

GONZALEZ FIDEL
295

Memorandum of Understanding

Between

Santa Clara Valley Water District

And

**Employees Association
(AFSCME - Local 101)**

2006–2011

(December 30, 2006, through December 31, 2011)

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INTRODUCTION

The Santa Clara Valley Water District, a public employer, represented by its CEO, Employee Relations Representative, and duly authorized committee of management staff, referred to hereinafter as the District and the Santa Clara Valley Water District Employees Association, hereinafter referred to as the "Union" affiliated with the American Federation of State, County and Municipal Employees (AFSCME) Local 101, represented by the Union's President and other designees, have met and conferred in good faith within the meaning of the Meyers-Milias-Brown Act of the State of California regarding wages, hours, and other terms and conditions of employment of the classifications of employees represented by the Union. These representatives have reached an understanding regarding these issues and have jointly prepared this Memorandum of Understanding (Memorandum) which shall be presented to the District Board of Directors for final determination.

This memorandum shall be effective December 30, 2006, through December 31, 2011 or the closest pay period thereto and shall continue in effect year-to-year thereafter, unless notification is given by either party ninety (90) days prior to the pending expiration date.

ARTICLE I. RECOGNITION/RIGHTS OF RECOGNITION

Section 1. Recognition

The District formally recognizes the Union as the majority representative of those classifications of employees and units listed in Attachment I, hereto.

Section 2. Dues Check-Off

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 checkoff authorized. Dues withheld by the District will be transmitted to the officer or depository designated by the Union.

The District agrees to supply the Union with a biweekly report of the names, home addresses, and classifications of employees who have authorized Union dues checkoff. An employee has the right to file a statement with the District to withhold release of the home address to AFSCME Local 101.

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 checkoff authorizations.

Section 3. Political Dues 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 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.

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, 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 memorandum of understanding 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 (30%) percent 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 of the calendar year, a detailed written financial report thereof in the form of a balance sheet and an opening 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 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

The District will provide guidance on Bargaining Unit members' participation as volunteers in District directed committees/projects where Bargaining Unit participation is desired. When requesting Bargaining Unit member participation, District management will provide the Bargaining Units a description of skills/expertise needed, number of hours anticipated, and duration of service needed, and budget code.

Bargaining Unit members will be given specified release time to serve on District directed committees and should incorporate these activities into their work plan.

Implementation: When making a request to the President of each Bargaining Unit, Management will provide a description of skills/expertise desired, estimated labor hours, duration of service, and budget code.

- The Bargaining Unit Presidents will forward the request to the membership of each Bargaining Unit (per their respective processes) informing members of the opportunity and encouraging linkage of the opportunity to the member's job function/work plan or career plan.
- Interested members will respond to their Bargaining Unit President. The Bargaining Unit Presidents will compile a list of interested members, discuss the list with District management and the Initiative Sponsor will notify impacted Unit Managers of the list and discuss the approval of the Bargaining Unit member. Upon approval, the individual and unit work plans will be adjusted as needed.
- If conflicts exist, District Management, Unit Manager, and Bargaining Unit President will resolve the conflict. District Management will either adjust the Unit Manager's work plan to accommodate the loss of staff hours or provide temporary labor to backfill for the loss.

- A. **Meet and Confer/Consult** — Up to five (5) 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.

- B. **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.
- C. **Meetings of District-Authorized Committees** — 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.
- D. **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.

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.

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.

Release time will be provided to new stewards to receive training on grievance handling, including observing the actual grievance process.

- E. **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.
- F. **Release Time** — 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.
- G. **Prior Notice** — Official Representatives shall notify his/her manager/supervisor of his/her intention to be on release time as far in advance as reasonably possible, but not later than the end of normal business hours the day before such meeting, except in the case of emergency situations.

The District agrees to arrange with the employee's supervisor for time off for representation activities as described in paragraphs A, B, and C above. 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

The Union may erect bulletin boards in sizes and locations as approved by the District, or utilize existing bulletin boards in accordance with existing District procedures, provided posted information relates solely to Union activities and services.

Further, the Union may use District mail, facsimile, and electronic mail for the distribution of information in accordance with existing District procedures.

Union shall have access to any new communication technology in use as approved by the District.

District shall allow employees at remote sites equal access to pertinent information in a timely manner.

All material relating to benefit coverage shall be provided in a timely manner to the employee.

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 is possible and an opportunity to meet at the earliest

practical time to discuss the issue. The Union and the District shall provide each other with a list of representatives who are authorized to speak on behalf of the parties.

B. Any communication in accordance with Section 10(A) above shall be submitted to the President of the Association 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, the Union will be allocated up to 10 minutes to provide information and answer questions to new employees who are in classifications covered by this MOU. Any orientation packets distributed by the District shall include information about the Union and a copy of the current MOU.

Section 13. New Employees

The District shall provide a copy of this Agreement to all new employees in coded positions listed in Attachment I during new hire processing.

Section 14. MOU Printing Costs

Cost of printing this MOU shall be divided equally between the District and Union.

ARTICLE II. 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

The rights of the District include, but are not limited to, the exclusive right to determine the mission of its constituent departments; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise control and discretion over its organization and the technology of performing its work; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

Section 3. Nonstrike/Lockout Provision

During the term of this agreement, the District agrees to not lock out employees and the Union agrees to not engage in any concerted work stoppage. Violation of this article by the Union shall result in cancellation of dues checkoff.

ARTICLE III. COMPENSATION

Section 1. Salaries

Salaries shall be as set forth in Attachment I hereto.

Across the Board Salary Adjustments will be effective in the 14th pay period of each year. The adjustments will be based on the February CPI-U for the San Francisco-San Jose-Oakland Metropolitan Area. The previous year's CPI-U will be used to calculate the floor (the previous year's CPI-U minus 2%) and ceiling (the previous year's CPI-U plus 2%). The Adjustment Schedule is described below:

Effective Pay Period of Adjustment	CPI-U used to Calculate Adjustment	CPI-U used to Calculate Floor/Ceiling	Floor*	Ceiling
PP 2007 – 14	February-07	June-06	1.9	5.9
PP 2008 – 14	February-08	February-07	February 2007 CPI-U minus 2%	February 2007 CPI-U plus 2%
PP 2009 – 14	February-09	February-08	February 2008 CPI-U minus 2%	February 2008 CPI-U plus 2%
PP 2010 – 14	February-10	February-09	February 2009 CPI-U minus 2%	February 2009 CPI-U plus 2%
PP 2011 – 14	February-11	February-10	February 2010 CPI-U minus 2%	February 2010 CPI-U plus 2%

Note: The June 2006 CPI-U was 3.9% *The floor will not fall below 0%

Payday shall be 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 Thursday. 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.

The District shall continue to offer direct deposit to all eligible employees, as available.

Section 2. Step Placement

Employees will be compensated on a salary range consisting of seven (7) steps. The first step is the minimum rate and shall be the usual hiring rate for all classifications. 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.

An employee shall be eligible for advancement to:

- A. The second step after completion of six (6) months of competent service in the first step and approval of the District.
- B. The third, fourth, or fifth steps after completion of twelve (12) months of competent service in each preceding step and approval of the District.
- C. The sixth and seventh steps after completion of thirty (30) months of competent service in each preceding step and approval of the District.

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.

Individuals in classifications of Industrial Electrician Series, Carpenter, Heavy Equipment Operator, Control Systems Technician Series, Industrial Painter, Equipment Mechanic Series, HV AC Mechanic, Welder, and Plant Maintenance Mechanic Series will be appointed at the first step during the probationary period. After the probationary period has been completed, and upon the acceptance of evidence by the District that the incumbent possesses appropriate journey level competency documentation (completion certificate or trade certificate) through the Department of Industrial Relations of the State of California, the incumbent shall be advanced to the fifth step of the range for the classification. If an employee fails to obtain recertification at the appropriate journey level, as required by the District, the employee will be returned to the first step. District will investigate the advisability of establishing apprenticeship programs for such classes.

Individuals in classifications in the Water Plant Operator series and Systems Control Operator series are eligible for journey level recognition following completion of probation and possession of appropriate journey level competency certificate through either the Department of Industrial Relations of the State of California, or the California State Department of Health Services.

Equipment Maintenance Supervisor, Mechanical Maintenance Supervisor, Industrial Electrician Supervisor, Systems Control Supervisor, Senior Equipment Mechanic, Senior Plant Maintenance Mechanic, Senior System Control Operator, and individuals in the Water Plant Operator series are eligible for journey level recognition following completion of probation and possession of appropriate journey level competency certificate through either the Department of Industrial Relations of the State of California, or the California State Department of Health Services.

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

Upon promotion or reclassification, an employee's salary shall be adjusted as follows:

- A. For a promotion or reclassification of one-half ($\frac{1}{2}$), one (1) or one and one-half ($1\frac{1}{2}$) ranges, the employee shall be placed in the step in the new range which provides for the corresponding range increase.
- B. For a promotion or reclassification of two (2) or more ranges, the employee shall be placed in the step in the new range which provides for a two (2) step increase, or to the first step in the new range, whichever is greater.
- C. If an employee's salary is reduced through a downward reclassification or other action not as a result of a disciplinary action, the District shall freeze the employee's salary at the former rate until such time as the compensation to which the employee would normally be entitled equals or exceeds the former rate.
- D. 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

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.

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. Employees in the sixth or seventh step shall have all time served in the fifth, sixth and seventh steps combined as one and counted toward the next step increase.

Section 5. Pay Differentials

- A. An incumbent of the class of Assistant Water Plant Operator who has a Grade III license shall be compensated at a rate one (1) range 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.
- B. Incumbents of the classification of Water Plant Operator IV and Water Plant Operator III shall be compensated at a rate one-half ($\frac{1}{2}$) 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 Health Services, of one (1) or more grades higher than that required by their classification.

- C. Incumbents of the classifications of Water Plant Operator IV, Water Plant Operator III, Systems Control Operator III, or Systems Control Operator II, shall be compensated at a rate one (1) range 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 of the classes of Administrative Assistant, Board Administrative Assistant, Project Assistant, Executive Assistant, and Deputy Clerk of the Board required to possess and use stenographic skills in the performance of their duties shall be compensated at a rate one range 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 the class of Welder shall be compensated at a rate one-half ($\frac{1}{2}$) range higher than that to which they are entitled when they possess a valid Welder Certification.
- F. Incumbents of classes required to be commissioned as notary public shall be compensated at a rate one (1) range higher than that to which they are otherwise entitled.
- G. Incumbents of classes who possess, maintain, and use in the regular course of their duties, a Qualified Applicators Certificate (pesticide spray card), shall be compensated at a rate one (1) range higher than that to which they are otherwise entitled.
- H. The rates provided in A through G 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.
- I. A swing shift differential of seven and one-half percent ($7\frac{1}{2}\%$) over the base hourly rate shall be paid to all District employees who work other than the 12-hour shift schedule and of which as least five-eighths ($\frac{5}{8}$) of the shift falls between 3:30 p.m. and 12 a.m.

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.

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 IV, Section 8 "Flexitime."

This premium pay shall not be allowed for time spent on vacation, sick leave, or leave with pay.

- J. Incumbents in the classification of System Control Supervisor and System Control Operator III shall be compensated at a rate one range higher than that to which they are entitled by Attachment I when they possess a valid Water Treatment Plant Operator Grade 2 certificate, one and one-half range for Grade 3 and two ranges for a Grade 4 issued by the State Department of Health Services.
- K. Incumbents in the classifications of Maintenance Worker III and Heavy Equipment Operator who obtain and maintain a valid crane certification shall be compensated at a rate one range 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.
- L. Incumbents in the classification 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.

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 classifications (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.

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 classifications and retains discretion to modify the staffing guideline if justified by future business needs and after consultation with the Union.

Section 6. On Call Pay

Employee 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 ($\frac{1}{2}$) 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, (example; from Friday after their normal shift ends until Monday beginning of their normal shift) shall receive eight (8) hours pay for the entire weekend.

Employees ON CALL shall be readily accessible by cell phone, page, 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.

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.

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 (example, 5 minute phone call—you can charge 15 minutes) while engaged in this activity.

Section 7. Call Back Pay

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.

Employees not ON CALL, who are called back and report to work to a District facility (or alternative place designated) shall be compensated for three (3) hours, or the actual time worked, whichever is greater at the employee's applicable rate of pay, provided such Call Back duty does not immediately precede or follow their normal shift.

Section 8. Translation Services Pay

In addition to any compensation already provided for by this MOU an employee may be authorized payment by the CEO of an amount equivalent to five dollars (\$5) per hour for each required hour of written or oral language translation provided by the employee on behalf of the District. Such translation services must be in addition to the employee's usual duties and responsibilities and not in the course of performing usually assigned duties and responsibilities. Translation service pay is for occasional use of bilingual skills. In order to receive translation service pay, the employee must document the time used to provide translation services in a memorandum addressed to the supervisor and submitted to payroll.

Section 9. Bilingual Pay

Employees who successfully demonstrate the ability to communicate effectively in English and any other language used by a significant portion of the District's population, as determined by the District, may be compensated at the rate of two and one half percent (2½%) above the rate to which they are otherwise entitled.

The CEO or designee will determine the need and number of employees allowed to participate in this program. However, the District Safety Committee may make recommendations as to the necessity of approval for bilingual pay in areas where workplace safety may necessitate the requirement for employees with bilingual skills. Employees will be approved for bilingual pay upon certification of language proficiency through a District-selected service and approval of the Human Resources Manager.

Section 10. Job Site Reporting

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.

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.

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.

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 11. Temporary Promotion Pay

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 two (2) steps above the employee's current salary, whichever is higher, during such service in the promoted position. The District will notify the Union when making a temporary promotion into classifications represented by the Union.

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 12. Compensation Adjustment Process

A. Purpose of Compensation Review Committee

The parties agree to establish a Compensation Review Committee to consider salary adjustments outside the normal bargaining process for the purpose of market adjustments, special recruitment and retention problems, or internal alignment issues based on the core mutual interests of (1) attracting and retaining employees, (2) providing for the maintenance of real income for employees, and (3) ensuring that the District can sustain the cost for total compensation. This process will be used as an alternative to the traditional periodic across-the-board class comp studies.

B. Composition of the Committee:

- One – two members from each Bargaining Unit selected by the BU.
- One – two Management representatives
- Staff from the HR Department and/or consultant knowledgeable of classification and compensation methodologies may assist the committee.
- The Committee will be co-chaired by a Management representative selected by the District, and a committee member selected by the bargaining units.
- The District will provide all members of the Committee with access to IEDA Document Warehouse.

C. Role of the Review Committee:

The Bargaining Units and/or Management may submit requests annually for special salary adjustments for specific classifications, including supporting documentation, by September 15 to the Review Committee for consideration. The Committee will evaluate such requests based upon the purpose and core interests, including doing necessary market analysis where appropriate, and make recommendations for adjustments to the appropriate bargaining unit and the District appointing authorities. Market analysis will be done in-house.

To assist the bargaining units in determining those classifications which may need study, the Human Resources Department will upgrade and provide to the parties annually by August 15, a survey of benchmark classifications with total compensation data based on the current year of comparator agencies. Any changes to the benchmark classifications will be determined in a collaborative fashion between the Bargaining Units, Management and the Classification Unit.

D. Benchmark Classifications:

Associate Civil Engineer
 Office Specialist II
 Management Analyst II
 Heavy Equipment Operator
 Chemist II/Microbiologist II
 Laboratory Technician II
 Associate Real Estate Agent
 Engineering Unit Manager
 Procurement & Inv. Mgt UM

Associate Control Systems Engineer
 Maintenance Worker II
 Water Plant Operator III
 Information Systems Analyst III
 Resident Construction Inspector
 Industrial Electrician II
 Assistant Surveyor III
 Health & Safety Unit Mgr
 Human Resources Unit Mgr

E. Guidelines:

The committee will take into consideration the following guidelines during its deliberations:

- Relationship to market.
- Demonstrated recruitment or retention problem.
- Length of time since the classification was last studied
- Internal and external relationships

F. Definition of the Market:

The market is defined as public agencies in California with water distribution functions who serve populations of at least 200,000 per capita, with a Cost of Living Index of at least 90%, and a minimum of 100 employees, as well as the County of Santa Clara. The Committee can agree to use other jurisdictions if there are not adequate comparable classes (minimum of five matches) in the jurisdictions on the following list of comparators:

- Alameda County Water District
- Contra Costa Water District
- East Bay Municipal Utility District
- Metropolitan Water District of Southern California
- City of San Jose
- Marin Municipal Water District
- San Diego County Water Authority
- Alameda County Zone 7
- San Francisco PUC
- Santa Clara County

The parties further agree that for purposes of market comparison, total compensation shall be defined to include:

- Fifth step of salary range
- Employer Paid Member Contribution
- Employer Retirement Contribution
- Social Security
- Maximum Agency Medical Plan Contribution

G. Determining level of Adjustment:

Based on the acquired data, trend analysis up or down, and evaluation against the core mutual interests of (1) attracting and retaining employees, (2) providing for the maintenance of real income for employees, and (3) ensuring that the District can sustain the level costs for total compensation, the parties shall determine using a collaborative process, the appropriate level of adjustment, if any, to recommend to the Chief Executive Officer or Designee and bargaining units.

The parties agree that an appropriate target of minimum compensation shall be at the 60th percentile of comparator agencies. However, some adjustment may require going above the 60th percentile to meet the interest of "attract and retain". Should the data indicate an adjustment based on the journey level comparator data, other classifications within the classification series will also be adjusted. Decisions on adjustments will be made based on consensus of the parties. Recommendations will be made by December 30 with implementation of any adjustments in January. Any adjustments will not be charged to the Bargaining Units' negotiated compensation package.

Section 13. Organizational Performance Incentive Program

A. Overview

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 and potentially increase revenue through external grants; bringing increased focus on team and/or organizational rewards; and improving management of expenditures. The Organizational Performance Incentive Program will replace the Exemplary Pay; Employee Recognition; and On-the-Spot Awards incentive programs once it has been developed and adopted.

