided that the District finds there is no undue interruption of the work of either the Union representative or the grievant and both the Union representative and the grievant have notified their respective supervisors of such time off.

- b. An employee has the right to discuss a grievance with a Union representative during working hours provided there is no disruption of the work load and the employee has notified and received authorization from the first-line manager/supervisor.
 - c. Release time will be provided to new stewards to receive training on grievance handling, including observing the actual grievance process.
6. **Representation**—The Union President and/or a designee will have release time without loss of compensation for the purpose of conducting Union business as specified below. Compensated release time shall be limited to formal meetings with District Management personnel and the investigation and presentation of grievances. Release time must be scheduled in advance with the President's or designee's supervisor.
7. **Release Time**—Union representatives shall notify his/her unit manager/supervisor of his/her intention to be on release time as far in advance as reasonably possible, but no later than the end of normal business hours the day before such meeting except in the case of emergency situations. Union representatives must log the time they leave their work assignments and the time they return to work in order to qualify for compensated release time. Union will provide the District a list of all officers, stewards, and representatives/alternative representatives. Permission to perform Union functions shall not be unreasonably denied.

Section 6. Access to Work Locations

The Union shall have reasonable access to work locations for purposes of processing grievances or concerning matters within the scope of representation provided that the supervisor of such work location is notified prior to entry. Such access shall not interfere with the work process, safety, or security of the work location.

Section 7. Mail/Bulletin Boards

- A. The Union may utilize existing bulletin boards in accordance with existing District procedures, provided posted information relates solely to Union activities and services. The bulletin board shall not be used to post material which endorses or supports political candidates or positions in elections.
- B. Further, the Union may use District mail, facsimile, and electronic mail for the distribution of information in accordance with existing District procedures.

Section 8. District Facilities

The Union has reasonable use of District facilities and equipment for meetings in accordance with District policies and procedures.

Section 9. Access to Information

The Union has access to such non-confidential information pertaining to employee relations that is subject to disclosure under the California Public Records Act.

Section 10. Written Notice

- A. Written notice of any ordinance, rule, regulation or resolution relating to matters within the scope of representation proposed to be adopted by the Board of Directors or otherwise implemented shall be given to the Union reasonably prior to such action to solicit Union response and to afford an opportunity to meet with the District regarding the issue. In the case of an emergency, when reasonable prior notice is not possible, the District shall provide such notice as soon as possible and an opportunity to meet at the earliest practical time to discuss the issue.
- B. Any communication in accordance with Section 10(A) above shall be submitted to the Union President and to the Union office by the District through its Labor Relations Unit.

Section 11. New Hire Information

The Union shall be notified of the name, classification, unit, and work location of all new hires into coded positions in the classifications listed in Attachment I within the first pay period following the new employee's starting date.

Section 12. Orientation

As part of the District's new employee orientation program, orientation packets distributed by the District shall include information about the Union, provided by the Union.

ARTICLE 2. DISTRICT/EMPLOYEE RIGHTS

Section 1. Employee Rights

Employees of the District shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment. Employees of the District also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the District. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the District or by any employee organization because of his exercise of these rights.

Section 2. District Rights

- A. The rights of the District include, but are not limited to those listed herein, except where such rights are limited by clear and explicit language of this Agreement:
1. The right to determine the mission of the District, including without limitation, the District's departments, divisions, institutions, boards and commissions;
 2. The right of full and exclusive control of the management of the District; supervision of all operations; determinations of methods, means, location and assignments of performing all work; and the composition, assignment, direction, location and determination of the size and mission of the workforce;
 3. The right to determine the work to be done by employees, including establishment of service levels, appropriate staffing and the allocation of funds for any position(s) within the District;
 4. The right to review and inspect, without notice, all District-owned facilities and equipment, including without limitation desktop computers, work areas and desks, email, computer storage drives, voicemail systems, vehicles, and filing cabinets and systems;
 5. The right to change or introduce different, new or improved operations, technologies, methods or means regarding any District work, and to contract out for work;
 6. The right to establish and modify qualifications for employment, including the content of any job classification, job description or job announcement, and to determine whether minimum qualifications are met;
 7. The right to maintain and modify the District's job classifications;
 8. The right to establish and enforce employee performance standards;
 9. The right to schedule and assign work, make reassignments, and assign overtime work;

10. The right to hire, fire, promote, discipline, reassign, transfer, release, discipline, layoff, terminate, demote, suspend or reduce in step or grade, all employees;
11. The rights to establish and modify bargaining units; to assign new or amended classifications to particular bargaining units; and to designate any position confidential, management or otherwise for bargaining unit assignments pursuant to the MMBA;
12. The right to inquire and investigate regarding complaints or concerns about employee performance deficiencies or misconduct of any sort, including the right to require employees to appear, respond truthfully and cooperate in good faith regarding any District investigation;
13. The right to maintain orderly, effective, and efficient operations; and
14. The right to take any appropriate lawful measure to ensure the best delivery of services to the public in response to any work stoppage, including without limitation; (a) altering work schedules or locations to ensure coverage; and (b) investigating absences to ensure no violation of District policies.

Section 3. Nonstrike/Lockout Provision

- A. During the term of this agreement, the District agrees to not lock out employees and the Union nor its agents nor any District employee, for any reason, will authorize, institute, aid, condone or engage in a work slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the District.
- B. The Union agrees to notify all of its officers, stewards and staff of their obligation and responsibility for maintaining compliance with this section, including the responsibility to remain at work during any activity which may be caused or initiated by others and to encourage employees violating this section to return to work.
- C. Violation of this section by the Union shall result in cancellation of dues check off and the District will be free to seek any other appropriate remedies for such actions.

ARTICLE 3. COMPENSATION

Section 1. Salaries

- A. Across the Board Salary Adjustments (ABSA) will be effective in the 14th pay period of each year. The adjustments will be made as follows:

Pay Period 14, Year 2012	Pay Period 14, Year 2013	Pay Period 14, Year 2014
0.0%	1.5%	2.0%

- B. Payday shall be by the Friday following the last day of the pay period for which the pay was earned. In the event a regularly scheduled payday falls on a holiday, paychecks will be distributed on the preceding workday. In the event an employee will not be at the assigned work location to receive a regularly scheduled paycheck, a request may be made to have the District mail the paycheck to such designation as is desired by the employee.
- C. The District shall continue to offer direct deposit to all eligible employees, as available.

Section 2. Step Placement

- A. Employees will be compensated on a salary range consisting of seven (7) steps. The salary percentage differential for the seven steps is as follows:
1. Between steps 1 and 2, the salary assigned to Step 2 is 5% greater than the salary assigned to Step 1.
 2. Between steps 2 and 3, the salary assigned to Step 3 is 5% greater than the salary assigned to Step 2.
 3. Between steps 3 and 4, the salary assigned to Step 4 is 5% greater than the salary assigned to Step 3.
 4. Between steps 4 and 5, the salary assigned to Step 5 is 5% greater than the salary assigned to Step 4.
 5. Between steps 5 and 6, the salary assigned to Step 6 is 2.5% greater than the salary assigned to Step 5.
 6. Between steps 6 and 7, the salary assigned to Step 7 is 2.5% greater than the salary assigned to Step 6.
- B. The first step is the minimum rate and shall be the usual hiring rate for all classes. In cases where it is difficult to secure qualified personnel, or a person of unusual qualifications is employed, the District may authorize appointment at a rate other than the first step. An overall mid-year or annual review rating of "Needs Improvement" will result in the denial of a step increase until the employee's overall performance is rated at least "Meets" in a future evaluation period.

- C. An employee shall be eligible for advancement to:
 - 1. The second step after completion of six (6) months of competent service in the first step and approval of the District, except that a new employee shall advance to the second step after completion of his/her first twelve (12) months of competent service and approval by the District.
 - 2. The third, fourth, or fifth steps after completion of twelve (12) months of competent service in each preceding step and approval of the District.
 - 3. The sixth and seventh steps after completion of thirty (30) months of competent service in each preceding step and approval of the District.
- D. Approved salary adjustments will be made retroactive to the first pay period of eligibility, unless the adjustment is withheld due to less than satisfactory performance.

Section 3. Step Placement Upon Promotion, Demotion, or Reclassification

- A. For informational purposes, each salary range is approximately 2.5% above the next lower salary range.
- B. All appointments to a class shall be to a step within the salary range for that class.
- C. Upon promotion or reclassification, an employee's salary shall be adjusted as follows:
 - 1. For a promotion or reclassification where the seventh step salary of the higher class is less than 10% above the seventh step salary of the present class, the employee shall be placed at the same step in the higher class that they are at in the present class (i.e., if the employee is at the third step in the present class, s/he will be placed at the third step in the higher class; if the employee is at the sixth step in the present class, s/he will be placed at the sixth step in the higher class).
 - 2. For a promotion or reclassification where the seventh step salary of the higher class is 10% or more above the seventh step of the present class, the employee shall be placed in the step in the new range which provides for a 10% increase, or to the first step in the new range, whichever is greater.
 - 3. For a demotion, including a voluntary demotion, the employee shall be placed at the highest step in the lower range which does not provide an increase in salary.

Section 4. Salary Adjustment and Service Time

- A. An employee placed in the first step of a new range or receiving a two (2) step or more range increase as a result of promotion or reclassification shall receive a new salary anniversary date as of the date of promotion or reclassification for purposes of determining future step increases.
- B. In all other cases of promotion, demotion, transfer or reclassification, employees shall not lose the time served in their former salary step. The time served in the former step

shall be included when computing the required months of service needed to be eligible for their next step increase.

Section 5. Pay Differentials

- A. Incumbents in the class of Assistant Water Plant Operator who have or obtain a Grade 3 license shall be compensated at a rate two (2) ranges higher than that to which the employee is normally entitled, provided the incumbent is not in a probationary status and received an overall rating of at least “Meets” on the most recent performance evaluation. Employees hired by the District after January 1, 2012, are ineligible for this differential.
- B. Incumbents of the classes of Sr. Water Plant Operator and Water Plant Operator shall be compensated at a rate one (1) range higher than that to which they are entitled when they possess a valid Water Treatment Plant Operator Certificate issued by the California State Department of Public Health, of one (1) or more grades higher than that required by their class.
- C. Incumbents of the classes of Sr. Water Plant Operator, Water Plant Operator, Systems Control Operator III, or Systems Control Operator II, shall be compensated at a rate two (2) ranges higher than that to which they are entitled when assigned to a “relief” schedule for periods of not less than a twelve (12) week duration.
- D. Incumbents in the classes of Administrative Assistant, Board Administrative Assistant, Project Assistant and Executive Assistant required to possess and use stenographic skills in the performance of their duties shall be compensated at a rate two (2) ranges higher than that to which they are entitled, when such requirement is an ongoing assignment and authorized by the Chief Executive Officer (CEO).
- E. Incumbents of classes required to be commissioned as notary public, excluding the Deputy Clerk of the Board, shall be compensated at a rate two (2) ranges higher than that to which they are otherwise entitled.
- F. Incumbents of classes who possess, maintain, and use in the regular course of their duties, a Qualified Applicators Certificate (QAC—pesticide spray card), shall be compensated at a rate two (2) ranges higher than that to which they are otherwise entitled.
 - 1. Individuals in unit 295 who maintain a current QAC will retain their differential.
 - 2. Those individuals not in unit 295 who retain and use their QAC will be paid the differential for actual hours worked at the MOU identified rate.
- G. The rates provided in A through E above shall be considered as base rates for purposes of step placement upon changes of class, overtime compensation, paid leave payoff and related matters determined by base rates.
 - 1. A swing shift differential of seven and one-half percent (7½%) over the base hourly rate shall be paid to all District employees who work other than the 12-hour shift schedule and at least five-eighths (⅝) of the shift between 3:30 p.m. and 12 a.m.

2. A grave yard shift differential of ten percent (10%) over the base hourly rate shall be paid to all District employees who work other than the 12-hour shift schedule and of which at least five-eighths ($\frac{5}{8}$) of a shift between 12 a.m. and 8:30 a.m.
 3. A night shift differential of fifteen percent (15%) over the base hourly rate shall be paid to all District employees who work on a 12-hour shift schedule of which "core time" for a night shift has been established consistent with Article 4, Section 8 "Flexitime."
 4. This premium pay shall not be allowed for time spent on vacation, sick leave, or leave with pay.
- H. Incumbents in the classes of System Control Operator III shall continue receiving their current differential as specified under previous agreements as long as they maintain their T-2 or higher certification. Any pay for such differential shall cease when an incumbent vacates the Systems Control Operator III class for any reason. Future appointments to the Systems Control Operator series are ineligible for T-2 or higher differentials. Incumbents and future appointments to the Systems Control Operator series are ineligible for reimbursement for expenses entailed in taking courses, examinations or annual maintenance fees for Water Treatment Plant Operator certificates.
- I. Incumbents in the classes of Maintenance Worker III and Heavy Equipment Operator who obtain and maintain a valid crane certification shall be compensated at a rate two (2) ranges higher than that to which they are normally entitled. Senior Maintenance Workers that carried the crane certification prior to their appointment to that position will also be included for this differential.
1. Within the current District-established staffing guideline of a maximum of 12 crane operators eligible for a crane differential, the District has the option to specifically recruit for crane certification within any of these classes (the class specification would so indicate) and retains discretion to modify the staffing guideline if justified by future business needs and after consultation with the Union.
- J. Incumbents in the classes of Water Measurement Technician II, Water Measurement Technician III, and/or Senior Water Measurement Technician who obtain, maintain, and use in the regular course of their duties a valid certification as a backflow tester shall be compensated at a rate of 2.5% higher than that to which they are normally entitled.
1. Within the current District-established guideline of a maximum of three (3) Water Measurement Technicians eligible for backflow certification differential, the District has the option to specifically recruit for backflow certification within the above-mentioned classes and retains discretion to modify the staffing guideline if justified by future business needs and after consultation with the Union.
- K. Upon written approval of the Appointing Authority and the Deputy of Human Resources, an employee in a budgeted position in the class of Program Administrator shall receive a differential of 2.5% (i.e., equivalent to one salary range) in base salary when assigned on a continuing basis to provide direct supervision (i.e., develop work plans, complete

performance evaluations, take disciplinary action) to one or more employees in budgeted positions. Such assignments and approvals are at management discretion and apply prospectively. The differential shall be effective the beginning of the first full pay period after all approvals, and shall cease the end of the first full pay period when the required supervision is no longer exercised or approval ceases.

- L. Incumbents in the Plant Maintenance Mechanic series shall receive a one-time lump sum bonus equal to 2.5% of their annual salary upon obtaining D-2 certification.
- M. Plant Maintenance Mechanic II's shall receive a lump sum bonus equal to 2.5% of their annual salary upon obtaining a D-3 certification, Senior Plant Mechanics shall be compensated at a range of 2.5% higher than that to which they are normally entitled for obtaining a D-3 certification. Mechanical Maintenance Supervisors shall be compensated at a range of 5% higher than that to which they are normally entitled for obtaining a D-4 certification.
- N. A confidential differential of five percent (5%) of base pay will be paid to employees, assigned by management, pursuant to the Employer/Employee Rules.

Section 6. On Call Pay

- A. Employees required to remain On Call during non working hours shall receive one (1) hour pay for the first 5–8 hours, within a single twenty-four (24) hour period, and one-half (1/2) hour pay for each additional 5–8 hours within the same twenty-four (24) hour period. An employee who is On Call for the entire weekend (i.e., from Friday after their normal shift ends until Monday beginning of their normal shift) shall receive eight (8) hours pay for the entire weekend.
- B. Employees On Call shall be readily accessible by cell phone, pager, landline or other means of communication and will report to duty within a reasonable amount of time as determined in writing by their supervisor/manager, but in no case should an employee be provided with less than 20 minutes to report to work.
- C. Employees who are On Call found not readily accessible, who refuse, or are unable to report to duty within the time frame determined by their manager, upon attempted notification by the District, shall not receive the On Call pay for the period they were supposed to be On Call and may be subject to progressive discipline.
- D. When an employee responds by cell phone, landline or computer and does not return to a District facility, they shall be paid their applicable rate of pay to the nearest quarter hour (i.e., 5 minute phone call—employee can charge 15 minutes) while engaged in this activity.

Section 7. Call Back Pay

- A. Employees reporting to work from on-call status or who are called back to work from off-duty hours shall be paid on a portal-to-portal basis. Portal-to-portal means the time from when the employee enters the District facility to which s/he is to report when called back to the time when the employee leaves the District facility.

- B. Employees not On Call, who are called back and report to work to a District facility (or alternative place designated) shall be compensated for two (2) hours, or the actual time worked, whichever is greater, at time and one-half the employee's base rate, provided such Call Back duty does not immediately precede or follow their normal shift.

Section 8. Translation Services Pay

- A. Employees who successfully demonstrate the ability to communicate effectively in English and any other language used by a significant portion of the population the District serves may be compensated at the rate of \$75.00 per month for providing occasional use of bilingual skills such as written or oral language translation on behalf of the District. Such translation services may be in addition to the employee's usual duties and responsibilities.
- B. The CEO or designee will determine the need and number of employees allowed to participate in this program. In order to receive translation service pay, the employee must document the time used to provide translation services on a form provided by the District, approved by their supervisor and submitted to payroll each month to receive the differential.

Section 9. Job Site Reporting

- A. Employees shall be eligible for job site reporting pay of seventeen dollars (\$17) per day where an employee is, in advance, temporarily assigned by a department manager to perform work on a project or campus other than the employee's regular base of reporting, and the employee must be at the location at the start or end of a shift. Except for Construction Inspectors, temporarily means the assignment does not exceed six (6) months.
- B. When job site conditions warrant, the employee may request or the Deputy may assign an assigned District vehicle for the purpose of job site reporting.
- C. The employee's regular base of reporting is defined as the office campus where the employee would normally report in the absence of the project activity, usually where the employee's supervisory and support staff are located.
- D. No other compensation including overtime shall be paid for any additional commute times or mileage incurred by the employee for reporting to a temporarily assigned job site within any geographic location of the District's jurisdiction.

Section 10. Temporary Promotion Pay

- A. The Appointing Authority may temporarily promote an employee to a class for which he or she is qualified by education, training, and experience, for a period of not to exceed twelve (12) months. Such employee's current position shall be retained, but compensation shall be in the first step of the range of the promoted position or 10% above the employee's current salary, whichever is higher, during such service in the promoted position, provided that the salary shall be at a step within the range of the higher class. The District will notify the Union when making a temporary promotion into classes represented by the Union.

- B. When granting temporary promotions, the District will use reasonable efforts to ensure such temporary promotions occur on a fair and equitable basis and are reserved for qualified employees. The District shall not use a temporary promotion as means of filling a position that requires a regular full-time employee.

Section 11. Organizational Performance Incentive

The parties recognize the need to provide incentives to improve organizational performance with the goals of creating a more cost conscious work force; realizing savings bringing increased focus on team and/or organizational rewards; and improving management of expenditures. The District, at its sole discretion, may continue to offer such programs as the On the Spot Awards, the Recognition Awards Program and Service Awards.

ARTICLE 4. WORKWEEK/OVERTIME/COMPENSATORY TIME

Section 1. Workweek and Lunch Break

- A. The workweek of unit personnel shall be regular recurring periods of 168 consecutive hours in the form of seven (7) consecutive 24-hour periods, as designated by the District. Eighty (80) hours shall constitute a full pay period of work. The workday and the pay periods shall be designated by the District. Work hours shall be as designated by the District. Employees shall be notified of any change in work hours/days at least five (5) calendar days in advance except in cases of emergency.
- B. Except as noted in C below, employees who work five (5) hours per day or more, must take an unpaid lunch break of at least one-half (1/2) hour. This lunch break should be taken at or about midway through the workday.
- C. Due to the nature of their work, individuals in the Water Plant Operator series, and System Control Operators series, agree to remain at their assigned work site during their work shift. These individuals are entitled to a 30 minute paid on-duty lunch break during their work shift.

Section 2. Work Schedules

- A. The District recognizes the importance of work-life balance for employees, in accordance with the District Values Statement.
- B. Work schedules include the 8-9-8 and 5-8 schedules, and both 4-10 and 12-hour shift schedules for assigned Continuous Facility Operations employees. Prior to establishing any new schedule, District shall give notice to the Union and afford the opportunity to meet and confer.
- C. An employee's work hours shall be as designated by the District. Employees shall be notified of any temporary change in designated work hours/days at least five (5) calendar days in advance except in cases of emergency.
- D. The manager may change the regular work schedule of an employee with 30 calendar days notice. Decisions to change a work schedule, or denial of a request by an employee to change his/her schedule, shall be based on business needs.
- E. Employees accrue vacation, sick and personal leaves according to hours of service. When a holiday falls on an employee's work day, the employee is given holiday pay for the number of hours regularly scheduled in that shift not to exceed nine (9) hours (12 hours for assigned continuous facility operation employees only). When the holiday falls on an employee's scheduled day off, eight (8) hours shall be added to the employee's vacation balance. Employees will be charged time off based on the number of hours in the work day missed.

Section 3. Overtime Meal Breaks

- A. In addition to regular scheduled breaks, employees will be provided a half (½) hour unpaid meal break after eleven (11) continuous hours of work.
- B. After sixteen (16) continuous hours worked, a paid one (1) hour meal break will be provided. After 21 continuous hours worked, an additional one-half (½) hour paid meal break will be provided.
- C. The break is earned at the completion of the 16th and 21st continuous hours worked.

Section 4. Overtime Meal Allowances

- A. Employees earn a meal allowance in accordance with paragraph B below, after completion of three (3) hours of overtime, when such overtime is contiguous with a full day's work. Employees also earn a meal allowance after completion of any eight (8) hours of continuous overtime and an additional allowance will be earned after completion of every four (4) hours of continuous overtime thereafter.
- B. Allowances for meals are determined by when the meal is earned and are limited as follows:
 - 1. A meal allowance earned between the hours of 12:01 a.m. and 8:00 a.m. shall be paid at eight dollars (\$8) for breakfast.
 - 2. A meal allowance earned between the hours of 8:01 a.m. and 4:00 p.m. shall be paid at ten dollars (\$10) for lunch.
 - 3. A meal allowance earned between the hours of 4:01 p.m. and 12 midnight shall be paid at twenty dollars (\$20) for dinner.
- C. Employees are not eligible for an overtime meal allowance if the District provides a meal consistent with the employee's reasonable dietary needs and within reasonable proximity to the time in which the allowance or break would be earned.
- D. Employees shall be reimbursed for actual meal expenses incurred while traveling on District business in accordance with and subject to the limitations of District procedures for travel reimbursements.

Section 5. Rest Period

- A. One (1) paid twenty (20) minute rest break with pay shall be provided to an employee for each four (4) hour period that employee is required to work during the workday. For full time employees, the first twenty (20) minute rest break must be taken during the first half of the workday and the second twenty (20) minute rest break must be taken during the second half of the workday. Supervisors are responsible for scheduling rest periods. It is recognized that many positions have an assignment that requires coverage for a full shift which would not permit the employee to actually leave his/her post. In those cases, it is recognized that the employee can "rest" while the employee physically remains in the geographic location of his/her duty post.

- B. An employee may not accumulate unused rest period nor shall rest periods be authorized for covering an employee's late arrival on duty or early departure from duty.
- C. The District will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk. This break time will, if possible, run concurrently with the employee's break time already scheduled. If it is not possible for the break time for expressing milk to run concurrently with the break time that is already provided, the break time for expressing milk will be unpaid.

Section 6. Overtime/Compensatory Time

- A. An employee must obtain the supervisor's approval prior to working overtime. In exceptional or emergency circumstances where overtime is required and there is not opportunity to obtain supervisory authorization an employee must report the hours worked, purpose, and circumstances to the supervisor during the employee's next scheduled shift.
- B. Overtime is defined as hours worked in excess of 40 hours in a work week or hours worked in excess of those regularly scheduled in a full-time shift, excluding authorized meal periods. Part-time employees will be paid overtime for hours worked in excess of 40 hours in a work week, or hours worked in excess of their regularly scheduled shift or 8 hours in a day, whichever is greater. Except as noted in paragraphs C, D and E below, overtime compensation shall be at one and one-half (1½) of the employee's regular hourly rate of pay including hourly premium and bonus wages.
 - 1. Sick Leave will not be counted in calculating hours worked. Other paid time off will be counted in calculating hours worked.
- C. Employees may request and earn compensatory time off in lieu of paid time. Compensatory time shall be accumulated at the rate of one and one-half (1½) hour accumulation for each hour worked, not to exceed a total accumulation of eighty (80) hours of compensatory time. Accumulated compensatory overtime must be taken before any accumulated vacation time is used and is to be taken under the same terms and conditions as vacation.
- D. Overtime/compensatory time payment shall be as defined above except that continuous overtime worked in excess of 8 hours shall be compensated at two (2) times the regular hourly rate of pay and continuous overtime worked in excess of sixteen (16) hours shall be compensated at two and one-half (2½) times the regular rate.
- E. An employee who is required to work overtime on Sundays or a District holiday will be paid at the rate of two (2) times the regular hourly rate.