The Organizational Performance Incentive Program would be open to all eligible employees and would return a percentage of the savings to the public through the process of re-budgeting realized savings. The lump sum incentive could be equivalent to up to 2 1/2% of salary based on agreed upon criteria.

Key elements of the program include:

- linking incentives to district goals and Board priorities,
- criteria and methodology to identify, measure and account for savings
- an allocation formula for distributing realized savings, i.e., 50% to fund the incentive program. 50% to be re-budgeted for organizational use
- eligibility criteria for this program include full time status, passing the probationary period, not subject to disciplinary procedures, worked more than 75% of time during the duration assessed, and on payroll at the time of distribution or the end of the measuring period – not an individual entitlement.
- defined formula for distribution and award of funds:
 - A1 (\$ Amount of Award Per Person) = S (\$ Total Savings)*50% / E (No. of Eligible Employees)
 - A2 (\$ Amount to Be Re-budgeted) = S (\$ Total Savings)*50%
 - If A1 equals or greater than \$500, the award will be distributed as a check separate from the regular paycheck.
 - If A1 is less than \$500, then roll the savings over to the next year and accumulate until the value threshold for distribution is reached or five years, whichever is sooner

B. Process

Steps	Brief Description
Step 1	<ul style="list-style-type: none"> • Form a multi-party Program Design Committee to design a District-wide Organizational Performance Incentive Program with consideration of the Pay-for-Performance Program designed for unclassified and CEO. • The committee should consult with bargaining unit leadership and constituents and with executive management during the design and evaluation process. • The bargaining parties will make the final decision, including ratification by the Board and the bargaining units.

Step 2	<ul style="list-style-type: none"> a. Define the goals of a potential organizational performance incentive plan for bargaining unit employees (see the Section 6.1). b. Benchmark plans and performance in other agencies - public and private.
Step 3	<ul style="list-style-type: none"> a. Design a plan for the incentive program, including: <ol style="list-style-type: none"> 1. Determine performance measures that bargaining unit employees can affect. At the beginning of each fiscal year, this program shall determine measurements for meeting or exceeding District goals and Board priorities and ensure measures are true reflection of the policies and priorities. 2. Suggest changes in processes by which employees can have a greater impact on results. 3. Study the success - what works and does not - of the unclassified program and incorporate learning into the design. 4. Determine funding sources and what constitutes savings. This program shall link incentives to District goals and Board priorities, specify the method to identify, measure and account for savings and tie savings (including extra revenues in terms of grants) specifically toward implementation of this Program. Count savings from eliminating the three current incentive programs in the first year's savings. Also, consider appropriate mechanisms for tracking savings annually. 5. Implement the distribution, award, and re-budgeting process for the funds. 6. Determine the timing of the awards. 7. Develop a training plan to prepare employees to participate in the program. 8. Other elements as determined by the Program Design Committee.
Step 4	Evaluate whether the plan makes business sense and is feasible.
Step 5	Jointly decide whether or not to implement the plan, and amend MOU as needed.

C. Timeline for Implementation

Year	Milestones
Year 1	Define goals Monitor and evaluate unclassified program Benchmark Draft design the District-wide Program Evaluate the draft design, including seeking constituent feedback Complete design the District-wide Program Outreach to BU constituents
Year 2	Offer BUs the option to participate in this Program Implement the Program, if agreed

ARTICLE IV. WORKWEEK/OVERTIME/COMPENSATORY TIME

Section 1. Workweek

- 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.
- B. Work hours shall be as designated by the District after consultation with the Union. Employees shall be notified of any change in work hours at least five (5) days in advance except in cases of emergency.
- C. Except as noted in D below, employees who work five (5) hours per day or more, must take an unpaid lunch break of at least on-half (1/2) hour. This lunch break should be taken at or about midway through the workday. In addition, 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.
- D. 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. Compressed Workweek

- A. Current standard 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. Upon the recommendation of the Unit Manager and approval of the Chief Executive Officer, other alternate work schedules may be established. Prior to establishing any new alternate schedule, District shall give notice to the Union and afford the opportunity to meet and confer.
- B. 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 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

In addition to regular scheduled breaks, employees will be provided a half (½) hour unpaid meal break after eleven (11) continuous hours of work.

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.

The break is earned at the completion of the 16th and 21st continuous hours worked.

Section 4. Meal Allowances

- A. Employees earn a meal allowance in accordance with paragraph B below, after three (3) hours of overtime, when such overtime is contiguous with a full day's work. Employees also earn a meal allowance after any eight (8) hours of continuous overtime and an additional allowance will be earned for 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 a 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

No supervisor shall unreasonably deny an employee a twenty (20) minute rest period during each four (4) hour work shift. Supervisors are responsible for scheduling rest periods. Whenever possible, such rest periods shall be scheduled at the middle of the work shift. However, 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.

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.

However, 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.

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

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.

Employees requesting fatigue time are responsible for providing advanced notification to their supervisor, or person in charge that they will be utilizing fatigue time.

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

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.

Employees may request flexible time up to one (1) hour before or after the designated start and quitting 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.

In order to efficiently carry out District work and serve the public, Deputy Managers will establish a core time when all members of a unit are expected to be on the job. In order to accommodate the needs of an employee, a Deputy Manager may authorize an employee to report to work up to one (1) hour earlier or later than the established core time; or to extend the lunch period up to an additional thirty (30) minutes.

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.

"Core time" (hours when all members of the group are expected to be on the job) will be established for each unit by the Deputy Manager. The core time will be determined by the nature of the work of the unit. An employee may request a schedule different than the core time by submitting a memo to his or her supervisor requesting flexible work time. The supervisor is required to approve or deny the request in writing and return it to the employee within ten (10) working days. If the request is denied, the employee may appeal to the Deputy Manager. The decision of the Deputy Manager is final.

Section 9. Telecommute

The Telecommute Program will continue pursuant to District policy.

ARTICLE V. BENEFIT PROGRAMS

Section 1. Maintenance of Benefits

Benefit plans currently in effect pursuant to the prior agreement of the parties 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 mutual consent of the District and the Union. The District will notify all employees and the Bargaining Units 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

The District agrees to continue Kaiser medical coverage at the level currently provided and pay the premium, including increases in the cost of premiums which may occur during the term of this MOU, for all employees and their dependents, including registered domestic partners per current District policy.

The District agrees to continue Blue Shield medical coverage and pay the premium, including increases in the cost of premiums which may occur during the term of this MOU for all employees and their dependents, including registered domestic partners per current District policy, with the exception that the "no card" prescription drug plan will be eliminated at the next renewal.

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.

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.

This will be implemented during the open enrollment period in July 2007 and will be effective in August 2007.

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.

Upon retirement, such employees would have the same rights to medical benefits as other employees.

The District agrees to study the feasibility of an opt out/cash benefit plan for all 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 terms of this MOU.

Section 4. Dental

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 terms of this MOU.

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. 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. Long-Term Disability Insurance

The District will pay for basic long-term disability coverage at no employee expense. Basic LTD coverage pays two-thirds of the first \$9,000 monthly base pay (for a maximum monthly benefit of \$6,000).

Generally, long-term disability benefits will begin 30 days after disability. Employees may use their sick leave during the 30 day waiting period.

In addition, the District will make available at employee option and employee expense, additional long term disability coverage of two-thirds of \$18,000 monthly base pay (for a maximum monthly benefit of \$12,000).

Section 7. Accidental Death and Dismemberment

The District agrees to continue a basic \$40,000 life and accidental death and dismemberment insurance policy for employees with additional insurance available at group rates.

Section 8. Part-Time Classified Benefits

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 (at least 80 hours per month), and participate in the Public Employees Retirement System and are entitled to receive the following benefits on

the same terms as full time regular District employees: Medical, Vision Care, Dental, Life Insurance and basic Long Term Disability Insurance. 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 (e.g., optional Accidental Death and Dismemberment Insurance, Business Travel 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. 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 11. Benefits Handbook

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

Section 12. Benefits Committee

The District will continue a labor-management collaborative 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.

The primary focus of this designated body is to oversee purchased benefits plans such as medical insurance, dental plan, vision plan, long term disability insurance, personal accident insurance, employee assistance program, and PERS. The committee's activities may also include ancillary programs that support its primary purpose, such as employee wellness.

Authority:

- This body will make recommendations to the District executive management and/or the bargaining units as appropriate regarding issues within its scope.
- If a recommendation of the committee is not accepted by any party, that party will send the issue back to the committee with a written explanation of what interests were not met.
- The committee will have authority to make administrative decisions not requiring meet and confer unless specifically prohibited by executive management in advance.

- All meet and confer issues must go back to the parties for their approval.
- This body will have the authority to form subcommittees and/or task-forces to effectively focus on specific issues when warranted.
- The committee will be given a budget to conduct its work.

Roles and Responsibilities:

- Oversee decisions regarding purchased benefits plans and other benefits within the committee's scope.
- Recommend selection and compensation of benefits-related consultants, brokers, and plan providers.
- Evaluate and make recommendations regarding plan changes.
- Review and evaluate information, legislation, marketplace trends in the benefits field for relevance regarding the District's benefits plans and costs.
- Represent the District in alliances such as the CHCC and the Beall initiative.
- Develop and monitor performance measures for benefit plan quality and cost.
- Recommend and support employee education efforts to influence the effectiveness and costs of the benefits programs.
- Communicate outcomes and solicit feedback from constituents.
- Facilitate approval of meet and confer items related to benefit programs.
- The issue of funding the unfunded liability for retiree benefits is specifically excluded.
- The success of the committee will be evaluated annually by each BU and executive management.

Section 13. California Health Care Coalition (CHCC)

The District is a member of the CHCC. Membership entitles the District to have 2 representatives attend CHCC Meetings and vote on CHCC matters. (The bargaining units will select one representative and the District will select one representative.)

The first year membership costs will be shared by the District and the Bargaining Units; the District pay 50% of the membership for the first year and the bargaining units will equally split the remaining 50% of the membership cost. The District will pay the membership cost upfront and the bargaining units will equally reimburse the District for the remaining 50% of the membership cost.

ARTICLE VI. PENSION BENEFITS

Section 1. PERS Pension

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.

Employees will continue to reimburse the District 2.5% of the cost of the 2.5% @ 55 Formula Benefit program through direct payroll deductions.

In accordance with Board Resolution 07-25 and the accompanying Board Agenda Memo, the District will pay 0.5926% of the PERS employee (member) contribution of 8.0%.

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.

The District will amend the PERS Contract by the end of the first year of this MOU to allow an employee to purchase up to three years of credit for any volunteer service in the Peace Corps, AmeriCorps VISTA (Volunteers In Service To America), or AmeriCorps to the extent permitted by PERS.

The PERS Retirement Plan will include Post Retirement Survivor Continuance and Retirement Credit for Unused Sick Leave.

The employee survivor benefits will be Level 4 as specified in the 1959 Survivor Benefits Report of the California Public Employees Retirement System.

The PERS Retirement Plan Final Compensation will be calculated by using the average monthly rate over the highest consecutive 12 month period.

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

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

The District will have the right to unilaterally change or eliminate retiree health benefits for future employees prospectively.

The District agrees to pay the full cost of medical coverage for eligible Union members upon retirement. Eligibility requirements for retiree medical coverage are as follow:

- Eligible retirees hired prior to March 1, 2007:
 - Eligible retirees with a minimum of ten (10) years (20,800 hours) of continuous District service will receive medical coverage with the premium paid by the District.
 - Eligible retirees with a minimum of fifteen (15) years (31,200 hours) of continuous District service will receive medical coverage with the premium paid by the District for the employee plus one eligible dependent.
- Eligible retirees hired on or after March 1, 2007:
 - An employee retiring with fifteen (15) years (31,200 hours) of continuous service will receive medical coverage with the premium paid by the District.
 - An employee retiring with twenty (20) years (41,600 hours) or more years of continuous service will receive medical coverage with the premium paid by the District for the employee plus one eligible dependent.

A retired employee has the option to continue coverage for additional eligible dependents by paying the premium to the District.

The District will include this assumption in conducting an actuarial analysis to estimate the impact on reducing the unfunded liability.

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.

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.

Any other surviving eligible dependents who were on the plan 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.

An eligible District retiree is defined as:

- An employee who 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*
- An employee with a minimum of ten (10) years (20,800 hours) of continuous District service, *or*
- An employee with a minimum of five (5) years (10,400 hours) of continuous District service who is eligible for CalPERS disability retirement.

These retiree health benefits are permanently and irrevocably vested for those employees who are eligible or become eligible for the benefits as defined in this section. The vested benefit shall remain in effect after the effective date of the memorandum of understanding between the District and the Union. In the future,

if the District restructures its active regular full time employee health care benefits, then the retiree health benefits will also be identically restructured.

The District will also develop and implement a plan that begins to fund the liability during the term of this MOU. The parties will agree on a plan to fully fund the unfunded liability for retiree benefits through a trust fund with the assistance of subject matter experts.

All or a portion of savings realized by adjustments to the active health plan and other organizational savings as determined by the District, will be placed in a trust fund to fund the unfunded liability.

Section 3. Medicare Enrollment

As of March 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. 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

The District agrees to continue to make available reasonable deferred compensation programs.

The Union will have the right to non-voting representation on the District's deferred compensation committee.

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 VII. PAID LEAVES

Section 1. Holidays

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
Lincoln's Birthday	February 12
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

and

- A. 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.
- B. 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' scheduled day off shall be added to the employee's vacation balance.
- C. 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.
- D. 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.
- E. 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.

- F. An employee in a leave without pay status immediately preceding the holiday will not be eligible to be compensated for the holiday.

Section 2. Absence Notification

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.

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.

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.

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

Vacation may be accumulated not to exceed three (3) times the annual entitlement except when the employee:

- is absent on full salary due to a work-related injury or illness, or
- is earning vacation while using sick leave due to an illness or injury, or
- 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.

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 estate.

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.

Supervisors may prepare a schedule of available vacation periods for each classification 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.

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 physician or if the employee was hospitalized for the illness or injury.

If an employee's requested vacation must be denied or canceled 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

Effective the first pay period in each August, twenty-four (24) hours plus one shift of personal leave shall be credited to each employee in an active status (e.g. employees working a 12 hour shift would receive a total of 36 hours). 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.

Personal leave shall be taken as scheduled by the employee with the supervisor and may be used for whatever reason by an employee with the following limitations:

- A. Personal leave may not be used in conjunction with vacation unless authorized by the District.
- B. 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 shall be converted to cash or credited to a deferred compensation plan, up to a maximum of 24 hours.

- C. Upon termination, an employee with six (6) or more months of continuous service shall be paid for any remaining personal leave balance.

Section 6. Sick Leave

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 and sick leave for more than 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:

- the employee's illness or injury
- medical or dental appointments for employees
- providing care for a spouse, registered domestic partner, child, parent or other legal dependent of the employee pursuant to District FMLA/CFRA Policy. (such care could include medical or dental appointments)
- extending the term of an employee's bereavement leave for up to 14 consecutive calendar days.

The portion of sick leave that may be used leave to care for a child, parent, spouse, or registered domestic partner should be no less than 80 hours. Upon approval from an employee's Deputy Level Manager, the duration of sick leave used may be up to the employee's current accrued sick leave balance.

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.

Upon separation in good standing or upon retirement with less than 10 years of service, an employee will be paid up to 480 hours of sick leave at 50% of cash value, with any balance beyond 480 hours paid at 25% of cash value.

On or after 10 years of service, the employee's sick leave balance will be paid at 50% of cash value.

On or after 15 years of service, the employee's sick leave balance will be paid at 75% of cash value.

On or after 20 years of service, the employee's sick leave balance will be paid at 100% of cash value.

Upon death of the employee, any sick leave balance will be paid at 100% of cash value.

Upon retirement, an employee may transfer any portion of their sick leave balance to PERS to be counted as service credit.

Other than the above, all rights to sick leave shall be cancelled upon separation; provided however 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. 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. Repayment in full must be made before reinstatement of re-employment.

Section 7. Sick Leave Conservation Program

The Union and the District, in an effort to provide employees with an incentive to conserve sick leave and a program to assist them in solving situations which require them to use an inordinate amount of sick leave, have agreed to the program outlined below.

A. **Payoff Provision**— 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 nondeductible 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 one (1) hour increments, to:

1. cash equal to the number of sick leave hours converted, multiplied by the employee's normal hourly rate; or
2. hours of vacation equal to the number of sick leave hours converted, or
3. A combination of Options 1 and 2 but in one (1) hour increments.

Payment or vacation crediting shall be made as soon as is practical after the necessary calculations but in no case later than the last working day of the second pay period in January.

B. **Sick Leave Donation Program**— An employee shall be allowed to donate up to 200 hours of his or her sick leave to other employees in accordance with District Policy.

Donations will be on an "hour for hour" basis and will not be charged against the donor's sick leave conservation hours.

Section 8. 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 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.

Section 9. Jury/Witness Leave

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.

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.

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 10. Military Leave

The District shall grant military leave in accordance with the California Military and Veterans Code.

Section 11. Industrial Injury Leave

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 shall 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; provided, however, that any temporary industrial injury disability compensation for this period is assigned to the District. If the employee uses a District-designated medical provider the compensation is limited to eighty (80) hours; if the employee uses their own medical provider compensation is limited to forty (40) hours.

At the end of this leave, and if unable to resume work, the employee shall elect whether to receive payment of any accumulated sick, vacation, or over earned leave benefits, or to receive industrial accident compensation payments.

If the employee elects to use sick or vacation leave benefits, all temporary industrial injury disability compensation shall be assigned to the District. This election shall be made in writing and submitted to the District prior to payment of any sick leave or vacation benefits. Prorated credit to the employee's sick leave balance at the employee's current rate of pay shall be made based upon the dollar amount assigned to the District from industrial accident compensation.

Section 12. Part Time Classified Employee Paid Leaves

The following paid leave benefits are accrued on a prorated basis:

Holidays, Vacation, Sick Leave, and Personal Leave.

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.

The following paid leave benefits are provided on a prorated basis as follows:

- 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.
- Bereavement leave – employees will be compensated for those hours that fall within their regular specified work hours.
- Military leave – will be as provided for in the California Military and Veteran's Code.