Section 7. Fatigue Time

- A. If an employee works four (4) or more continuous hours of overtime with less than an eight (8) hour rest period before their next regular scheduled work shift, they may receive fatigue time. The purpose of fatigue time is to allow an employee an eight (8) hour rest period before requiring them back to work. The employee will not lose the

regular work pay they would otherwise be entitled to. A maximum of eight (8) hours of fatigue time is allowed.

EXAMPLE: An employee whose normal start time is 8 a.m. works four (4) hours continuous overtime from 10 p.m. until 2 a.m. Since there are only six (6) hours between the end of the overtime worked and the start of the normal shift, the employee is eligible for two (2) hours of fatigue time. The employee may arrive at work at 10 a.m. and can code the two (2) hours missed (8:00–10:00) to fatigue time and receive the normal full day's pay.

- B. Employees requesting fatigue time are responsible for providing advanced notification to their supervisor, or person in charge that they will be utilizing fatigue time.
- C. Employees are not eligible for fatigue time if the overtime work begins within four (4) hours of their next regularly scheduled shift.

Section 8. Flextime

- A. In order to efficiently carry out District work and serve the public, managers will establish designated start and end times for their areas of oversight.
- B. Employees are expected to report to work at their designated starting time. On occasions when an employee is not able to report to work on time due to commute difficulties, unanticipated responsibilities, or family care issues, the employee may have up to a fifteen (15) minute grace period provided it does not affect the necessary work and responsibility of the District. This grace period is not to be exercised on an ongoing basis, but is intended for unexpected difficulties. An employee who reports to work late must make up the time by working a corresponding number of minutes at the end of the regularly scheduled shift.
- C. Employees may request flexible time up to two (2) hours before or after the designated start and end times. Flextime may be approved unless, in the sole discretion of the District, the time would significantly affect the necessary work and/or public responsibility of the District.
- D. Each non-exempt employee must complete their full scheduled number of hours required per day. Lunch and/or break times may not be used to complete the number of hours in a shift.

ARTICLE 5. BENEFIT PROGRAMS

Section 1. Maintenance of Benefits

Benefit plans currently in effect will continue during the term of this MOU unless (1) a benefit plan is canceled by the Plan/Insurer or (2) a benefit plan is added, deleted, or amended by the District and after consultation with the Union. The District will notify all employees and the Unions of any changes, including, but not limited to, any amendment, deletion, or cancellation of a benefit plan no later than ten (10) working days prior to the effective date of such amendment, deletion, or cancellation.

Section 2. Medical

- A. The District agrees to continue Kaiser and Blue Shield medical coverage at the level provided in this MOU. Effective April 1, 2012, employees will pay 15% of the cost of the premium. Effective April 1, 2012, the District will pay 85% of the cost of the premium. Coverage will be for all employees and their dependents, including registered domestic partners. During the life of the MOU, any increases or decreases in premium rates will also increase or decrease the total amount paid by the established cost-sharing. Employee paid medical premiums may be paid on a pre-tax basis in accordance with the IRS Section 125 Plan.
- B. The District agrees to provide all regular District employees with medical coverage. District employees may only receive coverage under one plan; either as single coverage or family coverage either as the primary beneficiary or as a dependent under the plan of a spouse or registered domestic partner who is a regular District employee. Also, an employee's eligible dependents will only be covered under one employee's medical plan.
- C. A District employee who chooses to be covered as a dependent under another District employee's plan rather than opting for coverage as a primary beneficiary, will receive an in-lieu payment equivalent to 50% of the cost of the least expensive single coverage plan which is taxable income.
- D. Such District employees are eligible to enroll in any plan in the event one spouse or partner leaves the District, or a change in their marital/partnership status occurs.
- E. Upon retirement, such employees would have the same rights to medical benefits as other employees.

Section 3. Vision Care

The District agrees to continue the Kaiser and Vision Service Plan vision care coverage for employees and dependents, and pay the premium thereof, including any increases in the cost of premiums which may occur during the term of this MOU.

Section 4. Dental

- A. The District agrees to continue the Delta Dental Plan of California dental coverage for employees and dependents and pay the premium thereof, including any increases in the cost of premiums which may occur during the term of this MOU.
- B. The benefits of the District-paid Delta Dental Service Plan will have the basic dental coverage benefit of \$2,000 per each eligible employee and each dependent per year, and the lifetime orthodontic benefit of \$1,500 per each eligible employee and each dependent.

Section 5. Life Insurance

The District agrees to furnish life insurance equal to an employee's annual salary up to a maximum benefit of \$100,000. This policy includes AD&D coverage for the employee. Additional life insurance at employee's cost will be available at group rates at 1x, 2x, 3x or 4x annual salary to a maximum benefit of \$500,000.

Section 6. Disability Insurance

- A. The District provides basic Short-Term Disability (STD) and Long-Term Disability (LTD) insurance which provides a benefit of 66 2/3% up to the first \$9,000 in monthly base pay. For STD, benefits start after the 14-day elimination period and are paid on a weekly basis. If necessary, STD may transition into LTD after 180 days of disability and then paid on a monthly basis.
- B. Employees who have a gross salary of more than \$9,000 per month are eligible to purchase supplemental STD/LTD coverage up to a maximum of \$18,000 in monthly salary.
- C. Employees may use their sick leave during the waiting period and to supplement disability payments.

Section 7. Personal Accidental Death and Dismemberment

The District agrees to make personal accidental death and dismemberment group insurance available to employees at no cost to the District.

Section 8. Part-Time Classified Benefits

- A. Regular District employees who have received management approval to work a reduced work week or part-time schedule and who work a minimum of 40 hours per pay period and participate in the Public Employees Retirement System are entitled to receive the following benefits on the same terms as full time regular District employees:
 - 1. Medical
 - 2. Vision Care
 - 3. Dental
 - 4. Life Insurance
 - 5. Disability Insurance

- B. They may also participate in any classified employee benefit program wholly funded through employee contributions for which they are eligible under the terms of the agreement with the provider (i.e., optional Personal Accidental Death and Dismemberment Insurance).

Section 9. Dependent Care Assistance Program

The District agrees to continue the Dependent Assistance Program as provided by the Internal Revenue Code Section 129. Said program provides that a limited value of child and dependent care costs provided under an employer's non-discriminatory plan is not included in an employee's gross income for income tax purposes.

Section 10. Health Care Reimbursement Program

The District agrees to continue the Health Care Reimbursement Program as provided by the Internal Revenue code (IRC) 125. In accordance with the Program, a limited value of un-reimbursed medical costs provided under an employer's non-discriminatory plan is not included in an employee's gross income for income tax purposes.

Section 11. Employee Assistance Program

The District will continue the Employee Assistance Program providing employees access to confidential assistance in the solving of personal problems. Such program will be operated primarily by personnel outside of the District. Maintenance of confidentiality and anonymity will be considered a primary goal of the program.

Section 12. Benefits Handbook

The District's Benefits Handbook, describing the employee benefit plans, will be updated and made available to employees annually.

Section 13. Benefits Collaboration

The District will continue a dialogue with the Union in an effort to control costs and optimize the value of the employee benefits programs and to facilitate the approval of meet and confer items related to those programs.

ARTICLE 6. PENSION BENEFITS

Section 1. PERS Pension

- A. The District will continue to participate in the Public Employees' Retirement System (PERS) with benefits as currently provided at the 2.5% @ 55 Formula Benefit Level for employees hired prior to January 1, 2012. Employees hired January 1, 2012 or thereafter, will participate in the Public Employees' Retirement System (PERS) with benefits provided in the contract with PERS at the 2% @ 60 formula Benefit Level.
- B. Employees will reimburse the District 3.0% of the employer's Annual Required Contribution (ARC) of the 2.5% @ 55 Formula Benefit Level through direct payroll deductions. Employees will pay the full 8.0% of the PERS employee (member) contribution. Employees hired under the 2.0% @ 60 Formula Benefit Level will reimburse the District 3.0% of the employer's annual required contribution. Employees will pay the full 7.0% of the PERS employee (member) contribution. These deductions will be pre-tax.
- C. The District will continue to include an option in the retirement contract which allows retirement credit for military service under the terms and conditions as specified by PERS.
- D. The PERS Retirement Plan will include Post Retirement Survivor Continuance and Retirement Credit for Unused Sick Leave for the 2.5% @ 55 plan.
- E. The employee survivor benefits will be Level 4 as specified in the 1959 Survivor Benefits Report of the California Public Employees Retirement System for the 2.5% @ 55 plan.
- F. The PERS Retirement Plan Final Compensation will be calculated by using the average monthly rate over the highest consecutive 12 month period for the 2.5% @ 55 plan. The PERS Retirement Plan Final Compensation for the 2% @ 60 plan will be calculated by using the average monthly rate over the highest consecutive thirty six (36) month period.
- G. The District will continue implementing the provisions of Internal Revenue Code 4140(h) (2) which allows the employee's salary to be reduced by the amount of the employee's retirement contribution only for the purposes of computing Federal and State income tax. The employee PERS contribution will be taken against the actual base salary prior to reduction for taxation purposes.

Section 2. Retiree Health Benefits

- A. This section does not apply to those District employees who retired from the District prior to July 1, 1988.

- B. Eligibility requirements for retiree medical coverage are as follow:
1. Eligible retirees hired prior to March 1, 2007:
 - a. Eligible retirees with a minimum of ten (10) years (20,800 hours) of continuous District service will receive medical coverage.
 - b. Eligible retirees with a minimum of fifteen (15) years (31,200 hours) of continuous District service will receive medical coverage for the employee plus one eligible dependent.
 2. Eligible retirees hired on or after March 1, 2007:
 - a. Eligible retirees with fifteen (15) years (31,200 hours) of continuous service will receive medical coverage.
 - b. Eligible retirees with twenty (20) years (41,600 hours) or more years of continuous service will receive medical coverage for the employee plus one eligible dependent.
- C. A retired employee has the option to continue coverage for additional eligible dependents by paying the premium to the District.
- D. The District will include this assumption in conducting an actuarial analysis to estimate the impact on reducing the unfunded liability.
- E. During periods when an eligible retiree has medical coverage from another employer, that coverage will be primary and the District's coverage will become secondary.
- F. Upon the retiree's death, the District will continue medical coverage for the retiree's surviving eligible dependent. District-paid continuation of a second eligible dependent will cease upon the retiree's death.
- G. Any other surviving eligible dependents that were on the plan at the time of the retiree's death have the option to continue coverage by paying the premium to the District. New or additional dependents cannot be added after the retiree's death.
1. An eligible District retiree is defined as:
 - a. An employee who retired from the District on and after July 1, 1988, and is eligible for California Public Employees' Retirement System (CalPERS) service retirement (age fifty (50) or over with a minimum of five (5) years of CalPERS service credit), and
 - b. An employee with a minimum of ten (10) years (20,800 hours) of continuous District service, or
 - c. An employee with a minimum of five (5) years (10,400 hours) of continuous District service who is eligible for CalPERS disability retirement.

- H. It is understood that by entering into this MOU, neither party waives any legal rights, including the Union's or an employee's right to assert that retiree health benefits are vested, or what the vested benefit constitutes, as to employees working or who retired at any point between December 30, 2006, and December 31, 2011.
- I. The retiree health benefits provided to eligible District retirees will be the same health benefits that the District provides its active regular full time employees. Retiree premium sharing will be based on the premium sharing percentage required of active employees on the same premium amounts that apply to the medical plans for active employees, or retiree rates, whichever is less.

Section 3. Medicare Enrollment

As of August 1, 2007, all current retirees not yet 65 years of age and Medicare eligible and all future retirees who are Medicare eligible, must enroll themselves in Medicare when they reach the eligibility date for Medicare (presently at age 65). Their Medicare eligible dependents, who are enrolled in the District's health plan, must also enroll in Medicare upon their eligibility date. Failure to enroll in Medicare Part B will result in termination of retiree medical benefits. The District will reimburse the ongoing Medicare Part B cost incurred by the retiree and/or dependent. The method of reimbursement shall be developed by the District, but reimbursements shall be made no less frequent than quarterly. The District will also include this assumption in conducting its actuarial analysis to estimate the impact on reducing the unfunded liability.

Section 4. Deferred Compensation

- A. The District agrees to continue to make available reasonable deferred compensation programs.
- B. The Union will have the right to representation on the District's deferred compensation committee.
- C. The District agrees to match up to the first four hundred (\$400) dollars contributed in a calendar year by an employee to a District approved deferred compensation plan.

ARTICLE 7. PAID LEAVES

Section 1. Holidays

A. Employees will have the following paid holidays:

Holiday	Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	The Friday after Thanksgiving
Christmas Day	December 25

- B. Every day, subject to prior approval by the District Board of Directors, appointed by the President of the United States or the Governor of California for a public fast, Thanksgiving, or holiday.
- C. Holidays falling on Saturday are observed on the preceding Friday. Holidays falling on Sunday are observed on the following Monday. Holidays falling during periods of paid leave, such as vacation or sick leave shall not be deducted from the accumulated leave time. Holidays falling on an employee's scheduled day off shall be added to the employee's vacation balance.
- D. Continuous operations shift employees who work on a Saturday or Sunday on which a holiday would normally fall, will be paid at the holiday rate. The Friday preceding or Monday following shall not be considered a holiday for continuous operations shift employees.
- E. A continuous shift operator who works four (4) hours or less on a shift falling on a holiday shall be compensated by adding eight (8) hours to their accumulated vacation leave balance instead of holiday pay.
- F. When work is required on a holiday, such time shall be compensated at the rate of two (2) times the regular rate of pay including premium pay for shift differential, or any other pay differentials, plus the regular holiday pay to which the employee is entitled.
- G. An employee in a leave without pay status immediately preceding and following the holiday will not be eligible to be compensated for the holiday.
- H. When the holiday falls on an employee's regular day off, the employee will have eight (8) hours of vacation added to his/her vacation balance. Regardless of the employee's

scheduled work hours for that regular day off (i.e., 9 hours or 10 hours), only eight (8) hours of vacation is added to the existing vacation balance.

Section 2. Absence Notification

- A. Employees must obtain advance approval for use of vacation, personal leave, compensatory time off or sick leave for cases other than an unanticipated disabling illness or injury or for the need to care for a family member who becomes ill or injured.
- B. In circumstances where it is not possible to anticipate an absence and secure prior approval, the employee should notify his/her supervisor in a timely manner to report the absence. In most circumstances, the call should be made within one (1) hour of the scheduled starting time. Non-emergency medical appointments, sick leave, vacation, compensatory time off and personal leave are to be scheduled and approved sufficiently ahead of time so as to minimize the impact on unit operations.
- C. The District shall not require an employee to give a reason as a condition for approving the use of vacation, compensatory time, or personal leave provided prior approval is requested.
- D. Any unauthorized absence by an employee shall be deemed to be an absence without pay and will be grounds for disciplinary action by the appointing authority. Any employee who is absent for three (3) consecutive days or more without authorized leave shall be deemed to have resigned.

Section 3. Vacation

Years of Service	Rate of Annual Accumulation
Through 1st year	80 hours/year
Beginning with the 2nd year	96 hours/year
Beginning with the 5th year	128 hours/year
Beginning with the 10th year	144 hours/year
Beginning with the 15th year	168 hours/year
Beginning with the 20th year	176 hours/year

- A. Vacation may be accumulated not to exceed three (3) times the annual entitlement except when the employee:
 - 1. Is absent on full salary due to a work-related injury or illness, or
 - 2. Is earning vacation while using sick leave due to an illness or injury, or
 - 3. Is unable to take vacation because he or she as an employee of the District is responding to extreme emergencies such as fire, flood, or similar disaster.
- B. The monetary value of accumulated vacation time will be paid to an employee whose employment is terminated with the District. In the event of termination due to death, the value of accumulated vacation time will be paid to an employee's beneficiary.

- C. Whenever operationally practical, vacations will be scheduled for the time requested by the employee. In order to avoid undue disruption of work activities or to minimize conflicts with other employees' vacations, the unit manager may place reasonable or other restrictions on the use of vacation.
- D. Supervisors may prepare a schedule of available vacation periods for each class in their organizational unit in relation to estimated workload. Each employee shall indicate, by order of preference, the vacation period desired. Supervisors shall review vacation requests and resolve any conflicts in favor of the employee with the most District seniority, provided, however, if an employee requests his/her vacation be taken in two or more non-continuous vacation periods, such employee may exercise his/her seniority only for the first period of vacation.
- E. An employee on vacation who becomes ill may request a conversion of vacation time used while ill to sick leave if such illness is supported by a written statement from a medical provider or if the employee was hospitalized for the illness or injury.
- F. If an employee's requested vacation must be denied or cancelled due to operational reasons and for that reason the employee reaches the vacation accrual maximum, an exception of time will be granted before the vacation accrual maximum is enforced.

Section 4. Vacation Cash Out

An employee may cash out his or her accrued vacation hours not to exceed 80 hours or the number of hours equal to 75% of his or her vacation annual accrual rate whichever is greater. The cash out must be in accordance with District policy.

Section 5. Personal Leave

- A. Effective the first pay period of each fiscal year, employees in active status shall be credited twenty-four (24) hours of personal leave. Employees beginning District employment or returning from unpaid leave after that date shall have a prorated amount of personal leave credited to them, computed on a 26-pay-period basis.
- B. Personal leave must be approved for use in advance by the employee's supervisor.
- C. Personal leave shall not be accumulated from one (1) year to the next. Any personal leave remaining to the employee's credit at the end of the pay period prior to that pay period when the next year's personal leave is credited shall be lost.

Section 6. Sick Leave

- A. Sick leave with pay will be accrued at the rate of 3.693 hours per pay period (96 hours/year). Unused sick leave may be accumulated without limit. The District may require substantiation of any sick leave when the employee has a demonstrable pattern of sick leave abuse or the supervisor has good reason to believe the absence was for an unauthorized reason. Sick leave for three shifts in a row must be substantiated to the District with a note from an accredited attending physician or medical provider. At the employee's option, sick leave may be used for:

1. The employee's illness or injury,
 2. Medical or dental appointments for employees,
 3. Providing care for a spouse, registered domestic partner, child, parent or other legal dependent of the employee pursuant to the District's FMLA/CFRA Policy (such care could include medical or dental appointments),
 4. Extending the term of an employee's bereavement leave for up to 14 consecutive calendar days per Section 10 of this Article 7, or
 5. An employee on vacation who becomes ill may request a conversion of vacation time to sick leave if the illness is supported by a statement from an accredited physician or if such employee is hospitalized for any period due to accident or illness.
- B. Upon death of the employee, sick leave balance will be paid at 100% of cash value.
- C. Upon retirement, up to 480 hours of accrued sick leave shall be paid to the employee at the rate of 50% of the equivalent cash value.
- D. Upon resignation with ten or more years of service, or upon separation by layoff regardless of service, up to 480 hours of accrued sick leave shall be paid off at the rate of 25% of the cash value.
- E. Other than as provided in paragraphs B, C, and D above, all rights to sick leave shall be cancelled upon separation, provided, however that:
1. If an employee resigns and is not entitled to a sick leave payoff and is reinstated or re-employed within one year from the date of resignation, the employee shall have their former sick leave balances restored.
 2. Employees receiving a sick leave payoff shall, if reinstated or employed within six months, be required to repay the full amount of the sick leave payoff received and have their former sick leave balances restored. A written agreement for repayment in full must be made before reinstatement or re-employment.

Section 7. Sick Leave Payout

Any and all accrued sick leave hours beyond 480 as of December 26, 2011 (Pay Period 2012-01) in each employee's sick leave account shall be deducted from each employee's sick leave account for a payout, which may be paid in installments, during the term of the agreement, as determined by management. These hours will be valued at the employee's hourly rate as of December 25, 2011, and will be paid to each employee per provisions of the Memorandum of Understanding between the Santa Clara Valley Water District and the Employees Association (AFSCME—Local 101) dated December 30, 2006, through December 31, 2011, without the requirement of retirement or resignation. Years of service formula will be applied as of December 25, 2011.

EXAMPLE: On 12/25/2011, John Doe has a total of 650 accrued sick leave hours. All hours over 480 are deducted from John's sick leave balance leaving him 480 hours of sick leave and 170 hours for one time cash payout. John's rate of pay on 12/25/2011 is \$45.00 per hour. As of 12/25/2011, John had 13 years of service with the District. John will be paid \$3,825.00 (\$45/hr x 170 hrs x 50% per 2006 MOU).

Section 8. Sick Leave Conservation Program

- A. The Union and the District, in an effort to provide employees with an incentive to conserve sick leave, have agreed to the following:
1. **Payoff Provision**
 - a. At the end of Pay Period No. 25 of each fiscal year, all employees with a minimum of one (1) year of service who have used no more than twenty-seven (27) hours (exclusive of non-deductible bereavement leave) of sick leave during the preceding twelve (12) month period may convert up to twenty-four (24) additional hours of accumulated sick leave in eight (8) hour increments, to cash equal to the number of sick leave hours converted, multiplied by the employee's normal hourly rate.
 - b. The employee must have been in paid status for the full twelve (12) month period.
 - c. Any sick leave used for bereavement purposes shall not be charged against the employee's sick leave conservation hours.
 - d. Payment shall be made as soon as is practical after the necessary calculations, after pay period 25.

Section 9. Sick Leave Donation Program

- A. **Donor**
1. An employee shall be allowed to donate his or her sick leave to other employees in accordance with District Policy.
 2. Sick leave donations will be on an "hour for hour" basis.
 3. The number of sick leave hours donated by an employee will not be considered when determining the employee's eligibility for cashing out sick leave under the District's Sick Leave Conservation Program.
- B. **Recipient**
1. Must exhaust all of their own paid time off before donated time can be used.
 2. Must be on an approved medical leave of absence lasting more than 30 calendar days.

3. No lifetime max on the number of donated hours that an employee can receive.

Section 10. Bereavement Leave

In the event of death in an employee's immediate family (parent including in-law, grandparent, spouse, child including grandchild, sibling including in-law or other permanent member of the employee's immediate household or any person sharing a comparable relationship resulting from marriage or a registered domestic partner relationship), the employee shall be granted bereavement leave not to exceed three (3) days. Additional time may be charged to sick leave for a total leave (i.e., bereavement plus sick leave), not to exceed 14 consecutive calendar days. For example, an employee takes the maximum total leave period of 14 consecutive calendar days. Of those 14 consecutive calendar days, nine (9) are working days and five (5) are non-working days. The first three (3) of the nine (9) working days will be charged as bereavement leave, which the fourth, fifth, sixth, seventh, eighth and ninth working days will be charged as sick leave. The non-working days are not charged to any leave.

Section 11. Jury/Witness Leave

- A. Any employee who is subpoenaed as a witness is entitled to or his or her regular pay while serving as a subpoenaed witness provided that any fees the employee receives for being a witness are deposited into District funds.
- B. Any employee summoned to appear for jury service is entitled to his or her regular pay while on jury duty, provided that any fees the employee receives for being a juror are deposited into District funds.
- C. Employees working evening or night shifts shall be entitled to release time from their own work schedule for the number of hours spent on jury duty during the day.

Section 12. Military Leave

The District shall grant military leave in accordance with the California Military and Veterans Code, unless District policies are more generous.

Section 13. Industrial Injury Leave

- A. When an employee is unable to perform assigned duties by reason of sickness or disability, as defined in the Worker's Compensation Act of the State of California, the employee is eligible to receive the regular salary for eighty (80) hours of such disability, conditioned upon the use of a District-designated medical provider for the duration of the services needed for the care of the employee, without loss of sick leave and/or vacation benefits. This benefit may be referred to in this section as "Code 30" benefits.
 1. If the employee uses a District-designated medical provider, the industrial accident leave compensation is a maximum of eighty (80) hours.
 2. If the employee uses their own medical provider, such provider must be pre-designated prior to the injury meeting the requirements of the workers' compensation statute and the industrial accident compensation is a maximum of forty (40) hours.

3. If the employee starts treatment with the District-designated medical provider and after thirty (30) days chooses to treat with an out-of-network physician, the maximum compensation will be forty (40) hours. Any excess hours used beyond forty (40) hours will be reimbursed to the District.
4. The eighty (80) or forty (40) hours must only be used for time off related to the industrial injury for which the hours are assigned. Examples of legitimate use include: doctor's appointments, physical therapy appointments, meetings with investigators, and Temporary Total Disability. Time off that is not authorized by a physician will not be eligible for this benefit.
5. At the end of this leave (depletion of 40 or 80 hours), and if unable to return to work, the employee will elect whether to receive payment of any accumulated sick, vacation, or other earned leave benefits, or to receive workers' compensation Temporary Disability Payments (TTD).
6. If the employee elects to receive payment of any accumulated sick, vacation or their earned leave benefits, any TTD for this period is assigned to the District.
7. Code 30 benefits will be in effect for six (6) months from date of injury regardless of the number of hours actually used.
8. Alternatively, up to ten (10) hours of Code 30 benefits may be authorized for a "first aid only" work related injury contingent upon an objective medical evaluation to determine whether the incident is industrial in causation. Must be "As a Result of Employment" (AOE) or "In the Course of Employment" (COE) to qualify as industrial. Use of this time will be at the discretion of the unit manager, in consultation with the first level Deputy and the Worker's Compensation Administrator.
9. The employee is responsible to ensure that s/he does not exceed the hours expressed in this section. Excess payments resulting from Code 30 benefits and regular payroll must be reimbursed by the employee to the District on a dollar per dollar basis.
10. If for any reason the claim is denied, these benefits cease.