ARTICLE VIII. LEAVES WITHOUT PAY

Section 1. General Provisions

Leaves without pay may be granted as outlined below; provided, however, that:

- A. A leave may be revoked upon evidence that the cause for granting it was misrepresented or has ceased to exist.
- B. The period covered by a leave 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.
- C. Leave without pay granted to a probationary employee shall not be credited toward the completion of the employee's probationary period.
- D. All accrued vacation must be used or, at the option of the District, the monetary value of all accrued vacation must be paid to an employee before a leave of absence without pay can be granted, excluding leave granted for parental or medical purposes.
- E. Employees taking leave without pay for medical purposes must provide a District approved doctor's release upon return to work.

Section 2. Parental Leave

An employee may be granted an unpaid parental leave not to exceed six (6) months. Upon return to work, an employee on parental leave shall be reinstated to his/her former or a comparable level position.

Section 3. Leave Under the Family and Medical Leave, California Family Rights Act, Pregnancy Disability Leave

The District will provide leave required under the Family and Medical Leave Act, California Family Rights Act, Pregnancy Disability Leave, District Policies and Procedures, and applicable law.

Section 4. Leave of Absence Without Pay

An unpaid leave of absence may be granted by an employee's Deputy Level Officer or designee for urgent or substantial personal reasons including illness not covered by sick leave as set forth in Article 7. Section 6. Such unpaid leave may be extended by the Chief Executive Officer for a further period of not to exceed six (6) months for exceptional circumstances. With approval of the Board of Directors, such unpaid leave may be extended for more than one (1) year upon a finding by the District of unusual and special circumstances. All requests for unpaid leaves must be made in writing and include specific begin and end dates for the unpaid

leave. Persons responsible for approving unpaid leaves shall approve such leaves in a consistent and equitable manner.

Section 5. Educational Leave

A three (3) month leave without pay may be granted for educational or training purposes when the Chief Executive Officer 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.

Section 6. Compulsory Leave

The District may require an employee who is incapacitated for work due to illness, injury, or medical condition, to take such leave of absence as will be necessary until the employee can perform the required duties of the position. In addition, 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 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 7. Insurance Benefits During Unpaid Leave

Except as noted herein, an employee is not eligible for District contributions toward insurance premiums, during leaves without pay. An employee may, however, make such payments to the District for desired coverage under the conditions, including reenrollment conditions, as may be established and permitted by the insurance carrier(s).

Employees on parental leave without pay or personal leave due to accident or illness will be eligible for full District contributions toward medical, dental, and basic life insurance for the first six (6) months of such leave.

Section 8. Union Leave

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 discretion, approve the request if it is consistent with the needs of the District. Union leave which is granted will be subject to the following conditions:

- A. Upon termination of the Union leave, the employee will return to their position.
- B. The District may terminate the leave early in the event of emergency or changed circumstances.
- C. 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.
- D. All time spent on Union leave will be counted as service credit by the District.

ARTICLE IX. REIMBURSEMENTS

Section 1. Tuition Reimbursement

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 advancement.

In accordance with established procedures, 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 classification are not within the scope of this program.

Upon approval of a course, the employee will be reimbursed fifty percent (50%) of the cost of the tuition and other costs such as laboratory fees and assigned textbooks. The remaining fifty percent (50%) of the costs will be reimbursed after the employee completes the course. Total tuition reimbursement shall not exceed \$1,600 in a fiscal year. No unpaid balances over the maximum will be carried forward for payment to a later year.

Courses must be given by an accredited institution.

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

A. The District agrees to pay up to \$250 per year for membership, subscriptions, and reference materials for professional organization related to job duties, subject to approval by the Deputy Manager for the following classifications:

Biologist I, II, III
Microbiologist I, II
Senior Chemist
Senior Microbiologist
Water Quality Specialist series
Chemist I, II
Accountant I, II, III, Sr.
Environmental Planners series
Technical Systems Administrator
Network Administrator
Office Automation Coordinator
Telecommunications Administrator
Program Administrator
Senior Information Systems Technician
Information Systems Technician I, II, III

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. 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.

Section 4. Uniforms

Coverall/uniform practices which currently exist shall be continued through the term of this MOU. Classifications are listed below.

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
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 I, II, III, IV
Water Plant Supervisor
Water Quality Specialist I, II, Sr.
Water Resources Technician I, II, Sr.
Welder I, II

Section 5. Safety Shoes/Glasses

All safety equipment provided by the District must meet CAL/OSHA standards where a CAL/OSHA standard has been adopted.

All employees are required to wear footwear appropriate to duties of their classification. Employees whose job duties require safety shoes, will be reimbursed for up to one hundred sixty dollars and ninety cents (\$160.90) of the cost of safety shoes once yearly (calculated from the date of purchase), provided the shoes are in a style and meet safety standards which are approved by the District. In addition, safety shoes for which the District has reimbursed the employee must be worn on the job. Each July, the reimbursement amount shall be adjusted by an amount equal to the change in the San Francisco-Oakland-San Jose Consumers Price Index for all Urban Consumers (CPI-U) from February to February.

The District shall provide a program providing one hundred fifty-one dollars and fifty-five cents (\$151.55) contribution for prescription safety glasses for those employees whose job duties are found to require such equipment. Each July, the reimbursement amount shall be adjusted by an amount equal to the change in the San Francisco-Oakland-San Jose Consumers Price Index for all Urban Consumers (CPI-U) from February to February.

Section 6. Mileage Reimbursement

Increase mileage reimbursement for use of private vehicles to equal IRS rate.

Reimbursement for other travel expenses will be as per District policy.

ARTICLE X. 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. 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, disability, or any other protected class.

All positions represented by each of the Bargaining Units EA, ES & MMA will be recruited according to the agreed upon revised Recruitment and Examination procedure based upon the hiring straw design document dated October 26, 2006. This procedure is a collaborative process established to ensure consistent District practices governing recruitment and selection of the District's workforce and defines certain obligations, rights, privileges, benefits, and prohibitions for classified service. The process may be modified at any time by mutual agreement of the parties.

The revised Recruitment and Examination procedure (PnP) will be implemented by the Recruitment and Examination Unit (REU), no later than June 30, 2007. The PnP shall include the items described as "agreed to" during the Interest Based Bargaining Process (See Attachment V "Hiring Straw Design" dated October 26, 2006). The revised PnP shall be submitted for stakeholder review by March 30, 2007. REU shall revise the SOPs for the hiring process in accordance with the ISO format no later than December 31, 2007.

The District will also revise the Equal Opportunity Program (EOP) PnP based upon relative elements in the Hiring Straw design document dated October 26, 2006. EOP will prepare appropriate SOPs describing their role in the hiring process, including a description of the criteria used in their review of the process. The PnP shall be submitted for stakeholder review by March 30, 2007. EOP shall revise the SOPs for the hiring process in accordance with the ISO format no later than December 31, 2007 in concurrence with the revised hiring process.

Section 2. Hiring Process Long Term Issues

The IBB hiring committee shall continue to work the long term issues as identified by the hiring subcommittee and approved in the final straw design. Committee members shall be provided release time and a budget project task number for charging time spent.

Authority

The hiring committee shall recommend proposals to the appropriate level manager as follows:

- For proposals that impact current MOU language, such as a change in language or side letter agreement, submittal shall be made to the IBB oversight committee for approval and implementation.
- For proposals that impact District-wide policies, administrative procedures, and operations, submittals shall be made to ERF for review prior to approval and implementation.

Meeting Schedule

The committee shall meet twice monthly, starting one month after the MOU is approved. Additional meetings may be called by a consensus of the committee to carry-out work.

Approach to Resolve Long Term Issues

The long term issues will be resolved using the IBB process.

Committee Lifecycle

The committee shall dissolve and cease to exist upon submittal of recommended solutions.

Section 3. Out-of-Class Assignment

Out of class assignments shall be made for periods greater than three days and shall not exceed thirty calendar days.

Assignments shall be made by the appropriate level manager, on an equal opportunity 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. 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.

The Bargaining Unit shall be notified of the assignment. The notification shall serve as the record of the assignment and shall be used to verify that out of class assignments are being made on an equal opportunity rotating basis.

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.

Employees assigned to work out of class shall be compensated at the first step of the higher level class or one step greater than their current salary, whichever is greater.

Section 4. Physical Examinations

Prior to appointment, a prospective employee shall undergo a medical examination to ascertain medical fitness for the duties of an assigned position by a physician of the District's choice and at District's expense. The District may require an applicant for employment to submit a report of medical fitness by a licensed physician prior to appointment. At the District's option, such examination may be at District's expense.

Prior to the appointment or within a reasonable period following appointment to a new 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.

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.

Section 5. Underfill

Where a vacancy exists in a position authorized by the Salary Resolution, an Appointing Authority, in lieu of filling the vacancy in the class authorized, may, with the approval of the General Manager, fill the position at the lower-related class level if there is no current qualified applicant for the higher class and the typical tasks, duties and responsibilities required of the higher class include those required by the related class. The Appointing Authority may subsequently fill such position at the class level established by the Salary Resolution provided that such action will not result in the removal of an incumbent with permanent status.

Section 6. Rotation

Any employee, after satisfactorily completing the probationary period, may, upon approval of the employee and the appointing authority, rotate for a period of not to exceed six (6) months through other units in the District. The purpose of the rotation is for orientation and learning purposes. 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.

Employee may have ability to participate in the rotation program, once every two (2) to five (5) years at the employee's request and is subject to approval by the appointing authority in order to ensure that the rotation schedule does not impact the District. The appointing authority will make every effort to ensure that employees have the ability to rotate once every two (2) to five (5) years.

If agreed to by the employee and the appointing authority, additional rotations may occur within the 2 year to five (5) period provided it is mutually beneficial to both the District and the employee.

Section 7. Administrative Reassignment

The District and Union have agreed that voluntary administrative reassignments may be implemented at the request of an employee or District Management and at the discretion of the appropriate appointing authority under the following conditions:

- A. An employee may request a voluntary reassignment at any time. The District may, at its sole discretion, grant a reassignment provided a position is available.
- B. The employee(s) meet the minimum qualifications of the position to which the employee is transferred.
- C. The District may voluntarily or involuntarily administratively reassign employees provided all applicable MOU provisions are adhered to.
- D. A promoted employee may request return to the specific position or classification from which the employee promoted, and such requests shall not be unreasonably denied when there is an available position.
- E. Returning employees shall resume status they had when they vacated the lower position as either permanent or probationary with credit towards step advancement for time served in the higher level position.
- F. Employee applying for competitive reassignment between positions in the same classification shall receive an automatic review.
- G. Employee requested administrative reassignment must have completed their initial probationary period.
- H. Employee requested administrative reassignment shall not be permitted more than once in a two-year period.
- I. District shall notify Union of employee requested administrative reassignment.

Definitions

Reassignment — Movement of employee from one position to a different position within the same classification.

Voluntary Administrative Reassignment — An administrative reassignment requested or agreed to by an employee.

Involuntary Administrative Reassignment — A reassignment directed by the District which the employee has not requested or does not agree with.

ARTICLE XI. EMPLOYEE PERFORMANCE/EVALUATION

Section 1. Personnel Records

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 only. Further, an employee, or the employee's authorized representative, may view the employee's personnel record at any time.

Nothing shall be placed in the employee's personnel file unless the employee has received a copy of the material to be filed. 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.

Evaluations shall not be removed from an employee's file unless successfully appealed.

Employees may respond to any document in their personnel file and have a copy placed therein after providing a copy to all concerned parties per requirements as set forth by the Personnel Officer.

Section 2. Employee Performance Evaluations

A. General

An employee's performance shall be evaluated by a uniform and equitable method that is based on an annual employee work plan for a fiscal year and is linked to the CEO work plan.

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.

The District will continue to review and consider suggestions for changes in the performance evaluation procedures. Until such time as any review and consideration of suggestions for changes in the process have been thoroughly reviewed by the Bargaining Units and the District by meeting and conferring, District will continue to use procedures in effect at the time of the effective date of this Memorandum of Understanding.

B. Denial of Step Increase

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. Appeals Process

Evaluations shall not be grievable through the grievance procedure. For appealing a decision denying 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.

If the employee is not satisfied with the First Level Unclassified manager's decision, the employee may make a final appeal to the Labor Relation's unit manager in writing not later than fifteen (15) working days following the employees' receipt of the decision by the First Level Unclassified manager. The Labor Relation's unit manager will determine whether there is a sufficient basis to support the "Needs Improvement" rating. The decision of the Manager of Labor Relations (MLR) is final.

The MLR will schedule meeting(s) with the parties no later than fifteen (15) working days from the request to discuss the Employee Performance Evaluation with the MLR. The MLR will meet with the parties and review all supporting documents pertaining to the performance evaluation to assure compliance with the revised Classified Employee Performance Evaluation process. Upon completion of review of documents and meetings with the parties, the MLR will determine if the facts support the "Needs Improvement" rating and provide a decision in writing no later than fifteen (15) working days after the conclusion of the meetings.

D. Training

The District and Bargaining Units agree to develop and implement a training program to educate managers, supervisors, and employees on the new performance, discipline and grievance processes. This action is expected to be initiated by March 1, 2007 and be completed by June 30, 2007.

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 Employee Evaluation

Performance Process. In cases where the probationary employee does not meet the job requirements, they shall receive a "needs improvement" as an overall rating and may be terminated. In extenuating circumstances, management may elect to have an employee's probationary period extended to eighteen (18) months.

Upon a written request from a released probationary employee, a written notice of the reasons for the release shall be presented to the employee. Probationary employees shall have all rights under this agreement except in cases of suspension, demotion, or termination or as specifically excluded.

Anyone who is appointed, promoted, or demoted to another position must satisfactorily complete a probationary period of six (6) months. The Unit Manager will use the Employee Evaluation Performance Process to show 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 and overall rating of "Needs Improvement" if appointed or promoted will be demoted to original position. A promotional probationary period may be extended for any classification to one (1) year. The regular employee, who was initially demoted and has not passed probation for the demoted position, will be subjected to disciplinary action.

Employees reclassified to a new classification who are found by the District to have been performing the duties of the new classification for at least six (6) months will not be placed in a probationary status. In addition, and employee who is administratively transferred from a position in one classification to another position in the same classification 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 and the request is approved by the Chief Executive Officer or designee.

ARTICLE XII. CLASSIFICATION

Section 1. Classification Study Process

Overview

The Bargaining Units 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.

The District recognizes that in order to accomplish classification studies, the process needs to be systematic and at specified intervals. Therefore the District and the Bargaining Units agree to the following process.

Process

The process shall be comprised of the following phases:

- Baseline Study
- Classification Study Standard Operating Procedures (SOP)

Baseline Study

The baseline study shall be performed to assess whether the current classification system meets the business needs of the District. The study shall be composed of the following key steps and deliverables and shall be completed by January 2008:

1. Create job descriptions for each District position.
2. Conduct an internal classification audit with the goals of
 - reducing the number of classifications at the District through the creation of broad classes
 - auditing work actually being performed
 - creating a baseline for the District's workforce strategy
 - scope and approach of the internal classification audit shall be jointly developed by representatives of the Bargaining Units and management from Administration, Capital Program Services, Watersheds, and Water Utility
3. Link job descriptions to the classifications.
4. Establish a classification baseline.
5. Conduct external benchmarks of the new classification baseline.
6. Develop a classification realignment proposal based on the results of the external benchmark and the District's workforce strategy.

7. The proposal shall be submitted to the classification committee for implementation in accordance with the classification long term process in section (to be determined).

Classification Study SOP

The classification study SOP shall be developed to assure that classification studies are carried out systematically and at specified intervals. The SOP shall be completed by January 2008.

The classification study SOP shall incorporate the following key elements:

- Link to a workforce strategy.
- Provision for maintenance of the classification system, to include
 - Periodic reviews that shall have a defined approach, scope, and criteria as determined by the Human Resources/Classification Unit.
- Provision for the conduction of realignment studies. The realignment study shall include the following key elements
 - Internal review and analysis of the current classification system with consideration of long term impacts, class family structure, how work is actually being done, and compensation.
- External review and analysis to benchmark current classification system to include a comparable work analysis (not by title) in the areas of watershed management, flood management, water supply and quality, capital improvement program, and administration
- Study outcome. If the results of the study lead to a realignment of the classification system, consideration shall be given as to the depth of realignment (including new classes, changes to class specifications, removal of classes), how the realignment fits with the workforce strategy, and how the changes will be communicated.

Section 2. Classification Study Pilot Classes

The District shall continue the practice of reviewing and monitoring the classes represented by the Union, jointly with the Union, to maintain the ability to retain current staff and to recruit competitively with other public agencies.

The ten series identified below shall be completed, in the specified order, upon completion of the new classification study SOP, but no later than 24 months from signing of the MOU. Implementation of the pilot study findings is subject to agreement between EA and Management. Based on the results of the pilot study, evaluation of the new classification study process (see *classification issue 1a*), and the baseline study, the BUs and management shall meet to determine next steps. The classification committee shall develop criteria to evaluate the new process prior to the start of the process.

First

Job Series

Water Plant Operator

Second

Job Series

Environmental Planner
Biologist
Chemist
Water Quality Specialist
Industrial Hygienist

Third

Job Series

Hydrologic Systems Analyst
Hydrographer
Public Information Representative

Fourth

Job Series

Management Analyst, Project Coordinator (same series), and Management Analyst Related Series (includes Program Administrator) and Project Assistant and Accountant Series.

Section 3. New Classification Review

The Union recognizes the right of the District to establish new job classifications and to amend existing class descriptions to reflect changes in assigned duties and responsibilities. In the event a substantial change is made in the description of a class represented by the Union, the District will consult with the Union regarding such change and the salary for the class. Upon request of the Union the parties shall meet and confer on the salary for the classification within fifteen (15) working days prior to presentation to the CEO. Establishment of salary is not subject to the grievance procedure as contained in this contract.

The District will provide the Union with fifteen (15) working days notice prior to requesting adoption of new classes or if there are substantial revisions to existing classes represented by the Union.