Section 14. Part Time Classified Employee Paid Leaves

- A. The following paid leave benefits are accrued on a prorated basis: Holidays, Vacation, Sick Leave, and Personal Leave.
- B. Proration of paid leave benefits will be based on the established percentage of a full 80 hour per pay period the employee is approved to work (i.e., employee normally works 20 hours a week = half time, so employee receives 50% of the paid leave benefits). In order to ensure that the prorated formula is appropriate, an employee must either work the scheduled hours per pay period or use accrued leave balances to make up the difference. The sole exception to this formula shall be in the case of holidays for which the employee shall not be required to use accrued leave balances to meet his/her established reduced hour schedule as long as a minimum of 40 hours has been met for

the pay period. The actual number of hours worked in any given pay period, regardless of the employee's regular schedule, shall be recorded and credited for purposes of service accrual (i.e., determining eligibility for rate of annual accumulation of vacation, seniority, etc.) up to 40 hours per week.

- C. The following paid leave benefits are provided on a prorated basis as follows:
1. Jury/Witness leave—employees will be compensated for those hours that fall within their regular specified work hours, provided that the fees for such service are deposited into District funds.
 2. Bereavement leave—employees will be compensated for those hours that fall within their regular specified work hours.
 3. Military leave—will be as provided for in the California Military and Veteran's Code.

ARTICLE 8. LEAVES OF ABSENCE

Section 1. General Provisions

- A. The District will provide leave of absence as required by law under the Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA) and Pregnancy Disability Leave (PDL).
- B. A leave of absence starts on the first scheduled work day on which the employee is absent from work.
- C. A leave of absence may be revoked upon evidence that the cause for granting it was misrepresented or has ceased to exist.
- D. Leave of absence without pay will not be considered as service time in determining eligibility for vacation, sick leave, salary increases, or other circumstances where service is a factor unless expressly required by law.
- E. Leave of absence without pay shall not be credited toward the completion of the employee's probationary period.
- F. Persons responsible for approving leaves of absence shall approve such leaves in a consistent and equitable manner.

Section 2. Medical Leave of Absence

- A. A medical leave of absence for an employee's own medical condition not to exceed six (6) months may be granted by the employee's first level manager. An extension not to exceed six (6) months may be approved by the Deputy or designee. An additional extension not to exceed six (6) months may be approved by the Chief.
- B. Appropriate medical documentation must be provided.
- C. All or a portion of a medical leave of absence will be designated as FMLA and/or CFRA as applicable.
- D. An employee is required to utilize all available sick leave for the duration of the medical leave of absence or until exhausted. Use of other accrued time may be used at the employee's option.
- E. Employees on medical leave of absence who have received vacation/sick leave donation hours will not be considered in an unpaid status until complete exhaustion of their accrued time and all donated hours.
- F. District contributions toward insurance premiums will continue for the first six (6) months of an unpaid medical leave of absence, or as required by FMLA and/or CFRA law. Employees on an unpaid medical leave of absence lasting longer than six (6) months will be offered COBRA for continuation of benefits, with the premium(s) paid by the employee.

- G. Employees taking a medical leave of absence must provide a District approved medical provider's release upon return to work.
- H. Intermittent medical leave of absence will be granted up to the equivalent of FMLA or CFRA requirement.
- I. Upon return to work, an employee on medical leave shall be reinstated to his/her former or comparable level position.

Section 3. Family Care Leave of Absence

- A. A family care leave of absence to care for an immediate family member (spouse/registered domestic partner, child, parent) not to exceed six (6) months may be granted by the employee's first level manager. An extension not to exceed six (6) months may be approved by the Deputy or designee. An additional extension not to exceed six (6) months may be approved by the Chief.
- B. Appropriate medical documentation must be provided.
- C. All or a portion of a family care leave of absence may be designated as FMLA and/or CFRA as applicable.
- D. An employee is required to utilize all available sick leave for the duration of the family care leave or until exhausted. Use of other accrued time may be used at the employee's option.
- E. District contributions toward insurance premiums will continue for the first six (6) months of an unpaid family care leave of absence or as required by FMLA and/or CFRA law. Employees on an unpaid family care leave of absence lasting longer than six (6) months will be offered COBRA for continuation of benefits, with the premium(s) paid by the employee.
- F. Intermittent family care leave of absence will be granted up to the equivalent of FMLA and/or CFRA requirement.
- G. Upon return to work, an employee on family care leave shall be reinstated to his/her former or a comparable level position.

Section 4. Parental Leave

- A. An employee may be granted a parental leave of absence not to exceed six (6) months (or as required by law) for disability related to the birth of the employee's child; for the employee to bond with his/her newborn child; or for the placement of a child with an employee for adoption or foster care of the child.
- B. All or a portion of parental leave of absence will be designated as FMLA, CFRA and/or PDL as applicable.

- C. An employee is required to utilize all available sick leave for the duration of the parental leave of absence or until exhausted. Use of other accrued time may be used at the employee's option.
- D. District contributions toward insurance premiums will continue for the first six (6) months of an unpaid parental leave of absence, or as required by FMLA, CFRA and/or PDL law. Employees on an unpaid parental leave of absence lasting longer than six (6) months will be offered COBRA for continuation of benefits, with the premium(s) paid by the employee.
- E. Upon return to work, an employee on parental leave shall be reinstated to his/her former or a comparable level position.

Section 5. Personal Leave of Absence

- A. A personal leave of absence, not to exceed six (6) months may be granted by an employee's Deputy or designee for urgent or substantial personal reasons. Personal leave of absence may be extended by a Chief for a further period of not to exceed six (6) months for exceptional circumstances.
- B. Employees on a personal leave of absence are required to exhaust accrued time per applicable MOU provisions. Sick leave cannot be utilized during a personal leave of absence.
- C. An employee is not eligible for District contributions toward insurance premiums during a personal leave of absence. Employees will be offered COBRA for continuation of benefits, with the premium(s) paid by the employee.

Section 6. Educational Leave of Absence

- A. A three (3) month leave of absence may be granted for educational or training purposes when the Chief determines that such training or education is of obvious and direct benefit to the District, is not locally available during the employee's non-working hours, and it can be shown that the employee's absence will not unduly affect the work of that employee's unit of assignment. Such leave may be extended for additional three (3) month intervals not to exceed an aggregate leave of one (1) year.
- B. Employees on an educational leave of absence are required to exhaust accrued time per applicable MOU provisions. Sick leave cannot be utilized during an educational leave of absence.
- C. An employee is not eligible for District contributions toward insurance premiums during an educational leave of absence. Employees will be offered COBRA for continuation of benefits, with the premium(s) paid by the employee.

Section 7. Union Leave

- A. The Union may request up to a three (3) month leave of absence for a Union Officer, Steward, or Chief Steward. The District may, in its sole discretion, approve the request. Union leave which is granted will be subject to the following conditions:
1. Upon termination of the Union leave, the employee will return to their position.
 2. The District may terminate the leave early in the event of emergency or changed circumstances.
 3. Employees on Union leave will not suffer any loss of compensation or benefits. The Union will reimburse the District for the full amount of the employee's salary and benefits during the leave.
 4. All time spent on Union leave will be counted as service credit by the District.

ARTICLE 9. REIMBURSEMENTS

Section 1. Uniforms

Coverall/uniform practices will be applied pursuant to the Uniform Allowance and Acquisition Policy (Ad-5.2.109). The criteria for classes that may qualify for uniform allowance will be determined in the policy. The classes listed below will continue to be allowed a uniform allowance, subject to revision of the policy during FY 12.

- Assistant Surveyor I, II
- Assistant Water Plant Operator I, II
- Associate Real Estate Agent
- Biologist I, II, III
- Building Maintenance Technician I, II
- Carpenter I, II
- Chemist I, II
- Chief Construction Inspector
- Chief Land Surveyor
- Construction Inspector I, II
- Control Systems Technician Supervisor
- Control Systems Technician I, II
- Engineering Technician I, II, III, Sr.
- Environment Planner I, II, Sr.
- Equipment Mechanic I, II
- Field Operations Administrator
- Heavy Equipment Operator
- HVAC Mechanic
- Hydrographer I, II,
- Hydrologic Systems Analyst
- Industrial Electrician I, II
- Industrial Electrician Supervisor
- Industrial Painter I, II
- Inventory Control Technician I, II
- Lab Technician I, II
- Maintenance Mechanic Supervisor
- Maintenance Worker I, II, III
- Microbiologist I, II
- Plant Maintenance Mechanic I, II
- Resident Construction Inspector
- Senior Chemist
- Senior Control Systems Technician
- Senior Equipment Mechanic
- Senior Field Operations Administrator
- Senior Hydrologic Systems Analyst
- Senior Industrial Electrician
- Senior Inventory Control Technician
- Senior Maintenance Worker
- Senior Microbiologist

Senior Plant Maintenance Mechanic
Senior Surveyor
Senior Water Measurement Technician
Senior Water Plant Operator
Supervising Hydrographer
Supervisor Building Maintenance Technician
Survey Party Chief
Systems Control Operator I, II, III
Systems Control Supervisor
Vegetation Specialist
Water Conservation Specialist I, II, Sr.
Water Measurement Technician I, II, III
Water Plant Operator
Water Plant Supervisor
Water Quality Specialist I, II, Sr.
Water Resources Technician I, II, Sr.
Welder I, II

Section 2. Safety Shoes/Glasses

- A. All safety equipment provided by the District must meet CAL/OSHA standards where a CAL/OSHA standard has been adopted. The District Process "Personal Protective Equipment" will be applied during the term of this agreement.
- B. All employees are required to wear footwear appropriate to duties of their class. Employees whose job duties require safety shoes will be reimbursed for up to one hundred eighty-one dollars and zero cents (\$181.00) of the cost of safety shoes once yearly (calculated from the date of purchase), provided the shoes meet safety standards which are approved by the District and are purchased pursuant to the Personal Protective Equipment Policy and Procedure. In addition, safety shoes for which the District has reimbursed the employee must be worn on the job. The District shall reimburse one hundred sixty-eight dollars and zero cents (\$168.00) contribution for prescription safety glasses for those employees whose job duties are found to require such equipment. Prescription glasses must be purchased pursuant to the Personal Protective Equipment Policy and Procedure.

Section 3. Travel and Subsistence Policy

District policies regarding travel and subsistence, will be applied during the term of this agreement.

ARTICLE 10. HIRING/EMPLOYMENT

Section 1. Hiring Process Policy and Procedures

It is District policy that there shall be appointed to District service those persons competent to carry out the District's public responsibility. Appointments to District positions shall be made on an objective basis considering merit, qualifications, competency, and ability to perform the essential functions of the position, pursuant to District policy. It is also District policy of equal employment opportunity to all employees and applicants for employment, regardless of any individual's race, religion, sex, national origin, age, sexual orientation, disability, or any other protected class.

Section 2. Out-of-Class Assignment

- A. Out of class assignments shall be made for a minimum of five (5) consecutive eight (8) hour work days, four (4) consecutive nine (9) hour work days, four (4) consecutive ten (10) hour work days, or three (3) consecutive twelve (12) hour work days/shifts and shall not exceed 180 consecutive calendar days. In order to be assigned to work out of class, the employee must consistently assume a substantial amount of the higher level duties.
- B. Assignments shall be made by the appropriate level manager, on a fair and equitable rotating basis. No out-of-class assignments shall be made that would place the employee above their direct supervisor or manager. Assigned employees shall meet either the education, training, or experience requirements of the minimum qualifications for the position, as determined by the manager making the assignment. Out-of-class assignments are limited to one level above in the unit's business area's hierarchical structure. If no qualified candidate, by either education, training, experience, or level, is available within the unit or business area, the manager shall assign an appropriate person. In assigning an appropriate person, the manager shall consider attributes such as experience, related knowledge and abilities, past performance, and employee work and career plans. All employees who are assigned out-of-class duties must meet any and all licensing requirements for the position, as required by law.
- C. The Union shall be notified of the assignment.
- D. Nothing herein shall prohibit the training of an employee in work of a more advanced nature without additional compensation, as long as full duties are not substantially assumed.
- E. Employees performing work out-of-class shall be compensated within the salary range of the higher class at the first step or 5% greater than their current salary, whichever is greater.
- F. Classified employees assigned to work as designated acting "unclassified staff" shall be compensated at a range that is three ranges (7.5%) higher than that to which they are normally entitled during the period they are designated as acting unclassified staff when such assignment is authorized by the Appointing Authority or Chief Executive Officer.