Section 4. Reclassification Process

The reclassification study process shall be the same for all bargaining units and is independent of the requestor (the employee, management, or bargaining unit). It

is important that the work being performed is done at the appropriate level in the appropriate classification. A position may be reclassified across bargaining unit lines upon agreement by the impacted bargaining units and managers.

When the nature of the work being performed by a specific position has changed over an aggregate of six months from the date of the assignment, the employee or manager may request a reclassification study. In the event that a bargaining unit believes the work being performed by a position is not appropriately assigned due to education and experience requirements of the classification, the bargaining unit may request a reclassification study to determine whether the work has been assigned to the appropriate classification. Impacted employees and bargaining units shall be notified when a reclassification study is requested.

The reclassification process shall be completed and the requestor notified within 60 calendar days of the date the request is received by the HR/Classification Unit. If the 60 calendar day completion is not met and the reclassification results in an upward revision of pay, the pay shall be retroactive to the date the request is received by the HR/Classification Unit.

If an employee's class is reduced through a downward reclassification or other action not as a result of a disciplinary action, the District shall not negatively impact the employee pay level. The employee shall continue to receive cost of living adjustments equal to that of all employees within the bargaining unit.

The District and Bargaining Units agree to establish the Reclassification Standard Operating Procedure (SOP) no later than 90 calendar days from ratification/approval of the MOU. The SOP shall include the following key elements:

- Review and approval to initiate the reclassification study shall be completed within 14 calendar days from employee submittal. After 14 days, the study shall be automatically approved and forwarded to the HR/Classification Unit.
- Upon approval of the request, the employee shall be notified when the request is forwarded to HR/classification. If the request is denied, the employee shall be notified in writing, including an explanation of what criteria were not met. Employee shall be notified of the outcome of request no later than 7 calendar days.
- The Chief Administrative Officer (CAO) shall approve the final outcome of the study. CAO approval shall be completed within 60 days of the date the request was received by the Unit Manager.
- The employee, manager, and appropriate BU shall be provided a status update 30 days after the request is received by Classification/HR.
- The results of a reclassification study shall be appealed through the grievance procedure.

Section 5. Classification Review Which Crosses Bargaining Units

A one-year pilot program shall be established to allow movement of an individual employee and/or position across bargaining unit boundaries as a result of a desk audit.

The movement across bargaining units will only be utilized when there is no suitable classification available within the employee's existing bargaining unit to move the employee/position.

The pilot program shall start when revisions to the reclassification process are completed or within one year after the MOU is approved (which ever occurs first) and conclude one year following its initiation. Reclassifications started during the term of the pilot will be carried through to conclusion.

The District's Classification Unit will create a tracking mechanism to track employee/position movement during the pilot and periodically report status to the bargaining units and the District.

Continuation of the program following its conclusion requires a side-letter agreement among the parties.

Section 6. Classification Long Term Issues

The IBB classification committee shall continue to work the long term issues as *identified by the Classification subcommittee and approved in the final straw design*. Committee membership shall include a member of the District's Classification Unit with expertise in classification systems. The BUs may appoint other representatives as appropriate.

Committee members shall be provided release time and a project and task number for tracking budget and time spent.

Authority

The classification committee shall recommend proposals to the appropriate level as follows:

- For proposals that impact current MOU language, such as a change in language or side letter agreements, submittal shall be made to the IBB oversight committee as appropriate, for approval and implementation.
- For proposals that impact District-wide policies, administrative procedures, and operations, submittals shall be made to ERF for review prior to approval and implementation.

Meeting Schedule

The committee shall meet monthly, starting the second month after the MOU is approved. Additional meetings may be called by a consensus of the committee to carry-out work. Approach to Resolve Long Term Issues

The approach to resolving long term issues depends on whether the issues are dependent on the baseline classification study outcome called for in the Classification Study Process (see issue 1a).

The manager/supervisor must establish and maintain appropriate documentation.

Section 7. Oral Reprimand

The manager/supervisor should advise the employee and Bargaining Unit 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.

Specific details and examples should be developed for an action plan and follow-up and follow-through timelines should be established if applicable.

The manager/supervisor must establish and maintain appropriate documentation.

Section 8. Written Reprimand

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.

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 Bargaining Unit and the Labor Relations Unit.

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 supervisor should keep a copy in a "working" file.

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

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.

Periodic performance evaluations will contain an action plan which will include, at a minimum:

- A period of evaluation no less than 30 days nor more than 90 days.
- 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.

- Clearly defined and appropriate disciplinary consequences to which the employee will be subjected to if performance is not improved.

Section 10. Suspension

Suspension is the temporary removal of an employee from work duties without pay. This level of discipline is to be used in accordance to the Discipline guidelines.

A suspension could serve as a final warning to the employee that continued misconduct will result in dismissal from District service.

Section 11. Demotion/Termination

Demotion or termination may occur when classified employees have completed probation at the District in their current classification or a similar classification.

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

Section 12. Administrative Leave

A. Notification – If it is necessary to place an employee on Paid Administrative Leave, normally not to exceed forty five (45) working days, the District shall notify the employee and the Bargaining Unit. An employee may not be placed on Paid Administrative Leave unless the investigation or charge under consideration relates to harassment including sexual harassment, retaliation, potential criminal activity, violence, willful destruction of property or potential injury to the employee or others. (See Department of Transportation (DOT) for Driving under the Influence (DUI's), suspended licenses or driving record issues for commercial drivers) The notification shall include:

- The reason why the employee was placed on Paid Administrative Leave,
- The steps to be taken during the time the employee is on Paid Administrative Leave,
- Anticipated length of the Paid Administrative Leave.

B. Leave Extension - If the anticipated length of the Paid Administrative Leave needs to be extended, the District shall notify the employee and the Bargaining Unit in writing of the reasons for the change.

C. Within fifteen (15) working days both the employee and BU will be notified in writing of the status of the case.

Pre-Disciplinary Procedure:

The district upon completion of the 45 working day investigation will notify the employee and Bargaining Unit:

- A. Within 15 working days of completion of the investigation, WRITTEN NOTICE OF RECOMMENDED DISCIPLINARY ACTION(S) stating the specific grounds and facts upon which the action is based will be provided to the employee, Bargaining Unit and the Labor Relations Unit.
- B. Copies of any known materials, reports or other documents upon which the intended action is based. A copy of the written materials will be provided to the Bargaining Unit and the Labor Relations Unit.
- C. Be accorded the right to respond in writing within 15 working days to the intended charges. A copy of the written response will be provided to the Bargaining Unit;
- D. If applicable, (suspension, demotion, termination) be accorded the right to meet (Skelly Hearing) within 15 working days, of receipt of the WRITTEN NOTICE OF RECOMMENDED DISCIPLINARY ACTION, with the Deputy level or 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 Bargaining Unit and the Labor Relations Unit.
- E. Upon conclusion of the Skelly Hearing, within 15 working days, 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.

Section 13. Arbitration:

Appeal of Final Disciplinary Action resulting in suspension, demotion, or discharge shall be through Arbitration, but only with concurrence of the employee's Bargaining Unit. If an employee chooses to take the grievance to Arbitration without Bargaining Unit concurrence, it shall be at the employee's expense.

Arbitration Procedure:

- A. A written request to proceed to arbitration must be filed by Bargaining Unit with the Manager 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 Bargaining Unit and the Labor Relations Unit.
- B. The parties may mutually agree in writing upon the selection of an Arbitrator or shall jointly request a list of nine names of arbitrators supplied by the State Mediation and Conciliation Service, or by mutual agreement, from another organization.
- C. Within (5) five working days following receipt of the above referenced list the parties shall confer to select the Arbitrator. 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.

- D. Within fifteen (15) working days after the selection of the Arbitrator, the hearing shall be scheduled. A copy of the hearing notice will be provided to the Bargaining Unit, Manager of Human Resources and the Labor Relations Unit.
- E. It is recommended that the Arbitrator render their decision within sixty (60) working days of the conclusion of the aforementioned hearing, render his decision, in writing, and shall direct copies to the Manager of Human Resources or designee, the Bargaining Unit and the Labor Relations Unit.

Hearing:

- A. The fees and expenses of the Arbitrator shall be shared equally by the District and the Bargaining Unit, 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.
- B. The arbitration shall be informal and the rules of evidence prescribed for duly constituted courts shall not apply.
- C. Hearings shall be conducted in accordance with 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.

Decision:

- A. The decision of the Arbitrator shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.
- B. The decision of the Arbitrator may sustain, modify or revoke the recommended disciplinary action and shall be final and binding on the parties.

ARTICLE XIV. GRIEVANCE PROCEDURE

The following procedure is established as a result of a mutual interest on the part of the District and the Bargaining Unit 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 Bargaining Unit at any stage of the grievance procedure. Time limits may be modified at any step by written mutual agreement.

Section 1. Grievance Defined

A grievance is any dispute between the District and the Bargaining Unit and/or their membership concerning the interpretation of application of this Agreement; or interpretation or application of rules or regulations governing personnel practices or working conditions within the scope of representation; or the interpretation, application, or practical consequences of a District decision primarily relating to the wages, hours and other terms and conditions of employment within the scope of representation.

For questions which require interpretation of contract language, the hearing will be conducted by the Labor Relations Unit Manager.

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. An appeal form will be provided at the time of occurrence.

Employees are entitled to representation during the grievance process. Employees shall have the right to represent their own grievance or do so through a Bargaining Unit representative. If an employee chooses to take the grievance on their own, it shall be at the employee's expense.

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 2. Informal Procedure

Employees are encouraged to act promptly to attempt to resolve disputes with their manager/supervisor through an informal procedure. Within fifteen (15) working days of the occurrence, or discovery of the occurrence of a grievable issue, an employee shall discuss with their immediate manager/supervisor and the Bargaining Unit the issue(s) giving rise to the grievance. The employee or Bargaining Unit must complete a grievance form. For purposes of filing

grievances email submission or responses will not be accepted. A copy of the completed grievance form must be given to the District and Bargaining Unit President and the Labor Relations Unit.

It is the responsibility of the manager/supervisor involved to meet with the grievant and Bargaining Unit within 15 working days of receiving the request to meet. Additional meetings or discussions may be held to resolve the matter with the employee, Bargaining Unit, Labor Relations Unit and manager/supervisor. The manager will respond in writing within 15 working days of the meeting. If a resolution is achieved, it shall be documented in writing and signed by the grievant, Bargaining Unit and manager within 15 working days of the meeting. A copy of the resolution will be provided to the Labor Relations Unit. If resolution is not achieved, the employee and/or Bargaining Unit may file a formal grievance form in writing within 15 working days from the date the decision was rendered. 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.

At any time in the grievance process the failure of either the District or the Bargaining Unit to adhere to the time limits set forth in the MOU shall cause forfeiture for their case.

Section 3. Formal Grievance

Step 1. Within fifteen (15) working days of the receipt of the informal decision, or discovery of an alleged grievance, the formal grievance procedure may be initiated by employee or Bargaining Unit filing an appropriate Notice of Grievance form with the Human Resources Deputy or designee. A copy shall be provided to the Labor Relations Unit and the Bargaining Unit.

A meeting with the employee, Bargaining Unit, 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.

The Human Resources Deputy 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 Bargaining Unit, grievant, applicable Manager and Labor Relations Unit.

At any time in the grievance process the failure of either the District or the Bargaining Unit to adhere to the time limits set forth in the MOU shall cause forfeiture for their case.

Step 2. Mediation: At any step during the grievance process prior to arbitration, the parties may agree to mediation. The mediation process shall be as follows: If the grievant is not satisfied with the decision at Step 1, the grievant may, within fifteen (15) working days, request the matter be referred to mediation. Mediation shall require the concurrence of both parties.

The Mediator shall be obtained from the State Mediation and Conciliation Service or other mutually agreeable sources. The Mediator shall attempt to mediate a mutually acceptable resolution to the grievance. In the absence of mutual acceptance of the resolution, the matter shall proceed to Step 3. The Mediator's confidential written recommendation shall be presented to the Bargaining Unit, appointing authority, Chief Administrative Officer or designee, and the Labor Relations Unit. The mediation process shall be confidential and shall not be used in any subsequent stage of the grievance procedure, except as provided herein. The mediator will render their recommendations to the parties within thirty (30) working days.

Step 3. Chief Administrative Officer or designated representative:

Within fifteen (15) working days of termination of the mediation procedure or the Step 1 decision if mediation is not utilized, and with concurrence of the Bargaining Unit, the formal grievance procedure may be submitted to the Chief Administrative Officer.

If agreed to by the parties involved, a meeting with the Bargaining Unit, 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 Chief Administrative Officer or their designated representative shall issue a decision within fifteen (15) working days after the termination of Step 3.

Decision/Recommendation.

If the Bargaining Unit or grievant is not satisfied with the decision of the Chief Administrative Officer or their designated representative, the Bargaining Unit or grievant will, within fifteen (15) working days after receipt of the Step 3 decision request in writing that the grievance be referred to an impartial arbitrator. The Bargaining Unit or the employee may take a matter to arbitration. If the employee takes a matter to arbitration without Bargaining Unit concurrence the employee will be responsible for all costs associated with the Arbitration.

Section 4. Arbitration

If arbitration is requested, an arbitrator shall be selected from a list of nine (9) names supplied by the State Conciliation Service or, by mutual agreement, from another organization. The grievant and/or representative shall alternately strike one (1) name from the list until one name remains. The remaining name shall be the Arbitrator.

The third party arbitration shall be binding upon both parties. Arbitration shall be scheduled during normal District office hours. The grievant may attend the entire hearing without loss of compensation. In the event of a grievance involving a group of employees, one representative designated by the Bargaining Unit 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. Requests for copies of any materials to be used as evidence shall be made at least

three (3) working days prior to the arbitration. Any disputes concerning the definition of the grievance (Section 1) or the appropriateness of requested materials shall be resolved by the arbitrator.

ARTICLE XV. 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:

For the purposes of this Article, the following definitions are used:

- A. *Classification* 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.
- B. *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.
- C. *Layoff* means terminating a classified employee for non-disciplinary reasons due to lack of work, Retrenchment, or lack of funds.
- D. *Probationary Employee* means a District employee in a funded classified position who has not successfully completed his or her probationary period.
- E. *Regular Employee* means a District employee in a funded classified position who has successfully completed his or her probationary period.
- F. *Reinstatement* means the reemployment of an employee who was laid off.
- G. *Retrenchment* means the situation where the District deems that it has an excess of employees because of changed operational or economic circumstances.
- H. *Series* means closely related Classifications (for example: Office Specialist 1, Office Specialist 2, & Senior Office Specialist).
- I. *Seniority* means continuous regular total District service time (not just by Classification but by total service time at the District) in hours (excluding leaves without pay). Seniority will be retained but will not accrue during any period of leave without pay except authorized military leave.
- J. *Student Intern* means a Temporary Employee hired pursuant to the District's student internship policy.
- K. *Temporary Employee* means any District employment other than employment as a Regular Employee, Student Intern, or Probationary Employee.

Section 3. Order of Layoff

- A. The District will review and prioritize the vacant funded positions and the existing filled positions. All non-priority, vacant funded positions shall be eliminated prior to layoffs. Priority, vacant funded positions do not need to be filled prior to beginning layoffs.
- B. Layoffs in a given classification will be from all positions within that impacted Classification(s), District-wide based on total District Seniority.
- C. Layoffs will affect positions in the following order:
 - 1. Temporary Employees
 - 2. Student Interns
 - 3. Probationary Employees
 - 4. Regular Employees occupying a position in a Classification on a limited term basis
 - 5. Regular Employees
- D. Prior to a Layoff, the CAO or designee will calculate the Seniority of each Regular Employee occupying the Classification(s) impacted by the Layoff. A list that identifies the Regular Employees included in Classification(s) impacted by the Layoff and their associated Seniority level will be prepared by the District and posted on the District Intranet. All affected bargaining units/unions will work jointly with the District 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 District temporary employee at the District will be deemed the more senior Regular Employee. If neither of these employees worked as a temporary employee at the District, the employee with the earliest birth date will be deemed the more senior Regular Employee (meaning the youngest Regular Employee will be laid off before the oldest Regular Employee with the same level of Seniority).
- F. The CAO in conjunction with the CEO and Chiefs will determine the Classification(s) impacted by the Layoff.
- G. In the event there are two or more Regular Employees in the Classification impacted by the Layoff, those Regular Employees having the lowest level of Seniority will be laid off first.

Section 4. Notice

When the District determines that a Layoff is necessary, it will notify in writing the affected Regular Employees and the bargaining units/unions at least 45 calendar days in advance of the effective date of Layoff. The District will offer to meet with the bargaining units /union at least 30 calendar days prior to the effective date of Layoff.

The notice of Layoff will include:

- 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.
- The effective date of the Layoff.
- The Seniority level of the Regular Employee as of the date of the notification.
- A description of the Regular Employee's displacement rights.
- A description of the Regular Employee's reinstatement rights.
- A description of the Regular Employee's severance rights.
- 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 Regular Employee who will lose his or her position due to a Layoff may elect demotion into a Classification/Position within a Series previously held or Classifications within a Series currently or previously held, provided that the (i) Regular Employee previously held that Classification/Position as a Regular Employee (i.e. held that position after successful completion of probation); (ii) Classification/Position is not higher than the Classification previously held by the Regular Employee, and (iii) Regular Employee is otherwise qualified and has more Seniority than the Regular Employee currently in that Classification/Position or Series.

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 salary of Regular Employees bumping into a lower Classification exceed the maximum salary level for the new position they obtained by exercising their bumping rights.

Section 6. Re-instatement

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 thirty-six (36) months. In the event a funded vacant position within a Series impacted by the Layoff becomes available, the Regular Employee who is still on the recall list with the most Seniority will be offered reinstatement into that funded vacant position, provided that such funded vacant position is in a Classification (i) not higher than the Classification that laid off Regular Employee

previously held; and (ii) that is within a Series of that Regular Employee's previous regular position. The District will provide such offers of reinstatement in writing and send them via certified mail. Each 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 thirty (30) 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 moved to the bottom of the recall list. All laid off Regular Employees are responsible for keeping the District's Human Resources office advised of their current home/ mailing address.