Section 3. Physical Examinations

- A. Prior to the appointment or within a reasonable period following appointment to a different class as a result of promotion, demotion, transfer or reclassification, the appointee may be required by the District, at the expense of the District, to undergo a medical examination to determine the employee's medical fitness for the position.
- B. The District may require an employee to undergo a physical examination, at the expense of the District, to determine the employee's fitness for the currently assigned position.
- C. The common understanding of physical examination includes both physical and psychological examinations/assessments in determining an employee's fitness for duty. The District will notify the employee and the union that a physical examination will be required to determine the employee's fitness for duty.

Section 4. Administrative Reassignment

- A. The District may administratively reassign employees.
- B. The District and Union have agreed that administrative reassignments may be implemented at the request of an employee or District Management and at the sole discretion of the appropriate Appointing Authority under the following conditions:
 - 1. An employee may request a reassignment at any time. The District may, at its sole discretion, grant a reassignment provided a position is available.
 - 2. Employee requesting administrative reassignment must have completed their probationary period.
 - 3. Employee requested administrative reassignment shall not be permitted more than once in a two-year period.
 - 4. The employee(s) meet the minimum qualifications of the class to which the employee is transferred.
- C. District shall notify Union of employee requested administrative reassignment.

ARTICLE 11. WORKFORCE DEVELOPMENT

Section 1. Tuition Reimbursement

- A. The Union and the District agree that it is in the best interest of both, for not only the employee to initiate but the District to provide, training and other opportunities to further facilitate an employee's career development.
- B. In accordance with District policy, employees with six (6) or more months of continuous service may be reimbursed for tuition or expense payments incurred in taking courses outside of normal working hours related to District employment. All such requests for reimbursement must be approved by the District prior to taking the course. The course content must have some direct relationship to the work of the District. Courses that are required as a part of an employee's general qualifications for his/her class are not within the scope of this program.
- C. Upon approval of a course and completion with a passing grade of C or better (Pass in the cases where only Pass/Fail is given) the employee will be reimbursed the cost of the tuition and other costs such as laboratory fees and assigned textbooks. Total tuition reimbursement shall not exceed \$2,000 in a fiscal year. No unpaid balances over the maximum will be carried forward to the next fiscal year.
- D. Courses must be given by an accredited institution.

Section 2. Certification and Professional Memberships and Materials and License Reimbursement

- A. The classes listed below are eligible for professional reimbursement. Payment of up to \$300 will be made annually the first pay period in November. To receive payment, the employee must provide an original receipt for reimbursement. To qualify for reimbursement, the money must be spent on professional associations, conferences, subscriptions, meetings or other reference materials related to the employee's area of responsibility and approved by their manager. Requests will not be unreasonably denied.

- Biologist series
- Microbiologist series
- Chemist series
- Water Quality Specialist series
- Accountant series
- Environmental Planners series
- Technical Systems Administrator
- Network Administrator
- Office Automation Coordinator
- Telecommunications series
- Program Administrator
- Information Systems Technician series
- Information Systems Analyst series
- Management Analyst series

Human Resources Technician series
Buyer series
Surveyor series
Geographic Information Systems Analyst series
Hydrologic System Analyst series
Hydrographer series
Engineering Technician series
Corrosion Control Technician series
Construction Inspection series
Water Resources Technician series
Control Systems Technician series
Facility Maintenance Administrator
Safety Specialist
Safety Technician
Laboratory Technician series
Vegetation Program Specialist series
Water Conservation Specialist series
Real Estate Agent series
Support Services Supervisor
Security Technician
Procurement Specialist
Water Measurement Technician series
Staff Analyst
Librarian
Project Coordinator
Legal Analyst series
Database Administrator
Database Analyst
Web Analyst
Audio Visual Specialist
Senior Telecommunications Specialist
Public Information series
Sr. Water Plant Operator
Water Plant Supervisors
Industrial Electrician Supervisor
Mechanical Maintenance Supervisor
Field Operations Administrator series

- B. During the course of this MOU, if the District or legal requirements require licenses or certificates or if any course work is required to renew such licenses or certificates, fees for the licenses, certificates, and/or course work will be paid by the District.

Section 3. Rotation

Any employee may, upon approval of the appropriate Appointing Authority(ies), rotate into another unit in the District. The purpose of the rotation is for orientation and learning purposes and employee career development. During rotation, employee will be compensated at his/her current level. Upon completion of the rotation, the employee will return to his/her originally assigned position.

Section 4. Education Records

Employees may have placed in their personnel file any records of the satisfactory completion of an educational program given outside the District which is found to be directly related to their duties.

ARTICLE 12. EMPLOYEE PERFORMANCE/EVALUATION

Section 1. Personnel Records

- A. The District may maintain such personnel records of an individual employee as is deemed necessary. Personnel records may be viewed by the employee's Appointing Authority, potential Appointing Authority, performance evaluation rater and reviewers, and Human Resources Division staff only. Further, an employee, or the employee's authorized representative, may view the employee's personnel record at any time with written consent by the employee.
- B. Material placed in a personnel file which affects an employee's work record negatively may be removed by the District upon petition from the employee and upon evidence that the incident or cause outlined in the material has not recurred and has been on file for a period of not less than two (2) years, except an employee who has received a notice of disciplinary action which was appealed successfully shall have the notice removed from his/her file immediately after the successful appeal and upon request of the employee.
- C. Evaluations shall not be removed from an employee's file.

Section 2. Employee Performance Evaluations

- A. General: An employee's performance shall be evaluated based on criteria as set forth in the Classified Employee Performance Program (CEPP).
- B. Mid-year and annual evaluations shall be considered in matters of transfer, promotion, salary increase, demotion, dismissal, and other personnel actions. In the event the employee's performance falls below acceptable standards, the employee shall be notified in writing including suggestions for corrective action. A copy of this document shall be placed in the employee's personnel file.
- C. Denial of Step Increase: An overall mid-year or annual evaluation rating of "Needs Improvement" will result in the denial of a step increase until the employee's overall performance is rated at least "Meets" in a future evaluation period.
- D. Appeals Process: Evaluations are not subject to the grievance procedure. Employees may attach a response to their evaluation, which will be placed in their personnel file.
 - 1. To appeal an evaluation, including a decision that denies a step increase, the following process will be used: First Level Unclassified manager will meet with the employee and explain the basis for the "Needs Improvement" rating. At that time, the employee will have an opportunity to explain why he or she believes the rating is not justified. Requests for a meeting regarding an appeal of the evaluation shall be made in writing no later than fifteen (15) working days following the employee's receipt of the evaluation. The First Level Unclassified manager will affirm or revise the "Needs Improvement" rating. The decision by the First Level Unclassified manager regarding the appeal shall be made in writing within fifteen (15) working days of the meeting. A copy shall be provided to the Labor Relations Officer.

- E. Probation: A new employee who is appointed to a regular position must satisfactorily complete a probationary period of twelve (12) months. When an employee is on probation as a new hire, the unit manager will use the CEPP to develop a plan and evaluate the employee's performance. An initial probationary employee may be terminated at any time during probation. Such rejection is not a disciplinary action pursuant to Article 14 and may not be grieved.
1. Initial probationary employees shall have all rights under this MOU except in cases of suspension, demotion, or termination or as specifically excluded (See Article 14, Section 14).
 2. A regular employee who is promoted, reclassified or demoted, to another class must satisfactorily complete a probationary period of six (6) months. The manager will use the CEPP to demonstrate the employee has successfully completed probation by giving the employee an overall rating of "Meeting or Exceeding" the job requirements. In cases where the probationary employee does not meet the job requirements, they shall receive a "Needs Improvement" as an overall rating. The regular employee who has received an overall rating of "Needs Improvement" if appointed or promoted may be demoted to his or her original class. A promotional probationary period may be extended for any class to one (1) year. During the first six (6) months of a probationary period, the employee may request a voluntary return to the class held prior to the promotion/reclassification. If the return to former class is approved, the employee will return to the same range and step held in the former class at the time of the promotion. For purposes of this Article, "regular employee" means an employee in a budgeted position who has completed a probation period for some class during his/her current period of District employment.
 3. Employees reclassified to a new class who are found by the District to have been performing the duties of the new class for at least six (6) months will not be placed in a probationary status. In addition, an employee who is administratively transferred from a position in one class to another position in the same class does not need to complete a probationary period unless the initial probationary period has not been concluded or it is requested by the Appointing Authority.

ARTICLE 13. CLASSIFICATION

Section 1. Overview

- A. The Union and the District recognize the need to conduct classification studies due to changes in business needs and/or workforce strategy, and the need to conduct periodic maintenance of the classification system.
- B. The Union recognizes the right of the District to establish new job class(es) and to amend existing class specifications to reflect changes in assigned duties and responsibilities. In the event a substantial change is made in the specification of a class represented by the Union, the District will provide the Union with notice of such changes and the salary for the class. If requested by the Union within fifteen (15) working days of such notice, the District will consult with the Union regarding said class changes. If requested by the Union, the parties shall meet and confer on the salary for the class within the fifteen (15) working day notice period. Establishment of the salary is not subject to the grievance process as contained in this contract.

Section 2. Classification Studies

- A. The following class studies will be completed during the term of this MOU:
 - 1. Environmental Planner
 - 2. Biologist
- B. The District will conduct a classification study of the Employees Association's classes during FY13. Priority will be given to the following class series:
 - 1. Chemist
 - 2. Water Quality Specialist
 - 3. Industrial Hygienist
 - 4. Hydrologic Systems Analyst
 - 5. Hydrographer
 - 6. Public Information Representative
 - 7. Management Analyst
 - 8. Project Coordinator (same series)
 - 9. Management Analyst Related series (includes Program Administrator)
 - 10. Project Assistant series
 - 11. Accounting series

Section 3. Reclassifications

- A. The FY13 District-wide classification study will be used to update class specifications, look at classification allocation issues, and establish a formal process for addressing changes and maintenance of the classification process. The following outlines the process for changes in the nature of work after the District-wide classification study has been completed.

- B. When a manager determines that the body of work for a position(s) in the unit is significantly different, he/she may request a reclassification study. A reclassification study is a study of the body of work of one or several individual existing positions to determine the appropriate classification.
- C. Every effort should be made by the manager to have a reclassification study done on the body of work before assigning work to staff. Management will work with the Classification Unit to determine whether the body of work in question will require a higher or different class.
- D. Should the reclassification study determine the body of work to require a higher or different class, the manager can then determine the staffing mechanism to fulfill this work which may include out of class pay, allocating duties within the unit, or submitting the position to the unmet needs process, and reassignment.
- E. Reassignments may require reclassification to an appropriate class of comparable level.

ARTICLE 14. DISCIPLINE PROCESS

The following procedure is established as a result of a mutual interest on the part of the District and the Union to resolve disciplinary matters. The District will issue no discipline without just cause.

Section 1. Right to Representation

If a situation arises where an employee will be formally disciplined by an applicable manager, the employee will be notified that she/he has the right to have Union representation. Any employee who reasonably believes that a meeting with their manager/supervisor may result in disciplinary action against them may request to have a representative in the meeting. If a Union representative is not available at the time of the meeting, the applicable manager will arrange an alternative meeting as soon as possible, but at least within (5) five working days. It is the employee and/or the Union's responsibility to arrange for representation within the five (5) working day requirement.

Section 2. Examples of Employee Misconduct

Examples of employee misconduct include, but are not limited to, chronic absenteeism, incompetence, failure to follow work rules, insubordination, and misstatement of facts on an application or other personnel documents, falsification of work or time records, absence without authorized leave and without justifiable cause.

Section 3. Progressive Discipline

The District shall follow the principles of progressive discipline, as appropriate.

Section 4. Disciplinary Actions

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

Section 5. Pre-Disciplinary Procedures

- A. An employee who will be investigated for possible misconduct by the Labor Relations Unit shall be notified by management within fifteen (15) working days of the start of the formal disciplinary investigation by the Labor Relations Unit. Management shall make every effort to complete the investigation within sixty (60) days. If the investigation will take longer to complete, management shall update the employee and the Union every thirty (30) days until the investigation is completed. The time limits identified in this section are not grievable.
- B. Following the completion of the employer's formal disciplinary investigation where formal discipline (demotion, suspension or termination) is being recommended, the appropriate authority shall prepare a Written Notice of Recommended Disciplinary action to be served on the employee in person or by registered mail. A copy will be sent to the Union

and Labor Relations Unit. No Written Notice of Recommended Disciplinary action shall be required for informal discipline (counseling, oral and written reprimands, and 30/60/90 performance process).