Each Regular Employee who is reinstated will:

- Be rehired at his or her last previously held pay step.
- Have his or her accrued sick leave that was not cashed out, reinstated.
- 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. Re-assignment or Voluntary Demotion in Lieu of Layoff

The bargaining units/unions and District will meet at least forty-five (45) 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 funded vacant positions through the District 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.

The District may post a position through the District Hiring process allowing a Regular Employee subject to Layoff, to apply for a funded vacant position.

Any laid off Employee who is not assigned to another regular position will be considered for any funded temporary position in his/her Classification. 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

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) 5/12th 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).

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 standby pay.

Section 9. Appeal

A dispute raised by a Regular Employee or the bargaining unit/unions 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 bargaining unit chosen by the Regular Employee, and a third person agreed to by the District and the Union.

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 receipt of the written notice of appeal. The majority finding of the Appeal Board will be final and binding on the District and the Regular Employee with the exception that this section will not abrogate any other rights and options for arbitration or appeal to the State of California Public Employee Review Board. 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. The vote of each member of the Appeal Board will be confidential.

The Appeal Board's procedures are in lieu of any other District grievance procedure.

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

Section 10. CalPERS "Golden Handshake" Provision

The District at its sole discretion may consider the feasibility of implementing the PERS "Golden Handshake", an early retirement incentive (which provides an additional 2-years service credit).

If the District decides to offer this benefit, the conditions for receiving it will be determined and communicated.

ARTICLE XVI. COLLABORATIVE EFFORTS

The parties have established various collaborative committees and councils. Bargaining unit representation will continue including, but not limited to, the following:

Employee Relations Forum (ERF)
Labor Management Committee (LMC)
Safety Committee
California Health Care Collaborative (CHCC)
Benefits Committee
Ethics Council
Diversity Council
Organizational Development Roundtable
Organizational Performance Workforce Strategy
Ongoing Interest Based Bargaining Committees
Classification Committee

Section 1. Organizational Performance Long Term Issues

The District and the Bargaining Units (Mid-Management Association, Employees Association, and the Engineers Society) recognizes that the following issues exist:

- efficient and effective use of District resources;
- appropriate use of temporary/limited term positions;
- organizational effectiveness and successful succession planning; and
- focus on District priorities on core business.

These are long term issues that can not be resolved outside of a larger discussion of the District's short and long term workforce needs. It is recognized that the District's workforce and classification system will need to be adapted to meet future organizational challenges. The District and Bargaining Units recognize that currently there are positions that do not support a core business or service; and understand that core businesses and services will change or shift over time. Therefore the District and the Bargaining Units agree that a District workforce strategy is needed to resolve these issues and to ensure core businesses and services receive adequate resources.

The District, in collaboration with the Bargaining Units shall form a Workforce Strategy Team (Team) to address the remaining long term organizational performance issues, develop a District Workforce Strategy Plan based on the District's long term strategic plan, and develop an Annual Workforce plan in conjunction with the District's annual priority setting process for budget development.

The District and the Bargaining units agree to convene the Team 90 days after the MOU Ratification, develop the District's Workforce Strategy Plan by Sept. 2007, develop the Annual Workforce Plan by Jan. 2008, and integrate pertinent elements of the Annual Workforce Plan into the Budget Planning Process.

Section 2. Organizational Development Roundtable

The Organizational Development Roundtable, including Bargaining Unit representation, will address issues pertaining to training, education, and career development that have yet to be resolved. It was agreed that the Organizational Development Roundtable would resolve these issues over the course of the MOU.

ARTICLE XVII. PRACTICES, POLICIES, PROCEDURES

Section 1. Practices, Policies, and Procedures

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

It is expressly understood that any District Policy and Procedure specifically referred to in this MOU will not be changed during the course of this MOU without the concurrence of the Union, unless such change is required by law.

The District and the Union agree that the following practices, policies, and procedures are of such significance that they should be separately identified in this MOU. The District and the Union commit to the on-going conformance with the existing agreements they represent.

Section 2. Nondiscrimination/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.

Section 3. Nondiscrimination/Harassment (Union Activity)

To the extent applicable law prohibits, there shall be no discrimination or harassment because of lawful Union activity, Union membership or non-membership.

Section 4. 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.

Section 5. Drug-Free Workplace

To be administered in accordance with District Policies and Procedures, Attachment III.

Section 6. Department of Transportation (DOT) Drug Testing Program

To be administered in accordance with District Policies and Procedures, Attachment III.

Section 7. Ergonomic Evaluations

The District shall provide for ergonomic evaluations of work stations upon request of Union employees and complete modifications pursuant to the recommendations by a qualified ergonomic evaluator within two months of the completion of the ergonomic evaluation. The District shall provide the Union President with legible electronic copy of all completed ergonomic evaluations for Union employees within one (1) month of the completion of the ergonomic evaluation.

Section 8. Conflict of Interest

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.

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.

Section 9. 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 XVIII. CONTRACTING OUT

Section 1. Temporary Employees

To be administered in accordance with District Policies and Procedures, Attachment IV.

Section 2. Sectional Privatization

The District shall give prompt written notice to the Union of any proposal or plan for the privatization or wholesale operation of any District plant or facility by third parties.

Any District committee or task force charged with the task of studying privatization shall include representation from the Union.

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ARTICLE XIX. 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 memoranda of understanding between the District and its Departments 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.

REPRESENTING THE UNION



Glenna Brambill



Fernando Munoz



Mike Coleman



Debra Williams



Brian Cane



Chad Grande



Mike Ferrero, AFSCME

REPRESENTING THE DISTRICT



Stan Williams



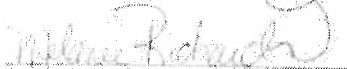
Olga Martin Steele



Jose Peralez



Leticia Alvarez



Melanie Richardson



Michael Hamer



Anthony Fulcher

LIST OF ATTACHMENTS

Attachment I

Classifications and Salary Ranges Represented by the Employees Association

Attachment II

District Drug-Free Workplace Policy

Attachment III

Department of Transportation (DOT) Drug Testing Program

Attachment IV

District Policy and Procedures; Temporary Employees

Attachment V

Hiring Process Straw Design 10/26/06

2006 - 2011 EA MOU
ATTACHMENT 1

Classifications and Base** Salary Ranges Represented by the
EMPLOYEES ASSOCIATION

Effective July 17, 2006

BU Class	*Class Code	Salary Ring	Hrly Rate												
			Step1	Step2	Step3	Step4	Step5	Step6	Step7						
EA Accountant I	VA1	145	\$29.04	\$30.51	\$32.05	\$33.67	\$35.38	\$37.17	\$38.95	\$40.72	\$42.50	\$44.28	\$46.05	\$47.83	\$49.61
EA Accountant II	VA5	149	\$32.05	\$33.67	\$35.38	\$37.17	\$38.95	\$40.72	\$42.50	\$44.28	\$46.05	\$47.83	\$49.61	\$51.39	\$53.17
EA Accounting Ast I	TS2	129	\$19.56	\$20.55	\$21.59	\$22.69	\$23.84	\$25.05	\$26.31	\$27.64	\$29.04	\$30.51	\$32.05	\$33.67	\$35.38
EA Accounting Ast II	TS5	133	\$21.59	\$22.69	\$23.84	\$25.05	\$26.31	\$27.64	\$29.04	\$30.51	\$32.05	\$33.67	\$35.38	\$37.17	\$38.95
EA Accounting Systems Analyst	VA8	155	\$37.17	\$39.05	\$41.03	\$43.10	\$45.28	\$47.58	\$49.97	\$52.45	\$55.02	\$57.68	\$60.43	\$63.27	\$66.19
EA Accounting Tech	VC5	141	\$26.31	\$27.64	\$29.04	\$30.51	\$32.05	\$33.67	\$35.38	\$37.17	\$38.95	\$40.72	\$42.50	\$44.28	\$46.05
EA Administrative Ast	TJ5	139	\$25.05	\$26.31	\$27.64	\$29.04	\$30.51	\$32.05	\$33.67	\$35.38	\$37.17	\$38.95	\$40.72	\$42.50	\$44.28
EA Asc Real Estate Agent	RA5	154	\$36.27	\$38.10	\$40.02	\$42.06	\$44.18	\$46.42	\$48.77	\$51.24	\$53.85	\$56.58	\$59.45	\$62.47	\$65.64
EA Ast Surveyor I	CA1	137	\$23.84	\$25.05	\$26.31	\$27.64	\$29.04	\$30.51	\$32.05	\$33.67	\$35.38	\$37.17	\$38.95	\$40.72	\$42.50
EA Ast Surveyor II	CA2	141	\$26.31	\$27.64	\$29.04	\$30.51	\$32.05	\$33.67	\$35.38	\$37.17	\$38.95	\$40.72	\$42.50	\$44.28	\$46.05
EA Ast Surveyor III	CA5	145	\$29.04	\$30.51	\$32.05	\$33.67	\$35.38	\$37.17	\$38.95	\$40.72	\$42.50	\$44.28	\$46.05	\$47.83	\$49.61
EA Ast Water Plant Operator I	FA1	138	\$24.43	\$25.67	\$26.97	\$28.33	\$29.76	\$31.28	\$32.85	\$34.52	\$36.27	\$38.10	\$39.97	\$41.90	\$43.89
EA Ast Water Plant Operator II	FA2	144	\$26.33	\$27.64	\$29.04	\$30.51	\$32.05	\$33.67	\$35.38	\$37.17	\$38.95	\$40.72	\$42.50	\$44.28	\$46.05
EA Audio/Visual Specialist	YD5	146	\$29.76	\$31.28	\$32.85	\$34.52	\$36.27	\$38.10	\$39.97	\$41.90	\$43.89	\$45.94	\$48.15	\$50.52	\$53.05
EA Biologist I	LJ2	148	\$31.28	\$32.85	\$34.52	\$36.27	\$38.10	\$39.97	\$41.90	\$43.89	\$45.94	\$48.15	\$50.52	\$53.05	\$55.74
EA Biologist II	LJ5	152	\$34.52	\$36.27	\$38.10	\$39.97	\$41.90	\$43.89	\$45.94	\$48.15	\$50.52	\$53.05	\$55.74	\$58.58	\$61.57
EA Biologist III	LJ6	158	\$40.02	\$42.06	\$44.18	\$46.42	\$48.77	\$51.24	\$53.85	\$56.58	\$59.45	\$62.47	\$65.64	\$68.97	\$72.45
EA Bldg Maintenance Sup	FT9	152	\$34.52	\$36.27	\$38.10	\$39.97	\$41.90	\$43.89	\$45.94	\$48.15	\$50.52	\$53.05	\$55.74	\$58.58	\$61.57
EA Bldg Maintenance Tech I	FT2	140	\$25.67	\$26.97	\$28.33	\$29.76	\$31.28	\$32.85	\$34.52	\$36.27	\$38.10	\$39.97	\$41.90	\$43.89	\$45.94
EA Bldg Maintenance Tech II	FT5	144	\$28.33	\$29.76	\$31.28	\$32.85	\$34.52	\$36.27	\$38.10	\$39.97	\$41.90	\$43.89	\$45.94	\$48.15	\$50.52
EA Board Administrative Ast I	FG1	138	\$24.43	\$25.67	\$26.97	\$28.33	\$29.76	\$31.28	\$32.85	\$34.52	\$36.27	\$38.10	\$39.97	\$41.90	\$43.89
EA Board Administrative Ast II	TG5	142	\$26.97	\$28.33	\$29.76	\$31.28	\$32.85	\$34.52	\$36.27	\$38.10	\$39.97	\$41.90	\$43.89	\$45.94	\$48.15
EA Buyer I	VP1	144	\$28.33	\$29.76	\$31.28	\$32.85	\$34.52	\$36.27	\$38.10	\$39.97	\$41.90	\$43.89	\$45.94	\$48.15	\$50.52
EA Buyer II	VP5	148	\$31.28	\$32.85	\$34.52	\$36.27	\$38.10	\$39.97	\$41.90	\$43.89	\$45.94	\$48.15	\$50.52	\$53.05	\$55.74
EA Carpenter I	FX2	140	\$25.67	\$26.97	\$28.33	\$29.76	\$31.28	\$32.85	\$34.52	\$36.27	\$38.10	\$39.97	\$41.90	\$43.89	\$45.94
EA Carpenter II	FX5	146	\$29.76	\$31.28	\$32.85	\$34.52	\$36.27	\$38.10	\$39.97	\$41.90	\$43.89	\$45.94	\$48.15	\$50.52	\$53.05
EA Chemist I	LA2	148	\$31.28	\$32.85	\$34.52	\$36.27	\$38.10	\$39.97	\$41.90	\$43.89	\$45.94	\$48.15	\$50.52	\$53.05	\$55.74
EA Chemist II	LA5	152	\$34.52	\$36.27	\$38.10	\$39.97	\$41.90	\$43.89	\$45.94	\$48.15	\$50.52	\$53.05	\$55.74	\$58.58	\$61.57
EA Chief Construction Inspector	CN9	157	\$39.05	\$41.03	\$43.10	\$45.28	\$47.58	\$49.97	\$52.45	\$55.02	\$57.68	\$60.43	\$63.27	\$66.19	\$69.17

*Class Code was formerly known as Job Code
** Does not include EPMC

BU Class	*Class Code	Salary Rng	Step1	Step2	Step3	Step4	Step5	Step6	Step7
			Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate
EA Construction Inspector I	CN1	145	\$29.04	\$30.51	\$33.05	\$33.67	\$35.38	\$36.27	\$37.17
EA Construction Inspector II	CN2	149	\$32.05	\$33.67	\$35.38	\$37.17	\$39.05	\$40.02	\$41.03
EA Control System Tech I	FM1	145	\$29.04	\$30.51	\$32.05	\$33.67	\$35.38	\$36.27	\$37.17
EA Control System Technician Sup	FM5	151	\$33.67	\$35.38	\$37.17	\$39.05	\$41.03	\$42.06	\$43.10
EA Control System Technician	FM9	159	\$41.03	\$43.10	\$45.28	\$47.58	\$49.99	\$51.24	\$52.52
EA Corrosion Control Tech I	CK2	144	\$28.33	\$29.76	\$31.28	\$32.85	\$34.52	\$35.38	\$36.27
EA Corrosion Control Tech II	CK5	148	\$31.28	\$32.85	\$34.52	\$36.27	\$38.10	\$39.05	\$40.02
EA Data Base Admn	XI9	160	\$42.06	\$44.18	\$46.42	\$48.77	\$51.24	\$52.52	\$53.84
EA Database Analyst	XX5	156	\$38.10	\$40.02	\$42.06	\$44.18	\$46.42	\$47.58	\$48.77
EA Deputy Clerk of the Board	TG9	155	\$37.17	\$39.05	\$41.03	\$43.10	\$45.28	\$46.42	\$47.58
EA Engineering Tech I	CJ1	137	\$23.84	\$25.05	\$26.31	\$27.64	\$29.04	\$29.76	\$30.51
EA Engineering Tech II	CJ2	141	\$26.31	\$27.64	\$29.04	\$30.51	\$32.05	\$32.85	\$33.67
EA Engineering Tech III	CJ5	145	\$29.04	\$30.51	\$32.05	\$33.67	\$35.38	\$36.27	\$37.17
EA Environmental Planner I	PA2	151	\$33.67	\$35.38	\$37.17	\$39.05	\$41.03	\$42.06	\$43.10
EA Environmental Planner II	PA5	155	\$37.17	\$39.05	\$41.03	\$43.10	\$45.28	\$46.42	\$47.58
EA Equipment Mechanic I	JG1	140	\$25.67	\$26.97	\$28.33	\$29.76	\$31.28	\$32.05	\$32.85
EA Equipment Mechanic II	JG5	146	\$29.76	\$31.28	\$32.85	\$34.52	\$36.27	\$37.17	\$38.10
EA Executive Assistant	TJ6	146	\$29.76	\$31.28	\$32.85	\$34.52	\$36.27	\$37.17	\$38.10
EA Executive Assistant to CEO	TJ8	150	\$32.85	\$34.52	\$36.27	\$38.10	\$40.02	\$41.03	\$42.06
EA Facilities Maintenance Adm	F18	157	\$39.05	\$41.03	\$43.10	\$45.28	\$47.58	\$48.77	\$49.99
EA Field Operations Admn	JN8	155	\$37.17	\$39.05	\$41.03	\$43.10	\$45.28	\$46.42	\$47.58
EA Forms Tech I	TD2	138	\$24.43	\$25.67	\$26.97	\$28.33	\$29.76	\$30.51	\$31.28
EA Forms Tech II	TD5	142	\$26.97	\$28.33	\$29.76	\$31.28	\$32.85	\$33.67	\$34.52
EA Geographic Info Sys Anl I	XM1	150	\$32.85	\$34.52	\$36.27	\$38.10	\$40.02	\$41.03	\$42.06
EA Geographic Info Sys Anl II	XM2	154	\$36.27	\$38.10	\$40.02	\$42.06	\$44.18	\$45.28	\$46.42
EA Geographic Info Sys Anl III	XM5	158	\$40.02	\$42.06	\$44.18	\$46.42	\$48.77	\$49.99	\$51.24
EA Heavy Equipment Operator	JN5	149	\$32.05	\$33.67	\$35.38	\$37.17	\$39.05	\$40.02	\$41.03
EA Human Resources Tech I	XH2	140	\$25.67	\$26.97	\$28.33	\$29.76	\$31.28	\$32.05	\$32.85
EA Human Resources Tech II	XH5	144	\$28.33	\$29.76	\$31.28	\$32.85	\$34.52	\$35.38	\$36.27
EA HVAC Mechanic	FP5	151	\$33.67	\$35.38	\$37.17	\$39.05	\$41.03	\$42.06	\$43.10

*Class Code was formerly known as Job Code
** Does not include EPWC

2006 - 2011 EA MOU
ATTACHMENT 1

Classifications and Base** Salary Ranges Represented by the
EMPLOYEES ASSOCIATION

BU Class	*Class Code	Salary Rng	Step1	Step2	Step3	Step4	Step5	Step6	Step7
			Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate
EA Hydrographer I	CE1	143	\$27.64	\$29.04	\$30.51	\$32.05	\$33.67	\$34.52	\$35.38
EA Hydrographer II	CE5	147	\$30.51	\$32.05	\$33.67	\$35.38	\$37.17	\$38.10	\$39.05
EA Hydrographer III	CE6	151	\$33.67	\$35.38	\$37.17	\$39.05	\$41.03	\$42.06	\$43.10
EA Hydrologic Systems Analyst I	CB2	144	\$28.33	\$29.76	\$31.28	\$32.85	\$34.52	\$36.27	\$38.10
EA Hydrologic Systems Analyst II	CB5	148	\$31.28	\$32.85	\$34.52	\$36.27	\$38.10	\$39.05	\$40.02
EA Industrial Electrician I	FJ1	145	\$29.04	\$30.51	\$32.05	\$33.67	\$35.38	\$36.27	\$37.17
EA Industrial Electrician II	-FJ5	151	\$33.67	\$35.38	\$37.17	\$39.05	\$41.03	\$42.06	\$43.10
EA Industrial Electrician Sup	FJ9	159	\$41.03	\$43.10	\$45.28	\$47.58	\$49.99	\$51.24	\$52.52
EA Industrial Hygienist I	XC2	149	\$32.05	\$33.67	\$35.38	\$37.17	\$39.05	\$40.02	\$41.03
EA Industrial Hygienist II	XCS	153	\$35.38	\$37.17	\$39.05	\$41.03	\$43.10	\$44.18	\$45.28
EA Industrial Painter I	FV1	140	\$25.67	\$26.97	\$28.33	\$29.76	\$31.28	\$32.05	\$32.85
EA Industrial Painter II	FV5	146	\$29.76	\$31.28	\$32.85	\$34.52	\$36.27	\$37.17	\$38.10
EA Info Systems Analyst I	XJ1	150	\$32.85	\$34.52	\$36.27	\$38.10	\$40.02	\$41.03	\$42.06
EA Info Systems Analyst II	XJ2	154	\$36.27	\$38.10	\$40.02	\$42.06	\$44.18	\$45.28	\$46.42
EA Info Systems Analyst III	XJ5	158	\$40.02	\$42.06	\$44.18	\$46.42	\$48.77	\$49.99	\$51.24
EA Info Systems Tech I	YA1	140	\$25.67	\$26.97	\$28.33	\$29.76	\$31.28	\$32.05	\$32.85
EA Info Systems Tech II	YA5	146	\$29.76	\$31.28	\$32.85	\$34.52	\$36.27	\$37.17	\$38.10
EA Inventory Control Tech I	VH2	137	\$23.84	\$25.05	\$26.31	\$27.64	\$29.04	\$29.76	\$30.51
EA Inventory Control Tech II	VH5	141	\$26.31	\$27.64	\$29.04	\$30.51	\$32.05	\$32.85	\$33.67
EA Laboratory Tech I	LG1	138	\$24.43	\$25.67	\$26.97	\$28.33	\$29.76	\$30.51	\$31.28
EA Laboratory Tech II	LG6	142	\$26.97	\$28.33	\$29.76	\$31.28	\$32.85	\$33.67	\$34.52
EA Legal Analyst I	XB2	151	\$33.67	\$35.38	\$37.17	\$39.05	\$41.03	\$42.06	\$43.10
EA Legal Analyst II	XB5	155	\$37.17	\$39.05	\$41.03	\$43.10	\$45.28	\$46.42	\$47.58
EA Librarian	XFX	150	\$32.85	\$34.52	\$36.27	\$38.10	\$40.02	\$41.03	\$42.06
EA Maintenance Worker I	JM1	137	\$23.84	\$25.05	\$26.31	\$27.64	\$29.04	\$29.76	\$30.51
EA Maintenance Worker II	JM5	141	\$26.31	\$27.64	\$29.04	\$30.51	\$32.05	\$32.85	\$33.67
EA Maintenance Worker III	JM6	145	\$29.04	\$30.51	\$32.05	\$33.67	\$35.38	\$36.27	\$37.17
EA Management Analyst I	XA2	151	\$33.67	\$35.38	\$37.17	\$39.05	\$41.03	\$42.06	\$43.10
EA Management Analyst II	XA5	155	\$37.17	\$39.05	\$41.03	\$43.10	\$45.28	\$46.42	\$47.58
EA Mechanical Maint Supv	JAX	158	\$40.02	\$42.06	\$44.18	\$46.42	\$48.77	\$49.99	\$51.24

*Class Code was formerly known as Job Code
** Does not include EPWC

*Class	BU Class	Code	Salary Rng	Step1	Step2	Step3	Step4	Step5	Step6	Step7
EA	Microbiologist I	LD1	148	\$31.28	\$32.85	\$34.52	\$36.27	\$38.10	\$39.05	\$40.02
EA	Microbiologist II	LD5	152	\$34.52	\$36.27	\$38.10	\$40.02	\$42.06	\$43.10	\$44.18
EA	Network Administrator	XN9	160	\$42.06	\$44.18	\$46.42	\$48.77	\$51.24	\$52.52	\$53.84
EA	Office Automation Admin	XP9	160	\$42.06	\$44.18	\$46.42	\$48.77	\$51.24	\$52.52	\$53.84
EA	Office Specialist I	TA1	130	\$20.06	\$21.07	\$22.13	\$23.25	\$24.43	\$25.05	\$25.67
EA	Office Specialist II	TA5	134	\$22.13	\$23.25	\$24.43	\$25.67	\$26.97	\$27.64	\$28.33
EA	Plant Maintenance Mechanic I	JA2	144	\$28.33	\$29.76	\$31.28	\$32.85	\$34.52	\$35.38	\$36.27
EA	Plant Maintenance Mechanic II	JA5	148	\$31.28	\$32.85	\$34.52	\$36.27	\$38.10	\$39.05	\$40.02
EA	Procurement Specialist	VD8	145	\$29.04	\$30.51	\$32.05	\$33.67	\$35.38	\$36.27	\$37.17
EA	Program Administrator	XA8	159	\$41.03	\$43.10	\$45.28	\$47.58	\$49.99	\$51.24	\$52.52
EA	Project Assistant	TA8	143	\$27.64	\$29.04	\$30.51	\$32.05	\$33.67	\$34.52	\$35.38
EA	Project Coordinator	XF8	153	\$35.38	\$37.17	\$39.05	\$41.03	\$43.10	\$44.18	\$45.28
EA	Public Info Rep I	ZA2	149	\$32.05	\$33.67	\$35.38	\$37.17	\$39.05	\$40.02	\$41.03
EA	Public Info Rep II	ZA5	153	\$35.38	\$37.17	\$39.05	\$41.03	\$43.10	\$44.18	\$45.28
EA	Public Info Rep III	ZA6	157	\$39.05	\$41.03	\$43.10	\$45.28	\$47.58	\$48.77	\$49.99
EA	Purchasing Tech I	VD1	137	\$23.84	\$25.05	\$26.31	\$27.64	\$29.04	\$29.76	\$30.51
EA	Purchasing Tech II	VD5	141	\$26.31	\$27.64	\$29.04	\$30.51	\$32.05	\$32.85	\$33.67
EA	Real Estate Agent I	RA1	144	\$28.33	\$29.76	\$31.28	\$32.85	\$34.52	\$35.38	\$36.27
EA	Real Estate Agent II	RA2	148	\$31.28	\$32.85	\$34.52	\$36.27	\$38.10	\$39.05	\$40.02
EA	Reprographics Tech I	TL1	130	\$20.06	\$21.07	\$22.13	\$23.25	\$24.43	\$25.05	\$25.67
EA	Reprographics Tech II	TL5	133	\$21.59	\$22.69	\$23.84	\$25.05	\$26.31	\$26.97	\$27.64
EA	Resident Const Inspector	CN5	153	\$35.38	\$37.17	\$39.05	\$41.03	\$43.10	\$44.18	\$45.28
EA	Safety Specialist	JD6	148	\$31.28	\$32.85	\$34.52	\$36.27	\$38.10	\$39.05	\$40.02
EA	Safety Technician	JD5	144	\$28.33	\$29.76	\$31.28	\$32.85	\$34.52	\$35.38	\$36.27
EA	Security Technician	TR3	145	\$29.04	\$30.51	\$32.05	\$33.67	\$35.38	\$36.27	\$37.17
EA	Senior Telecommunications Spec	YE7	150	\$32.85	\$34.52	\$36.27	\$38.10	\$40.02	\$41.03	\$42.06
EA	Small Engine Mechanic	JG3	142	\$26.97	\$28.33	\$29.76	\$31.28	\$32.85	\$33.67	\$34.52
EA	Sr Accountant	VA7	155	\$37.17	\$39.05	\$41.03	\$43.10	\$45.28	\$46.42	\$47.58
EA	Sr Buyer	VP7	153	\$35.38	\$37.17	\$39.05	\$41.03	\$43.10	\$44.18	\$45.28
EA	Sr Chemist	LA7	156	\$38.10	\$40.02	\$42.06	\$44.18	\$46.42	\$47.58	\$48.77

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** Does not include EPMC

*Class	BU Class	Code	Salary Rng	Step1	Step2	Step3	Step4	Step5	Step6	Step7
EA	Sr Control System Tech	FM6	155	\$37.17	\$39.05	\$41.03	\$43.10	\$45.28	\$46.42	\$47.58
EA	Sr Corrosion Control Tech	CK7	152	\$34.52	\$36.27	\$38.10	\$40.02	\$42.06	\$43.10	\$44.18
EA	Sr Engineering Tech	CJ6	149	\$32.05	\$33.67	\$35.38	\$37.17	\$39.05	\$40.02	\$41.03
EA	Sr Environmental Planner	PA7	159	\$43.10	\$45.28	\$47.58	\$49.99	\$51.24	\$52.52	\$53.84
EA	Sr Equipment Mechanic	JG7	149	\$32.05	\$33.67	\$35.38	\$37.17	\$39.05	\$40.02	\$41.03
EA	Sr Field Ops Admin	JM9	159	\$41.03	\$43.10	\$45.28	\$47.58	\$49.99	\$51.24	\$52.52
EA	Sr Human Resources Tech	XH6	148	\$31.28	\$32.85	\$34.52	\$36.27	\$38.10	\$39.05	\$40.02
EA	Sr HVAC Mechanic	FP7	155	\$37.17	\$39.05	\$41.03	\$43.10	\$45.28	\$46.42	\$47.58
EA	Sr Hydraulic Systems Analyst	CB7	152	\$34.52	\$36.27	\$38.10	\$40.02	\$42.06	\$43.10	\$44.18
EA	Sr Industrial Electrician	FJ7	155	\$37.17	\$39.05	\$41.03	\$43.10	\$45.28	\$46.42	\$47.58
EA	Sr Information Systems Tech	YA6	150	\$32.85	\$34.52	\$36.27	\$38.10	\$40.02	\$41.03	\$42.06
EA	Sr Inventory Control Tech	VH7	145	\$29.04	\$30.51	\$32.05	\$33.67	\$35.38	\$36.27	\$37.17
EA	Sr Maintenance Worker	JM7	150	\$32.85	\$34.52	\$36.27	\$38.10	\$40.02	\$41.03	\$42.06
EA	Sr Management Analyst	XA6	158	\$40.02	\$42.06	\$44.18	\$46.42	\$48.77	\$49.99	\$51.24
EA	Sr Microbiologist	LD7	156	\$38.10	\$40.02	\$42.06	\$44.18	\$46.42	\$47.58	\$48.77
EA	Sr Office Specialist	TA6	137	\$23.84	\$25.05	\$26.31	\$27.64	\$29.04	\$29.76	\$30.51
EA	Sr Plant Maintenance Mechanic	JA7	152	\$34.52	\$36.27	\$38.10	\$40.02	\$42.06	\$43.10	\$44.18
EA	Sr Purchasing Tech	VD7	145	\$29.04	\$30.51	\$32.05	\$33.67	\$35.38	\$36.27	\$37.17
EA	Sr Real Estate Agent	RA7	158	\$40.02	\$42.06	\$44.18	\$46.42	\$48.77	\$49.99	\$51.24
EA	Sr Reprographics Tech	TL7	137	\$23.84	\$25.05	\$26.31	\$27.64	\$29.04	\$29.76	\$30.51
EA	Sr Surveyor	CA6	149	\$32.05	\$33.67	\$35.38	\$37.17	\$39.05	\$40.02	\$41.03
EA	Sr Water Conservation Spec	LT7	156	\$38.10	\$40.02	\$42.06	\$44.18	\$46.42	\$47.58	\$48.77
EA	Sr Water Measurement Tech	VJ7	151	\$33.67	\$35.38	\$37.17	\$39.05	\$41.03	\$42.06	\$43.10
EA	Sr Water Quality Specialist	LL7	156	\$38.10	\$40.02	\$42.06	\$44.18	\$46.42	\$47.58	\$48.77
EA	Sr Water Resources Tech	FG7	152	\$34.52	\$36.27	\$38.10	\$40.02	\$42.06	\$43.10	\$44.18
EA	Staff Analyst	XA1	148	\$31.28	\$32.85	\$34.52	\$36.27	\$38.10	\$39.05	\$40.02
EA	Supervising Accountant	VA9	159	\$41.03	\$43.10	\$45.28	\$47.58	\$49.99	\$51.24	\$52.52
EA	Supervising Engineering Tech	CJ9	154	\$36.27	\$38.10	\$40.02	\$42.06	\$44.18	\$45.28	\$46.42
EA	Supervising Hydrographer	CE9	155	\$37.17	\$39.05	\$41.03	\$43.10	\$45.28	\$46.42	\$47.58
EA	Support Services Supv	TA9	148	\$31.28	\$32.85	\$34.52	\$36.27	\$38.10	\$39.05	\$40.02

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** Does not include EPMC

BU Class	*Class Code	Salary Range	Hrly Rate						
			Step1	Step2	Step3	Step4	Step5	Step6	Step7
EA Survey Party Chief	CA7	153	\$35.38	\$37.17	\$39.05	\$41.03	\$43.10	\$44.18	\$45.28
EA Systems Control Operator I	FD2	144	\$28.33	\$29.76	\$31.28	\$32.85	\$34.52	\$35.38	\$36.27
EA Systems Control Operator II	FD5	148	\$31.28	\$32.85	\$34.52	\$36.27	\$38.10	\$39.05	\$40.02
EA Systems Control Operator III	FD6	152	\$34.52	\$36.27	\$38.10	\$40.02	\$42.06	\$43.10	\$44.18
EA Systems Control Supv	FD9	158	\$40.02	\$42.06	\$44.18	\$46.42	\$48.77	\$49.99	\$51.24
EA Technical Systems Admin	XR9	160	\$42.06	\$44.18	\$46.42	\$48.77	\$51.24	\$52.52	\$53.84
EA Telecommunications Admin	XS9	160	\$42.06	\$44.18	\$46.42	\$48.77	\$51.24	\$52.52	\$53.84
EA Telecommunications Specialist	YE5	147	\$30.51	\$32.05	\$33.67	\$35.38	\$37.17	\$38.10	\$39.05
EA Vegetation Program Spec I	LR2	152	\$34.52	\$36.27	\$38.10	\$40.02	\$42.06	\$43.10	\$44.18
EA Vegetation Program Spec II	LR5	156	\$38.10	\$40.02	\$42.06	\$44.18	\$46.42	\$47.58	\$48.77
EA Water Conservation Spec I	LT2	148	\$31.28	\$32.85	\$34.52	\$36.27	\$38.10	\$39.05	\$40.02
EA Water Conservation Spec II	LT5	152	\$34.52	\$36.27	\$38.10	\$40.02	\$42.06	\$43.10	\$44.18
EA Water Measurement Tech I	VJ1	139	\$25.05	\$26.31	\$27.64	\$29.04	\$30.51	\$31.28	\$32.05
EA Water Measurement Tech II	VJ5	143	\$27.64	\$29.04	\$30.51	\$32.05	\$33.67	\$34.52	\$35.38
EA Water Measurement Tech III	VJ6	147	\$30.51	\$32.05	\$33.67	\$35.38	\$37.17	\$38.10	\$39.05
EA Water Plant Operator III	FA5	148	\$31.28	\$32.85	\$34.52	\$36.27	\$38.10	\$39.05	\$40.02
EA Water Plant Operator IV	FA7	152	\$34.52	\$36.27	\$38.10	\$40.02	\$42.06	\$43.10	\$44.18
EA Water Plant Sup Grade IV	FA8	158	\$40.02	\$42.06	\$44.18	\$46.42	\$48.77	\$49.99	\$51.24
EA Water Plant Sup Grade V	FA9	159	\$41.03	\$43.10	\$45.28	\$47.58	\$49.99	\$51.24	\$52.52
EA Water Quality Specialist I	LL1	148	\$31.28	\$32.85	\$34.52	\$36.27	\$38.10	\$39.05	\$40.02
EA Water Quality Specialist II	LL5	152	\$34.52	\$36.27	\$38.10	\$40.02	\$42.06	\$43.10	\$44.18
EA Water Resources Supervisor	FG9	158	\$40.02	\$42.06	\$44.18	\$46.42	\$48.77	\$49.99	\$51.24
EA Water Resources Tech I	FG2	144	\$28.33	\$29.76	\$31.28	\$32.85	\$34.52	\$35.38	\$36.27
EA Water Resources Tech II	FG5	148	\$31.28	\$32.85	\$34.52	\$36.27	\$38.10	\$39.05	\$40.02
EA Web Analyst	XL5	158	\$40.02	\$42.06	\$44.18	\$46.42	\$48.77	\$49.99	\$51.24
EA Welder I	JH2	144	\$28.33	\$29.76	\$31.28	\$32.85	\$34.52	\$35.38	\$36.27
EA Welder II	JH5	148	\$31.28	\$32.85	\$34.52	\$36.27	\$38.10	\$39.05	\$40.02
EA Word Processing Operator I	TC1	130	\$20.06	\$21.07	\$22.13	\$23.25	\$24.43	\$25.05	\$25.67
EA Word Processing Operator II	TC5	134	\$22.13	\$23.25	\$24.43	\$25.67	\$26.97	\$28.33	\$28.33

*Class Code was formerly known as Job Code
** Does not include EPMC

ADMINISTRATIVE PROCEDURE



SUBJECT: DRUG AND ALCOHOL FREE WORKPLACE

Reflects Governance Policy(ies): Monitoring Reports: yes no
(If yes, frequency): _____

Executive Sponsor: Olga Martin Steele, Business Resources Group Manager
Owner: Jose Peralez, Business Resources Deputy Group Manager

I. PURPOSE

To establish a policy, which encourages a safe, drug and alcohol free workplace and to establish a program to test employees where warranted to ensure that the policy is being followed.