- C. For matters of formal discipline (demotion, suspension, or termination), the appropriate level of authority for preparing such recommended discipline shall be the Appointing Authority or designee in consultation with the Labor Relations Unit. For all informal disciplinary matters (counseling, oral and written reprimands, and 30/60/90 performance process), the appropriate level of authority for preparing such recommended discipline shall be the applicable manager in consultation with the Labor Relations Unit.
- D. The Written Notice of Recommended Disciplinary action shall state the specific grounds and facts upon which the action is based and will be provided to the employee, Union, and the Labor Relations Unit.
- E. Copies of any known materials, reports, or other documents upon which the intended action is based shall be served with the Written Notice of Recommended Disciplinary action to the employee, and copies shall be provided to the Union and the Labor Relations Unit.
- F. Employee shall be accorded the right to respond in writing to the Written Notice of Recommended Disciplinary action, and any such written response shall be served by employee within fifteen (15) working days from the District's service of the Written Notice of Recommended Disciplinary action. A copy of any such written response will be provided to the Union.
- G. For matters of formal discipline, (suspension, demotion, termination), within fifteen (15) working days of receipt of the Written Notice of Recommended Disciplinary action, employee shall be accorded the right to a Skelly Hearing with the Deputy level employee or his/her designee who has the authority to recommend to uphold, modify or revoke the recommended disciplinary action. A copy of the Skelly hearing notice will be provided to the Union and the Labor Relations Unit.
- H. Following the Skelly hearing, the appropriate Appointing Authority shall issue the Notice of Final Disciplinary action, including the effective date of any discipline to be imposed. The notice is to include the Hearing Officer decision as an attachment.
- I. At any time in the discipline process the failure of the Union to adhere to the time limits set forth in the MOU shall cause forfeiture for their case.
- J. Adverse entries on the employee record more than three (3) years old shall not be admitted into evidence or considered to support the charges at any level of the grievance or arbitration procedures. The three (3) year limitation will not apply to previous disciplinary actions related to egregious conduct such as harassment (including sexual harassment), retaliation, potential criminal activity, violence, willful destruction of property, or potential injury to the employee or others.

Section 6. Counseling

- A. Manager/supervisors shall advise an employee as early as possible when it is determined that their performance or conduct is approaching an unacceptable level.
- B. Counseling should be done by the employee's manager/supervisor. The counseling session should be an open, two-way conversation, keeping in mind that the main objective is to improve the employee's performance and/or conduct.
- C. During these sessions, a problem solving discussion should be held between the employee and the manager/supervisor and may include the Union with the employee being given an opportunity to state any circumstances which have affected their performance record. While such circumstances may not excuse the performance problems, the parties may find ways to eliminate them in the future.
- D. Specific details and examples should be developed for an action plan. Follow-up and follow-through timelines should also be established if applicable.
- E. The manager/supervisor must establish and maintain appropriate documentation.

Section 7. Oral Reprimand

- A. The manager/supervisor should advise the employee what specific behavior is unacceptable, what is expected and what will happen if improvement does not occur or if conduct continues. At this stage the employee is being put on notice that a failure to correct the problem will lead to further progressive disciplinary action. The manager/supervisor must fully document the oral reprimand including the matter discussed and any agreed on remedial measures.
- B. Specific details and examples should be developed for an action plan and follow-up and follow-through timelines should be established if applicable.
- C. The manager/supervisor must establish and maintain appropriate documentation.

Section 8. Written Reprimand

- A. If the employee has previously been counseled or orally reprimanded, or if the situation warrants this as a first level discipline, a written reprimand must be completed.
- B. The written reprimand should refer to any previous counseling and/or oral reprimand and should include a statement that will put the employee on notice that a failure to correct the problem will lead to further progressive disciplinary action. A copy of the written reprimand will be given to the employee and a copy will be placed in the employee's personnel file. A copy will also be provided to the Union and the Labor Relations Unit.
- C. The written reprimand will include a statement indicating that the employee has received a copy and that the employee has the right to attach a written response. The employee may file an appeal with their first level Unclassified manager to a written reprimand.

Section 9. 30/60/90 Day Supplemental Periodic Performance Evaluation

- A. Supplemental periodic evaluations in addition to the normal evaluation process set forth in the District Administrative Policy Performance Evaluations may be initiated by the manager/supervisor when an employee's work performance needs improvement and other disciplinary steps such as oral or written reprimands have not resulted in the desired improvement.
- B. Periodic performance evaluations will contain an action plan which will include, at a minimum:
 - 1. A period of evaluation no less than 30 days nor more than 90 days.
 - 2. A focused measurable and reasonable performance objectives which are consistent with the deficiencies listed in the performance evaluation and/or related oral and/or written reprimands.
 - 3. Clearly defined and appropriate disciplinary consequences to which the employee will be subjected to if performance is not improved.

Section 10. Administrative Leave

- A. Notification—If the District elects to place an employee on Paid Administrative Leave, the District shall notify both the employee and the Union. Paid Administrative Leave shall normally not exceed forty five (45) working days. The notification shall include:
 - 1. The reason why the employee was placed on Paid Administrative Leave.
 - 2. The steps to be taken during the time the employee is on Paid Administrative Leave.
- B. Leave Extension—If Paid Administrative Leave needs to be extended beyond forty-five (45) working days, the District shall notify the employee and the Union in writing of the reasons for the change.
- C. Within fifteen (15) working days after commencement of Paid Administrative Leave, both the employee and the Union will be notified in writing of the status of the case.

Section 11. Compulsory Leave

Criminal Charges: The District may require an employee who has been charged in a court of competent jurisdiction with a commission of a felony, or a misdemeanor involving moral turpitude, provided the crime as charged is related to the employee's employment status, to take a leave of absence without pay pending termination by a way of a plea, finding or verdict at the trial court level as to the guilt or innocence of such employee. Upon a finding of not guilty, the employee may be reinstated to the regularly assigned position with return of all benefits, including salary, that were due for the period of such leave; subject, however, to appropriate disciplinary action if warranted. Any disciplinary action shall be imposed effective as of the commencement date of such leave. If the determination is one of guilt, the District may take appropriate disciplinary action effective as of the commencement date of such leave.

Section 12. Arbitration

- A. Appeal of Final Disciplinary Action resulting in suspension, demotion, or discharge shall be through Arbitration, but only with concurrence of the employee's Union.
- B. For matters of arbitration, the District and the Union agree to select an arbitrator from the following list of nine (9):

Norm Brand
Matt Goldberg
Barry Winograd
John Kagel
Charles Askin
Catherine Harris
William Engler
Fred D'Orazio
Ron Hoh

Section 13. Arbitration Procedure

- A. A written request to proceed to arbitration must be filed by the Union with the Deputy of Human Resources within fifteen (15) working days of the date of the Notice of Final Disciplinary Action. A copy of the written request for arbitration will be provided to the Union and the Labor Relations Unit.
- B. Within five (5) working days following the receipt of the request for arbitration, the parties shall confer to select the Arbitrator from the agreed upon permanent panel of arbitrators. The obligation to strike the first name shall be determined by lot, and the parties shall alternately strike one name from the list until only one name remains, and that person shall be the Arbitrator.
- C. The hearing shall be scheduled as soon as possible, consistent with the arbitrator's schedule. A copy of the hearing notice will be provided to the Union, Deputy of Human Resources and the Labor Relations Unit.
- D. It is recommended that the Arbitrator render their decision within sixty (60) working days of the conclusion of the aforementioned hearing. The decision shall be in writing, and copies shall be directed to the Deputy of Human Resources or designee, the Union and the Labor Relations Unit.
- E. The fees and expenses of the Arbitrator shall be shared equally by the District and the Union, 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 the arbitration, will be the responsibility of the individual party involved.
- F. The arbitration shall be informal and the rules of evidence prescribed for duly constituted courts shall not apply.

- G. Subject to the above, hearings shall be conducted in accordance with any additional rules and procedures adopted or specified by the Arbitrator, unless the parties hereto mutually agree to other rules or procedures for the conduct of such hearings.
- H. The decision of the Arbitrator may sustain, modify or revoke the recommended disciplinary action and shall be final and binding on the parties.

Section 14. Probationary Employees

Initial probationary employees may be subject to release from District service and are not subject to review under any provisions of this agreement.

ARTICLE 15. GRIEVANCE PROCEDURE

The following procedure is established as a result of a mutual interest on the part of the District and the Union to settle grievances quickly and fairly. Employees and/or their representative shall not be discriminated against, coerced, or interfered with in any way as a result of filing a grievance. An employee may request representation by the Union at any stage of the grievance procedure. At any point in the grievance process the parties may agree to extend the timelines. The party's request for an extension must be in writing and will not be unreasonably denied by either party.

Section 1. Grievance Defined

- A. A grievance is any dispute between the District and an employee or the Union concerning the interpretation or application of this Agreement; or rules or regulations governing personnel practices or working conditions within the scope of representation.
- B. Matters excluded from the grievance process include, counseling, oral and written reprimands, and 30/60/90 performance process, evaluation process, release of an employee during their initial probationary period, hiring decisions, and items requiring capital expenditure. Written reprimands and performance evaluations are appealable to the next higher level of supervision.
- C. Employees are entitled to representation during the grievance process. Employees shall have the right to represent their own grievance or do so through a Union representative. If an employee chooses to take the grievance on their own, it shall be at the employee's expense.

Section 2. Informal Grievance Procedure

Employees are encouraged to act promptly to attempt to resolve disputes with their manager/supervisor through an informal procedure. A meeting between the manager/supervisor and the employee should take place whenever requested by either party to assist, to clarify or resolve the grievance. The employee may be accompanied by his/her Union representative at the informal meeting. Any resolution reached at the informal step must be in accordance with the provisions of this agreement, or other rule or ordinance and shall not set precedent.

Section 3. Formal Grievance Procedure

- A. Step 1. Within twenty (20) working days of the occurrence or discovery of an alleged grievance, the formal grievance procedure may be initiated by employee or Union filing an appropriate Notice of Grievance form with the Deputy of Human Resources or designee. A copy shall be provided to the Labor Relations Unit and the Union.
 - 1. A meeting with the employee, Union, Labor Relations Unit, the applicable manager and other parties shall take place for the purpose of attempting to resolve and/or clarify the issues of the grievance within fifteen (15) working days of receipt of the formal grievance.

2. The Deputy of Human Resources or his/her designated representative shall issue a decision in writing within fifteen (15) working days of the formal Grievance meeting. A copy shall be directed to the Union, grievant, applicable Manager and Labor Relations Unit.
 3. All steps of the grievance procedure shall be utilized unless the parties mutually agree to waive one or more steps. If the employee or the Union fails to process a grievance within the specified time limits, the grievance shall be deemed concluded on the basis of the last decision reached. If the District fails to respond within the specified time limits, the grievant may appeal to the next step, within the specified time limits. Time limits in this article may be extended if mutually agreed upon by the parties in writing.
- B. Step 2. Within fifteen (15) working days from the Step 1 decision and with concurrence of the Union, the formal grievance may be submitted to the Chief Administrative Officer (CAO).
1. If agreed to by the parties involved, a meeting with the CAO, Union, Labor Relations Unit, applicable Manager and parties shall take place for the purpose of attempting to resolve and/or clarify the issues of the grievance. The CAO or their designated representative shall issue a decision within fifteen (15) working days after the termination of Step 2.
 2. ***Decision/Recommendation***

If the Union is not satisfied with the decision of the CAO or their designated representative, the Union may, within fifteen (15) working days after receipt of the Step 2 decision, request in writing that the grievance be referred to an impartial arbitrator.

Section 4. Arbitration

- A. If arbitration is requested, an arbitrator shall be selected from a permanent panel of arbitrators, as listed below:
- Norm Brand
 Matt Goldberg
 Barry Winograd
 John Kagel
 Charles Askin
 Catherine Harris
 William Engler
 Fred D’Orazio
 Ron Hoh
- B. Management and the Union shall alternately strike one (1) name from the list until one name remains. The remaining name shall be the Arbitrator.
- C. The arbitrator’s decision shall be binding upon both parties. Arbitration shall be scheduled during normal District office hours, if possible. The grievant may attend the

entire hearing during their regular working hours without loss of compensation. In the event of a grievance involving a group of employees, one representative designated by the Union involved shall be authorized to attend the entire hearing without loss of compensation. Witnesses called by either party will be authorized to attend the hearing when active participation is required without loss of compensation. Any disputes concerning the definition of the grievance (Section 1) shall be resolved by the arbitrator.

Section 5. Duty of Arbitrator

Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and thereafter make written findings of fact and a disposition of the grievance, which shall be binding. The decision of the arbitrator shall not add to, subtract from or otherwise modify the terms and conditions of this MOU.

ARTICLE 16. LAYOFF

Section 1. Reason for Layoff

An employee may be separated from District employment by reduction in force due to lack of work, retrenchment or lack of funds.