The District will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale, or tends to undermine public confidence in the District's workforce.

II. POLICY

It is the policy of the Santa Clara Valley Water District to maintain a safe, healthful, and productive work environment for District employees. Recognizing that drugs and alcohol may hinder a person's ability to perform duties safely and effectively, this policy against drug and alcohol abuse is hereby adopted by the District.

The District's Values include employees taking pride in their work and being accountable and trusted to carry out their responsibilities with honesty and integrity. Accordingly, the District expects employees to deal with any abuse of drugs or alcohol before the situation adversely impacts the employee's performance and the employee is subjected to disciplinary action. The District will assist those employees who seek early help with referrals to the Employee Assistance Program and/or Medical Treatment Programs under District provided medical care plans. When medically required and verified, employees who accept treatment in an approved facility or program will be considered "ill, unable to work" and will be eligible for the same medical leave benefits as for any other type of nonoccupational illness.

III. DEFINITIONS

A. **Accident:** An incident involving equipment or a vehicle which results in bodily injury requiring medical treatment or property damage, where the employee's actions were a contributing factor to the incident. The determination of whether the employee's actions were a contributing factor will be made by the Health, Safety and Wellness Unit after consultation with the appropriate Unit Manager

and appropriate Group Manager. This determination is a prerequisite to requiring a Post Accident drug or alcohol test and is not determinative of whether or not discipline may be imposed as a result of the accident independent of any substance issues.

- B. Near Miss:** A Near Miss is defined as a significant incident, where the employee's reckless behavior was a contributing factor, which falls just short of an Accident, where there was a significant immediate likelihood of serious injury to District employees, damage to equipment or property, or significant impact to District functions. The determination of whether the employee's actions were a contributing factor will be made by the Health, Safety and Wellness Unit after consultation with the appropriate Unit Manager and/or Group Manager. This determination is a prerequisite to requiring a Near Miss drug or alcohol test and is not determinative of whether or not discipline may be imposed as a result of the Near Miss independent of any substance issues. A Near Miss would include operation of District equipment in an unsafe, reckless manner, or such extreme dereliction in performance of duties that critical District functions are severely compromised.
- C. Designated District Supervisor:** All supervisors and managers who complete the mandated training described below are authorized to request a Reasonable Suspicion test of an employee under this program. Supervisors and managers shall complete at least 60 minutes of training on alcohol misuse and complete at least an additional 60 minutes of training on behavioral, speech and performance indicators of probable alcohol or controlled substances misuse. This training will be offered on an on going basis and will be mandatory for all supervisors and managers.
- D. Medical Review Officer:** A licensed physician, selected by the District, who is qualified to interpret and evaluate test results and other relevant medical information. A Medical Review Officer examines all positive confirmed tests results to determine if there is an alternative medical explanation for the positive test result.
- E. Reasonable Suspicion:** A belief based on objective and articulable facts sufficient to lead a reasonable, prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform the job safely is reduced. Reasonable Suspicion testing must be based on specific, articulable observations concerning appearance, behavior, speech, or body odors at the time the observations are made. For example, any of the following, alone or in combination, may constitute Reasonable Suspicion:
1. A pattern of documented abnormal or erratic behavior.
 2. Direct observation of drug or alcohol use; or information provided by a reliable and credible source that an employee has engaged in drug or alcohol use.
 3. Presence of the mental or physical symptoms of drug or alcohol use (e.g., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination or reflexes).

4. A work related accident in conjunction with other facts which together support Reasonable Suspicion.

F. Substance Abuse Professional: A licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) and approved by the District, with knowledge of, and clinical experience in, the diagnosis and treatment of alcohol and controlled substances-related disorders.

G. Substances/Drugs: Any substance defined by the federal Controlled Substances Act (21 U.S.C. Section 802). Those substances include marijuana metabolites, cocaine metabolites, opiate metabolites (including heroin), phencyclidine (PCP) and amphetamines. Prescription drugs and other substances which may impair an employee's ability to effectively perform the functions of the job.

IV. PROCEDURE

A. Personnel Covered

All District employees are covered by this policy and are expected to support and uphold a drug and alcohol free workplace. Contract workers, temporary workers, student interns, and volunteers are also expected to support and uphold a drug and alcohol free workplace. All reasonable steps will be taken to ensure that all personnel working at the District adhere to this policy.

B. Substances Covered

1. Alcohol.
2. Illegal drugs.
3. Prescription drugs and other substances which may impair an employee's ability to effectively perform the functions of the job.

C. Employee Responsibilities

An employee must:

1. Not report to work under the influence of illegal drugs or under the influence of any substance, including prescribed medications, which adversely impacts job performance or jeopardizes their safety or the safety of others.
2. Not possess or use illegal drugs, controlled substances, or an open or accessible container of alcohol on District property, in, on or while using District equipment, while performing assigned job duties, or while at District work locations.
3. Not directly or through a third party sell, manufacture, distribute, dispense, possess or use alcohol or an illegal drug in the workplace,

while on District time, including paid standby, while operating or using safety-sensitive equipment, including District vehicles, or while in uniform.

4. Report an Accident or Near Miss (as defined in Section III) immediately to the appropriate supervisor.
5. Notify the Health, Safety and Wellness Unit immediately of any situations that impact an employee's ability to safely and lawfully perform assigned job duties (i.e., when any medications or drugs taken could create an unsafe or dangerous condition; or when a vehicle operator's license has been suspended or restricted). Employees will also provide the Health, Safety and Wellness Unit with a note from their treating physician, within 24 working hours if requested to do so, indicating that the medication does not impact their ability to safely perform their assigned duties.
6. Submit to drug or alcohol testing when directed to do so pursuant to the terms of this procedure.

D. Supervisor Responsibilities

A designated District supervisor must:

1. Consistently enforce this Policy and Procedure.
2. Properly exercise supervisory authority by requesting Reasonable Suspicion tests when there is reasonable cause to believe an employee is intoxicated or under the influence of drugs or alcohol in violation of this policy.
3. Not request a drug or alcohol test out of malice or vexatiousness.
4. Protect the privacy rights of an employee subjected to testing, by handling the matter in as unobtrusive and confidential manner as circumstances will allow.
5. Notify the police department when there is Reasonable Suspicion to believe an employee has illegal drugs in his or her possession in the workplace.

E. Types of Controlled Substance/Alcohol Testing

Employees will be subject to the following types of tests to be administered by the Health, Safety and Wellness Unit:

1. Pre-Placement Testing:

A pre-placement controlled substance test will be given to new hire candidates (not including promotions and transfers of District employees) as part of their pre-placement medical examination. A new hire candidate with a positive test result will not be hired.

2. Post Accident/Near Miss

Post Accident/Near Miss testing will be done after an incident involving equipment or a vehicle which results in bodily injury requiring medical treatment or property damage, or a situation where there was a significant immediate likelihood of serious injury to District employees, damage to equipment or property or significant impact to District functions, and where the employee's actions were determined by the Health, Safety and Wellness Unit to be a contributing factor.

3. Reasonable Suspicion

- a. A Designated District Supervisor may request that an employee submit to a test when there is a Reasonable Suspicion that an employee is intoxicated or under the influence of drugs or alcohol while performing assigned duties.
- b. The supervisor must prepare and sign a written record of his/her observations and deliver to the Health, Safety and Wellness Unit to request a Reasonable Suspicion test.
- c. The Health, Safety and Wellness Unit, after consultation with the Supervisor and/or District Counsel, will make the final determination as to whether Reasonable Suspicion testing is warranted.
- d. Reasonable Suspicion tests will be administered promptly after observation of the behavior giving rise to the Reasonable Suspicion.

4. Return To Duty/Follow-Up

Return to duty and follow-up testing will be conducted when an employee who has tested positive is returned to work. Follow-up tests are unannounced and at least six tests must be conducted within the first 12 months after an employee returns to duty. The Substance Abuse Professional may terminate the requirement for follow-up testing at any time after the first six tests have been administered. Return to duty/follow-up testing is in addition to any Post Accident or Reasonable Suspicion testing.

F. Testing Procedures

1. **Controlled Substances:** A chain-of-custody protocol is used to document all handling, storage and testing of a specimen. A split sample procedure is used to allow the employee an opportunity to have the second specimen tested.
 - a. The Medical Review Officer (MRO) examines all positive confirmed test results to determine if there is an alternative medical explanation for the positive test result. Before making a final decision as to whether a positive test is valid, the MRO provides the employee with the opportunity to discuss the test result. If the MRO determines that there is a legitimate medical

explanation for the positive test result, the MRO reports to the District that the test is negative.

- b. If the analysis of the primary specimen tests positive, the Medical Review Officer is to inform the employee that the employee may request the split specimen be sent to another approved laboratory for analysis. The request to have the second specimen tested must be made within 72 hours of notification of the results of the first sample tested. An employee requesting a second test will be required to pay for the test. If the second test is negative, the District will reimburse the employee for the cost of the test.

2. **Alcohol:** Alcohol tests will be done using a saliva testing method or other suitable means. An alcohol concentration of 0.08 or greater is considered a "positive" test. Alcohol tests must be administered within eight hours following an accident or a determination to conduct a Reasonable Suspicion or Near Miss test.

3. **Return to Duty Following Testing:** Employees who have been tested will be placed on leave and will be expected to charge time away from work to vacation, personal leave, or comp time balances until such time as the test results are received, and return to work clearance is given. If the test results are negative, the employee's leave balances will be restored and work time missed will be charged to the Controlled Substance/Alcohol Testing project number.

4. **Confidentiality:** Any testing records or records concerning an employee's treatment for alcoholism or drug use shall remain strictly confidential and shall remain separate from other personnel records. Test results will not be released to anyone without the express written authorization of the individual tested, unless the matter goes to arbitration or litigation. Exceptions are: employee or employee designee, testing laboratory, Medical Review Officer, Safety Coordinator, Employee Relations Representative, General Manager or designee; or agency requesting information as part of an accident investigation. The covered employee will be informed about who will receive test data. Any employee breaching confidentiality will be subject to progressive disciplinary action.

G. Consequences of Violation of Policy and Procedure

1. Positive Drug or Alcohol Test

Any employee who has a positive test will be removed from service and required to be evaluated by a Substance Abuse Professional. An employee declining to be evaluated by a SAP may be subject to additional disciplinary action. The District may, at its discretion, negotiate a Last Chance Agreement with the employee which may include a provision that any discipline imposed may be suspended pending successful completion of treatment.

- a. Any first positive drug or alcohol test will result in a **minimum** 10-day suspension.
- b. A first positive Post Accident/Near Miss drug or alcohol test will result in a **minimum** 20-day suspension.
- c. Any additional positive test within 5 years will result in termination.
- d. When any law enforcement officer gives an alcohol or controlled substances test to any employee while the employee is on District time, a positive result shall be treated the same as a positive test administered by the District.

2. Failure to Submit to Required Test

Failure to submit to a required test will be treated as a positive test for disciplinary purposes.

DEPARTMENT OF TRANSPORTATION DRUG TESTING PROGRAM
CONTROLLED SUBSTANCE/ALCOHOL TESTING AGREEMENT FOR
COMMERCIAL MOTOR VEHICLE DRIVERS

PURPOSE

The provisions of this agreement are intended to comply with Department of Transportation (DOT), Title 49 Code of Federal Regulations Part 40, "Procedures for Transportation Work Place Drug and Alcohol Testing Programs," requiring all covered employers to have a program to test commercially licensed drivers for controlled substances and alcohol use.

The parties agree that the workplace should be free from the risks posed by the use of alcohol and controlled substances in order to protect the safety of employees and the public. The unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited in the workplace. The parties further recognize that the abuse of alcohol and controlled substances is a treatable illness and the Santa Clara Valley Water District (District) will make reasonable efforts to provide assistance to employees in need of help. An employee assistance program is available to employees with personal problems, including those associated with alcohol or controlled substances use. The District and the Employees Association will aid such employees who request assistance with such problems. The District and the Employees Association will encourage the covered employee to seek professional assistance where necessary.

POLICY

It is the policy of the District that any designated covered employee required to have a Commercial Drivers License as a condition of their employment, refrain from using any controlled substance, reporting to work within 4 hours after using alcohol, using or possessing alcohol while on the job, or use alcohol within the 8 hours immediately following an accident or until such time that it is determined that testing will not occur.

The District shall make all reasonable efforts to afford employees when requested the right to union representation whenever a covered employee is directed to submit to an alcohol or controlled substances test.

It is not the intention of this policy/agreement to exceed the DOT Commercial Motor Vehicle Drivers' federal regulations or to serve or replace any separate District vehicle, equipment, or accident program except as agreed to herein.

Any covered employee failing to observe this policy will be subject to progressive disciplinary action.

DEFINITIONS

Classifications agreed to be required to possess a Commercial Drivers' License to perform assigned duties:

1. **Classifications Covered Under This Agreement:** Classifications agreed to be required to possess a commercial Drivers License to perform assigned duties:

- Maintenance Worker I (within 6 months of appointment)
- Maintenance Worker II/III
- Senior Maintenance Worker
- Heavy Equipment Operator (within 6 months of appointment)
- Senior Equipment Mechanic
- Equipment Mechanic I (within 6 months of appointment)
- Equipment Mechanic II
- Welder I (within 6 months of appointment)
- Welder II

Only covered employees in these classifications will be authorized to operate any equipment requiring a Commercial Drivers' License.

2. **Commercial Drivers License:** A driver's license issued by the State of California in accordance with standards contained in Part 383 of Title 49 of the Code of Federal Regulations, which authorizes the license holder to operate a class or type of commercial motor vehicle.
3. **Commercial Motor Vehicle:** Any vehicle or combination of vehicles which requires a Class A or Class B License or a Class C License with an endorsement issued pursuant to paragraph (4) of Subdivision (a) of Section 15278 of the State of California Vehicle Code.
4. **Controlled Substances:** Any substance defined by the federal Controlled Substances Act (21 V.S.C. Section 802).
5. **Confidentiality:** Any testing records or records concerning a covered employee's treatment for alcoholism or drug use shall remain strictly confidential and shall remain separate from other personnel materials.

Each covered employee's record of testing results and record retention under this agreement will be maintained private and confidential and kept separate and apart from other personnel records as prescribed under the Department of Transportation regulations. With the exception of the covered employee or employee designee, testing laboratory, Medical Review Officer, Human Resources staff, Employee Relations Representative, CEO designee; or upon request of Department of Transportation or State agency officials as part of an accident investigation, the results of the tests will not be released to anyone without the express written authorization of the individual tested. Prior to testing, the covered employee will be informed about who will receive test data. Any employee breaching confidentiality will be subject to progressive disciplinary action.

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Exceptions to these confidentiality provisions are limited to a decision maker in arbitration or litigation arising from a positive drug test.

This program will be conducted under the direction of the Employee Services Unit.

6. **Continuation of Pay:** Employees participating in a rehabilitation program will be entitled to use their accumulated comp time, vacation time, sick time, or personal leave time.
7. **Medical Review Officer:** A licensed physician who is qualified to interpret and evaluate test results and other relevant medical information. A Medical Review Officer examines all positive confirmed test results to determine if there is an alternative medical explanation for the positive test result. All Medical Review Officer responsibilities are stated in the Department of Transportation federal regulations.
8. **Substance Abuse Professional:** A licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of, and clinical experience in, the diagnosis and treatment of alcohol and controlled substances-related disorders.
9. **Designated District Employee:** Those supervisory level employees designated by the District to request a reasonable suspicion test of a covered employee under this agreement. The District shall ensure that supervisors be trained to determine whether reasonable suspicion exists to require a driver to undergo testing. They shall receive at least 60 minutes of training on alcohol misuse and receive at least an additional 60 minutes of training on controlled substances use, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. This training will be done on an annual basis.
10. **Accident:** For covered employees with a commercial drivers license, an accident is defined as a collision or occurrence where the covered employees performance is a contributing factor, and when the incident involves the operation of a vehicle or equipment which results in a death, bodily injury to a person(s) which requires medical treatment away from the accident scene, or when one or more vehicles or equipment is damaged. This may apply to District work sites when the accident warrants reasonable suspicion by a designated covered employee.

There could be situations where there is a collision between vehicles or equipment or other occurrences that do not meet the definition of an accident, and should, therefore, not trigger the post-accident requirement for testing. Any covered employee who fails to report an accident immediately to their supervisor will be subject to progressive disciplinary action.
11. **On-Duty Time:** On-duty time is all time spent administering an alcohol or controlled substance test, including travel time and will be paid at the covered employees' regular rate of pay, or at their overtime rate, if applicable.

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12. **Return to Duty Following Testing:** Employees who have been selected for a random controlled substance or alcohol test will return to duty as soon as practical after their scheduled test(s).

Employees who have been tested under a Post Accident or Reasonable Suspicion circumstance will be placed on leave status and will be expected to charge time away from work to personal leave balances until such time as they are cleared to return to work. If the Post Accident or Reasonable Suspicion test results are negative, the employee's leave balances will be credited back to them and work time missed will be charged to the Controlled Substance/Alcohol Testing Project Number.

13. **Types of Alcohol/Controlled Substance Testing:** Covered employees subject to this program are required to be tested under the following circumstances:

- 1) **Pre-Placement Testing:**

A pre-placement test will be given to any applicant recommended to be hired in any covered classification required to have a valid commercial driver's license.