Section 2. Definitions

- A. For the purposes of this Article, the following definitions are used:
1. *Class* means a position or group of positions, having duties and responsibilities sufficiently similar that (i) the same job title is used, (ii) the same qualifications may be required, and (iii) the same schedule of compensation is used.
 2. *Lack of Funds* means the District has a current or projected deficiency of funding to maintain its current or sustain projected levels of staffing and operations.
 3. *Layoff* means terminating a classified employee for non-disciplinary reasons due to lack of work, retrenchment, or lack of funds.
 4. *Probationary Employee* means a District employee in a budgeted classified position who has not successfully completed his or her initial probationary period.
 5. *Regular Employee* means a District employee in a budgeted classified position who has successfully completed his or her probationary period.
 6. *Reinstatement* means the reemployment of an employee who was laid off.
 7. *Retrenchment* means the situation where the District deems that it has an excess of employees because of changed operational or economic circumstances.
 8. *Series* means closely related Classes (for example: Office Specialist 1, Office Specialist 2, and Senior Office Specialist).
 9. *Seniority*:
 - a. Seniority means continuous regular total District service time (not just by Class but by total service time at the District) in hours.
 - b. Calculation of service time will exclude Leaves Without Pay. Seniority will be retained but will not accrue during any period of leave without pay except authorized military leave.
 10. Individuals in temporary assignments include: temporary workers, intermittent workers, graduate student interns, undergraduate student interns, student trainees and unpaid student interns.

Section 3. Order of Layoff

- A. The District will review and prioritize the vacant budgeted positions and the existing filled positions. All non-priority, vacant budgeted positions shall be eliminated prior to layoffs. Priority, vacant budgeted positions do not need to be filled prior to beginning layoffs.
- B. Layoffs in a given Class will be from all positions within that impacted Class in a particular work unit/division, based on total seniority.
- C. Layoffs will affect positions in the following order:
 - 1. Temporary Employees (Individuals in temporary assignments)
 - 2. Initial Probationary Employees
 - 3. Regular Employees
- D. Prior to a Layoff, the CAO or designee will calculate the Seniority of each Regular Employee occupying the Class(es) impacted by the Layoff. A list that identifies the Regular Employees included in the Class(es) impacted by the Layoff and their associated Seniority level will be prepared by the District and posted on the District Intranet. The District will work with the Union to ensure the accuracy of this list.
- E. In the event a tie exists between two or more Regular Employees having the same level of Seniority, the Regular Employee that worked the most hours as a temporary employee at the District will be deemed the more senior Regular Employee.
- F. The CAO in conjunction with the CEO and Chiefs will determine the class(es) and work unit/division(s) impacted by the Layoff.
- G. In the event there are two or more Regular Employees in the class impacted by the Layoff, those Regular Employees having the lowest level of Seniority will be laid off first.

Section 4. Notice

- A. When the District determines that a Layoff is necessary, it will notify in writing the affected Regular Employees and Unions at least 45 calendar days in advance of the effective date of Layoff. The District will offer to meet with the Union at least 30 calendar days prior to the effective date of Layoff.
- B. The notice of Layoff will include:
 - 1. A statement that the Regular Employee's position is being eliminated due to the Layoff or he/she is being laid off due to another Regular Employee's exercise of his/her displacement rights.
 - 2. The effective date of the Layoff.
 - 3. The Seniority level of the Regular Employee as of the date of the notification.
 - 4. A description of the Regular Employee's displacement rights.

5. A description of the Regular Employee's reinstatement rights.
6. A description of the Regular Employee's severance rights.
7. A description of the Regular 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 days of out-placement coaching and counseling service.

Section 5. Displacement (Bumping) Rights

- A. A Regular Employee who will lose his or her position due to a Layoff may elect to:
 1. Displace an employee in the same class with less seniority, or
 2. Bump to a lower class within the employee's current class series, or
 3. To a class within a series (not higher) in which the employee previously occupied and has more seniority than a regular employee in the class.
- B. Because displacement by Seniority is a sequential operation, it is anticipated that the notices of Layoff will be furnished to Regular Employees at different times. Under no circumstances will the maximum salary level for the new position of Regular Employees bumping into a lower Class exceed the maximum salary level for the position they held before exercising their bumping rights.

Section 6. Reinstatement

- A. Regular Employees who have been laid off from the District pursuant to this provision will have their name placed on a recall list in order of their Seniority for a period of twenty four (24) months. In the event a budgeted vacant position becomes available, the Regular Employee who is still on the recall list with the most Seniority will be offered reinstatement into that budgeted vacant position, provided that such budgeted vacant position is in a Class the Regular Employee previously held. The District will provide such offers of reinstatement in writing and send them via certified mail. The offer of reinstatement will expire fourteen (14) calendar days from the date it was sent by the District. Laid off Regular Employees who accept offers of reinstatement must report to work within fourteen (14) calendar days following the date of their acceptance. Failure to comply with these requirements will be deemed a rejection of the offer of reinstatement and result in the Regular Employee's name being removed from the recall list. All laid off Regular Employees are responsible for keeping the District's Human Resources office advised of their current mailing address.
- B. Each Regular Employee who is reinstated will:
 1. Be rehired at his or her last previously held pay step or in the case of a previously held position, the step closest to the step the employee held when laid off.
 2. Have his or her accrued sick leave that was not cashed out, reinstated.

3. Have the same vacation accrual rate that he or she had when laid off from the District, provided that the vacation accrual rate was not lowered for all Regular Employees during the period the Regular Employee was laid off.

Section 7. Reassignment or Voluntary Demotion in Lieu of Layoff

- A. The Union and District will meet at least thirty (30) days prior to the effective date of the Layoffs. Reasonable steps (including training) will be taken to assist Regular Employees to locate and apply for other budgeted vacant positions through the District's hiring process in lieu of Layoffs, provided that this will not restrict the District's authority to reduce its force due to Lack of Work, Retrenchment, or Lack of Funds.
- B. The District may post a position through the District's Hiring process allowing a Regular Employee subject to Layoff, to apply for a budgeted vacant position.
- C. Any laid off Employee will be considered for any funded temporary position in his/her Class. The pay rate for the particular temporary position will be the same pay rate of the Regular Employee's former salary so long as that pay rate is within the maximum range for that temporary position.

Section 8. Severance Pay

- A. Each Regular Employee with a minimum of five (5) continuous years of Seniority who is laid off due to a Layoff will receive severance compensation of: (i) five (5) workdays for each full year of Seniority; and (ii) 5/12 of a workday per month for a partial year of Seniority. For example, if a Regular Employee has 5 years and 6 months of Seniority, that Regular Employee would receive severance compensation equal to 27.5 workdays of pay (i.e., 25 workdays for the full 5 years of Seniority, and 2.5 workdays for the 6 full months of Seniority).
- B. Each workday of severance pay is equal to the Regular Employee's daily base pay at the time of Layoff, which will be exclusive of any premium pay, overtime pay, compensation time, differential pay, or on-call pay.

Section 9. Appeal

- A. A dispute raised by a Regular Employee or the Union as to the application or interpretation of this procedure will be heard by an Appeal Board consisting of one (1) District management representative chosen by the District, one (1) representative from the Union chosen by the Regular Employee, and a third person agreed to by the District and the Union.
- B. The notice of appeal will be in writing and filed with the District within ten (10) days of notification of Layoff. The Appeal Board will hear the appeal and render a majority opinion within ten (10) days of the hearing. The majority finding of the Appeal Board will be final and binding. Proceedings of the Appeal Board will be open to the Regular Employee, the Regular Employee's representative, the District's representative, and witnesses during the period of testimony. Any costs of the third member of the Appeal Board will be shared by the Union and the District.

- C. It is the responsibility of the District to ensure and maintain a recordkeeping system necessary to accurately implement a Layoff should it be necessary.

ARTICLE 17. COLLABORATIVE EFFORTS

- A. The parties have established various collaborative committees and councils. Union representation will continue including, but not limited to, the following:
1. Labor Management Committee (LMC): The Committee shall meet at least quarterly, or upon the written request of either party, for the purpose of discussing matters of mutual concern. Grievances and adverse actions shall not be discussed at such meetings. Matters subject to the duty to bargain and not appropriately discussed in another forum such as the Safety Committee, may be discussed. However, the LMC shall not have the authority to add to, amend or modify this MOU.
 2. Safety Committee: The District Employee Safety Committee (Safety Committee) reviews, discusses, and recommends action on safety issues that have not been resolved at the work site level, as well as safety issues that are broad in scope or complex in nature. This committee proactively looks for and eliminates safety hazards and responds to safety concerns that are brought forward by employees.

ARTICLE 18. PRACTICES, POLICIES, AND PROCEDURES

The District will continue the practice of including the Union in the review cycle for the issuance of new procedures or for making changes to existing procedures that impact terms and conditions of employment.

ARTICLE 19. NON-DISCRIMINATION/HARASSMENT (GENERAL)

The Union and the District agree that there shall be no discrimination (except as allowed by law) against an employee because of race, religion, gender, national origin, ancestry, marital status, veteran status, sexual orientation, color, age (over 40), medical condition, parental status, pregnancy, the exercise of family care leave rights, political affiliation, physical disability (including HIV and AIDS) or mental disability. Sexual harassment is a form of prohibited discrimination. Complaints of discrimination are encouraged to be brought to the attention of the Equal Opportunity Administrator, supervisor or other manager.

ARTICLE 20. ACCOMMODATION OF DISABLED EMPLOYEES

The District has a lawful obligation under the Americans with Disabilities Act to make reasonable accommodations for qualified individuals with disabilities. Any accommodation will be on a case-by-case basis and will not be precedential nor will constitute a past practice for anyone other than a qualified individual with disabilities.

ARTICLE 21. DRUG FREE WORKPLACE

To be administered in accordance with District Policies and Procedures.

**ARTICLE 22. DEPARTMENT OF
TRANSPORTATION (DOT) DRUG TESTING PROGRAM**

To be administered in accordance with District Policies and Procedures.

ARTICLE 23. CONFLICT OF INTEREST

- A. No District employee shall engage in compensated employment outside of employment with the District if such employment is found to interfere with the performance of District duties, or to be detrimental to the general interests of the District, or to create a conflict of interest with employment by the District.

- B. Employees intending to engage in outside employment must submit a written notification to their immediate supervisor and appointing authority, stating the type of employment and the amount of time that will be spent on such employment. If employment continues, the notification must be resubmitted annually, by the anniversary date of the initial notification for review.

ARTICLE 24. POLITICAL RIGHTS

During working hours, District employees shall not take an active part in opposing or supporting any ballot proposition or candidate for political office nor, during working hours, shall an employee solicit or seek from any fellow employee or other person, any assessment, subscription or contribution for the support of or opposition to any ballot proposition or political candidate.

ARTICLE 25. CONTRACTING OUT

The right to contract and subcontract are vested exclusively in the District provided; however, if such contracting or subcontracting work would result in the layoff of an employee, the District will follow the provisions of Article 16, Layoff.

ARTICLE 26. MISCELLANEOUS

Section 1. Full Agreement

It is understood that this Agreement represents a complete and final understanding on all negotiable issues between the District and the Union. This agreement supersedes all previous MOUs, Side Letters or Letters of Agreement between the District and the Union except as specifically referred to in this Agreement. All ordinances or rules covering any practice, subject or matter specifically referred to in this Agreement shall not conflict with this Agreement, which shall have precedence. All ordinances or rules covering any practice, subject or matter not specifically referred to in this Agreement shall not be superseded, modified, or repealed by implication or otherwise by the provisions hereof. The parties, for the term of this Agreement, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice, subject or matter not specifically referred to or covered in this Agreement even though special practice, subject or matter may not have been within the knowledge of the parties at the time this Agreement was negotiated and signed. In the event any new practice, subject or matter arises during the term of this Agreement and an action is proposed by the District, the Union shall be afforded all possible notice and shall have the right to meet and confer upon request. In the absence of agreement on such a proposed action, the District reserves the right to take action by Management direction.

Section 2. Savings Clause

If any provision of this Agreement should be held invalid by operation of law, or by any court of competent jurisdiction, or if compliance with, or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into negotiations when requested by either party, for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 27. TERM

- A. During the term of this agreement, should any other bargaining unit in the District receive any wage or benefit enhancements that exceed those contained in this agreement, the EA bargaining unit shall receive such wages or benefits retroactive to the date such wages or benefits went into effect. It is understood that wage enhancements are defined as Across the Board Cost of Living Adjustments. Benefits are defined as medical, dental, vision care, life insurance, long term disability insurance, accidental death and dismemberment insurance and dependent care assistance program.

- B. This MOU shall become effective January 1, 2012, and shall remain in effect through December 31, 2014, and from year to year thereafter unless either party serves written notice on the other of its desire to terminate this MOU or amend any provision thereof at least one hundred-twenty (120) days prior to December 31, 2014, or one hundred-twenty (120) days prior to December 31 of any successive year.