A pre-placement test will be given when a current employee transfers from a position not covered by this agreement into a position covered in this agreement.

- 2) **Random Testing:**

All covered employees working in classifications covered by this procedure are subject to unannounced testing based on random selection.

- a. Each year 10 percent of all covered employees must be randomly selected to be tested for alcohol.
- b. Each year 50 percent of all covered employees must be randomly selected to be tested for controlled substances.

The testing dates and times for these random tests are unannounced and are with unpredictable frequency and will occur during the employees' normal working hours.

- 3) **Post Accident:** Post accident testing will be conducted on covered employees following an accident where the employee's performance is a contributing factor.

Any covered employee in an accident requiring medial treatment or death and where the employee was a contributing factor to causing the accident, will be subject to progressive disciplinary action, up to and including termination.

All post accident tests will be conducted within the covered employee's work shift whenever possible; however, in no event will post accident testing occur later than 8 hours following an accident and will be scheduled by the Employee Services Unit.

- 4) **Reasonable Suspicion:** A covered employee is required to submit to testing when a designated District employee has reasonable suspicion to believe the employee is under the influence of controlled substances or alcohol.

A written record of the observations leading to a reasonable suspicion test signed by the person who made the observations is required. The reasonable suspicion belief is based on, "specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors."

The reasonable suspicion test should be administered within 2 hours of the observation of the behavior prompting the request for testing. No test may be administered after 8 hours following the observation of the behavior.

Designated District employees authorized to require a reasonable suspicion test must attend approved training on controlled substances and alcohol. The training must cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

All designated District employees who directly supervise persons subject to the testing procedures of this program are required to comply with this policy as it pertains to the exercise of their supervisory authority.

- 5) **Off-Duty Alcohol Use:** A covered employee who has used alcohol during off-duty time must inform the District that he/she would violate the law if he/she were asked by the District to report to work and perform their assigned duties.
- 6) **Return to Duty/Follow-Up:** Return to duty and follow-up testing will be conducted when a covered employee who has tested positive is returned to work. Follow-up tests are unannounced and at least 6 tests must be conducted within the first 12 months after a driver returns to duty. Upon recommendation of the Substance Abuse Professional, follow-up testing may be extended for up to 60 months following return to duty.

The Substance Abuse Professional may terminate the requirement for follow-up testing at any time after the first 6 tests have been administered.

TESTING PROCEDURES FOR CONTROLLED SUBSTANCES

A chain-of-custody form is used to document all handling and storage of a specimen. The person being tested signs a form certifying that he/she provided a urine specimen and that the specimen bottle was sealed with a tamper-proof seal in his/her presence. He/she need not provide any information about prescriptions or over-the-counter medications on the chain-of-custody form. The standard drug testing custody and control form states:

"Should the results of the laboratory tests for the specimen identified by this form be confirmed positive, the Medical Review Officer will contact the covered employee to ask him/her about prescriptions and over-the-counter medications he/she may have taken."

The specimen must be taken at a site that meets the criteria of a collection site. The area must be secure. The chain-of-custody form must be completed and shipped with the specimen. All collections will be done at a certified medical facility. The collection site person is the individual that ensures that the urine specimen is collected according to required procedures.

Collection of urine specimens must allow individual privacy unless there is a reason to believe that a particular person may alter or substitute the specimen. If specimen collection is directly observed by a non-medical person, the person must be of the same gender as the covered employee.

A "split sample" of urine is collected. In the split sample method, the urine specimen is divided into two containers. The purpose of the split sample is to allow the covered employee the opportunity to have the specimen retested at a different certified laboratory.

A covered employee must provide at least 45 ml (milliliters) of urine. If the covered employee is unable to provide the minimum amount of urine, the collection site person is to urge the employee to drink up to 40 ounces of fluid, distributed reasonably through a period of up to 3 hours or until the individual has provided a sufficient urine specimen, whichever occurs first. It is not a refusal to test if the employee declines to drink the fluids. If the employee refuses to make the attempt to provide a new urine specimen or leaves the collection site before the collection process is complete, this will be considered a refusal to test. If the covered employee is still unable to provide a complete sample, the test is stopped and the covered employee is sent for a medical evaluation to determine if there is a legitimate reason for failure to provide a specimen or there is a refusal to submit a specimen. Only the primary specimen is opened and used for the urinalysis. If the analysis of the primary specimen confirms the cut-off levels (concentration of a drug or drug metabolite in the urine at which a specimen is considered positive) of tested controlled substances, the covered employee has 72 hours to request the split specimen be sent to another approved lab for analysis.

Laboratory Analysis

A urine specimen is only considered positive if the amount of the drug or drug metabolite (a byproduct that is produced in the body as a substance is broken down) in the urine exceeds the cutoff level at both stages of the testing process. The cut-off level is the concentration of a drug or drug metabolite in the urine at which a specimen is considered positive.

The initial test is done with an immunoassay test. The cutoff levels for screening tests are listed below and are expressed in nanograms per milliliter (ng/ml), or billionths of a gram per thousandth of a liter:

Marijuana metabolites	50	ng/ml
Cocaine metabolites	300	ng/ml
Opiate metabolites (including heroin)	300	ng/ml
Phencyclidine (PCP)	25	ng/ml
Amphetamines	1,000	ng/ml

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A second, or confirmatory test, is used to analyze the positive test result from a screening test. Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation test. The cutoff levels for confirmation tests are:

Marijuana metabolites	15	ng/ml
Cocaine metabolites	150	ng/ml
Opiates:		
Morphine	300	ng/ml
Codeine	300	ng/ml
Phencyclidine	25	ng/ml
Amphetamines:		
Amphetamine	500	ng/ml
Methamphetamine	500	ng/ml

The laboratory must retain the sample in frozen storage for a minimum of one year.

An employer may only test for other controlled substances if approved by DOT, and if there is a Department of Health and Human Services approved testing protocol for that substance. The specimen may NOT be used to conduct any other analysis or test.

Reporting and Review of Results

The Medical Review Officer (MRO) examines all positive confirmed test results to determine if there is an alternative medical explanation for the positive test result. Before making a final decision as to whether a positive test is valid, the MRO provides the covered employee with the opportunity to discuss the test result. After being notified of a positive test result, the covered employee has 72 hours in which to request that the MRO have the specimen tested in a different certified laboratory. If the MRO determines there is a legitimate medical explanation for the positive test result, the MRO reports to the District that the test is negative.

TESTING PROCEDURES FOR ALCOHOL

Alcohol testing will be done using evidential breath testing (EBT) devices administered by Breath Alcohol Technician (BAT). Two breath tests are required to determine if a covered employee has a prohibited alcohol concentration. Any result less than 0.02 alcohol concentration is considered a "negative" test. If the alcohol concentration is 0.02 or greater, a second confirmation test must be conducted at least 15 minutes, but no more than 20 minutes, after the first screening test. Before the confirmation test, a test is run (air blank) to make sure the EBT is working properly. If the screening and confirmation test results are different, the confirmation test result is the one that is used. A confirmation test with an alcohol concentration of 0.04 or greater will be considered a "positive" test.

EMPLOYEE SELF-REFERRAL

All employees are encouraged to make use of the available resources for treatment for alcohol and substance abuse problems.

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Under certain circumstances, a covered employee who voluntarily requests the assistance of the District with alcohol and/or substance abuse disorders, prior to notification of a testing requirement, will be required to undergo treatment for substance abuse as a condition of continued employment. Any covered employee who refuses or fails to comply with District requirements for treatment, after care or return-to-duty testing, will be subject to progressive disciplinary action.

EFFECT OF ENGAGING IN PROHIBITED CONDUCT

Any covered employee who refuses to be tested in accordance with this procedure will be subject to progressive disciplinary action in accordance with 49 CFR "Controlled Substances and Alcohol Use and Testing," Section 3 82.21 1, "Refusal to submit to a required alcohol or controlled substances test."

If a positive test result is obtained from an alcohol screen, the employee is immediately removed from on duty time and work status. Employees will be placed on paid administrative leave. If the screening test is negative, the employee will return to work.

If the screening tests are positive, employees may cover authorized leave to participate in rehabilitation program with sick leave, vacation, comp time, or leave without pay if no leave time is available, until the rehabilitation program is completed and the employee is released to return to work.

Any covered employee who fails any drug or alcohol test during participation in a rehabilitation program, or after participating in a rehabilitation program will be subject to progressive disciplinary action.

Alcohol or controlled substances tests given by any law enforcement officer that are positive shall be treated the same as a positive test administered by the District.

PROHIBITED BEHAVIORS

A covered employee is prohibited from operating any District vehicle requiring a commercial license under the following conditions:

- a. When having a breath alcohol concentration of 0.04 or greater as indicated by an alcohol breath test.
- b. While using or possessing alcohol during the course and scope of employment.
- c. Within 4 hours after using alcohol.
- d. Refusing to submit to required testing.
- e. Within 8 hours after an accident or until tested, whichever occurs first.
- f. When under the influence of any controlled substances. This includes prescribed medications the treating physician notifies the District in writing that the substance does

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not adversely affect the ability of the employee to safely operate a commercial motor vehicle. When the District has actual knowledge that a covered employee has used a controlled substance, that employee will not be permitted to perform or continue to perform a safety sensitive function.

- g. Not completing return to duty or follow-up testing.
- h. Not complying with recommendations of the Medical Review Officer or Substance Abuse Professional.

Any covered employee engaging in these prohibited behaviors will be subject to progressive disciplinary action.

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Santa Clara Valley Water District
Administrative Policies and Procedures

HUMAN RESOURCES
Temporary Workers

Ad-2.2.105 TEMPORARY WORKERS

Purpose To establish a uniform policy and procedure for hiring temporary workers.

General Policies It is the policy of the District to authorize the use of temporary workers for periods of time not to exceed 999 hours for one of the following:

- Specifically defined projects and/or programs.
- Temporary replacement of regular staff during a long-term leave of absence.
- Temporary replacement of regular staff who are assigned full time to a managed project, limited-term appointment, temporary promotions, rotation program, or other District-sponsored training program.
- Assisting with workload during cyclical peak periods.
- Assignments to programs or projects funded by an outside agency.
- Temporary replacement of regular staff during recruitment process.

Note: The employment of students shall be as provided in Administrative Policy and Procedure Ad-2.2.106 – Student Programs.

Temporary Employer Temporary contract workers are employees of an employment agency and entitled to benefits and compensation provided by the employment agency.

**Approval
Conditions**

- Temporary contract workers will not be used under long-term employment conditions or to circumvent regular staffing projections, budgeting, and/or regular District hiring practices.
- The job function to be filled by the temporary worker shall not be staffed beyond the 999 hour period.

A temporary worker may not be transferred or reassigned if to do so would extend the worker beyond the allowed time period.

- A temporary worker will not be rehired for additional temporary assignments after completion of short-term assignment if to do so would violate this policy which prohibits long-term employment of temporary workers.
- No agreements for, nor guarantees of, long-term regular employment of temporary contract workers expressed, implied, or otherwise, are authorized.

Exceptions

The Appointing Authority has the discretion to extend the time limitations where the circumstances indicate that such an exception is in the best business interests of the District.

Procedure

- Manager initiates and justifies the need for temporary work and defines classifications of the temporary worker(s), specific tasks to be performed, duration (may cross fiscal periods), and total number of hours requested on a Position Request form and forwards the form to the Appointing Authority or designee for approval.
- Upon approval of a Position Request, the Recruitment and Examination Unit will facilitate and coordinate the recruitment process between the employment agency, manager, and temporary agency.
- Manager approves the timecards (Employment Agency Personnel Hourly Labor Distribution, [Form FC 916]) for payment and completes and returns the timecards to Accounting.
- Manager maintains a record of hours for each temporary and ensures hours are within the approved time limits.

**Temporary
Worker
Separation**

Manager notifies the Recruitment and Examination Unit within five (5) days via e-mail or memorandum of the temporary worker's separation and is responsible for collecting and returning all District property and identification badges.

1. STORY SYNOPSIS

Issue 11 (Engineers Society)

The discussion of the hiring process issues summarized as follows:

Position Approval Process

- The process for getting a position (permanent) approved is long and unclear. That leaves the supervisor unsure how to get the work done, or whether to do the work at all. Creates huge workload problems – volume and logical placement. Affects quality of work; further complicated by the budget process, which makes assumptions based on positions in place.
- The flexibility is more effective but also creates more uncertainty. Who monitors the appropriateness of positions?
- The Board agreed to allow management to decide which positions should be in place within the parameters of the budget
- REU is responsible for monitoring the position development from the broad perspective – cost and impact on the rest of the organization and impact on the class/comp system
- That creates tension between operations who want specific positions/levels and HR who is trying to maintain a coherent system. This is also complicated by “pre-selection”, i.e., tailoring a position to the person they want to hire
- Sometimes a misfit between needs and positions available; e.g. Only licensed positions open, but the work does not need a license, or the job could be filled by several types of skilled professions, but only one kind fits the job description
- Under flexible system, the likelihood of getting a position depends on being able to sell it. Causes core business position to get undervalued

General Hiring Process

- Because the agency is trying to work collaboratively to redesign processes within the parameters of contract language, the processes do not always reflect best practices in the industry. Tends to be done piece-meal rather than look at the whole system. The system is not uniform, is difficult to administer and confusing.
- The system is complicated, difficult to understand, confused heavily paper driven and takes time away from core business
- We increased from 600 to 800 in about two years. Have done several process improvement efforts, but we do not have standards to determine whether outcomes are better. So we need to define those standards
- We are hiring good people now--- will a new system do better?

- One measure is how long it takes to hire from application. When slow, the position often changes in nature from when first advertised
- There is increased incentives to hire non-permanent employees because the process takes so long
- We should have measurable performance standards directly related to business outcomes/deliverables, not just process outcomes, such as time to hire
- Illustrates the need to benchmark, especially agencies which have flexibility and accountability
- We need to coordinate our class system with our business needs. We are over classified, therefore, a big target.
- Flexibility system is good, but because of lack of discipline in application has made us vulnerable.
- "Over classified" means a mismatch between the number of senior positions needed for the core business. We are top heavy in classes, usually because we are fitting positions to people or to specific unit needs
- If we are going to be above the norm, we have to make a business case
- Have had people denied a level 2 position, but then qualified for a level 3 position; shows a defect in the process
- The system will have inherent tensions, so maybe we need to focus on having the simpler more transparent system
- We need to do a better job of educating workforce on the process, besides general meeting, need to be creative so they get information when they need it

Assessment/Interview Panel

- Advice given to panels is often confusing and/or conflicting, or sometimes none is given. For example, no explanation of questions when unfamiliar with needs of the position. If going to use people who do not know the position, need background to be meaningful
- Panel system undermines accountability for hiring decisions. Could be cured by effective use of the probation period
- Have gotten questions for panels of acceptable answers that were poor
- REU does have guidelines and criteria for panelists and hiring managers. Hiring managers used to directly instruct panels. Now give information to HR so can quality check
- REU has been instructed to create diverse panels, including using people from the outside
- Managers suggest panel lists, HR reviews and makes the decision on the panel
- There are inconsistencies in how assessments are scored and how people move to interview process; lack of consistency and transparency
- Question of fairness, when reviewer of questionnaire knows the identity of the applicant
- MQs, sometimes told they meet them, go through panel, then told do not meet MQs
- Also people told that need to do "x" to qualify, then do it, and then told need more
 - Affects employee morale

- Often done because HR is overwhelmed

- Candidates respond differently depending on whether they know the panelists; actually perform better with strangers

Testing

- Application says four-page-limit but not enforced. Should be consistent

Internal Promotion Process

- Internal promotion process is inconsistent; who makes up the panel, (i.e. Relationship to hiring manager) questions asked, etc. no consistent standards of accountability for the hiring manager

Selection Process

- When the manager does not participate in the process of selection and then holds them accountable for performance of employees does not make sense. The manager is not the appointing authority (Managers need to use probation period to screen out low performers)
- Manager does have flexibility because gets to select among several finalists

Role of EOP/Diversity

- Role of EEO; agree with the principles of EEO, but questions about practices (as perceived)
- Question: Does the need for diversity sometimes trump required expertise?
- Sometimes get push-back from senior managers not to hire some candidates because does not fit the diversity needs
- The appreciation of diversity and the actual diversity of employees has made candidates feel that they will be judged on the merits and the District is friendly place to work
- Sometimes people hired are seen as hired because of ethnicity and gender instead of qualifications, when not true. Unfair characterization
- When we do not get enough diversity in the applicant pool, we need to look at recruitment process

Issue 69 (Employees Association)

- Has discussed the story in the hiring committee
- Employees have questions about how they were ranked after the final interview
- People are actually not ranked
- People do understand the process for final choice and wonder why they were not selected
- Much of the problem is lack of understanding and lack of transparency
- Source of frustration is that they have to go through a number of procedural hoops, and do not get very specific feedback if not selected
- External panelists hard to find and time consuming

- Hard for us to assess whether outsiders will fit with culture
- People expect they can fulfill their career so they can stay at the district

Issue 91 (Management)

- Same issues as Issue 11
- Simple, transparent, and meets business needs

2. INTERESTS

BUs and Employees	Interests - Hiring			Managers
	Board/District (policy-setters)	Applicants	HR & Legal (process monitors)	
Transparency				
Clarity		Clarity of Requirements		
Timeliness				
Fairness				
Accountability				
Efficiency				
Consistency				
			Ease of Administration	
			Credibility	
			Defensible	
	Simplicity			
	Sustainability			
	Legality			
	Inclusion			
	Opportunities			
	Diversity in Opportunities			
			Authority	
			Respect	
Ethically Implemented				
	Cost Effective			
	User Friendly			
		Timely Communication		
Best employee hired & evaluated			Clear Process	
				Effective-produces outcome

Interests - Hiring			
Managers	HR & Legal (process monitors)	Applicants	Board/District (policy-setters)
			Productivity
			Employee Morale
			Management Discretion
	Avoid multiplicity of processes		
	Clear & consistent interpretations		Flexibility
			Thorough Process
			Be able to get a quality applicant pool
			Documentation

3. Proposed Straw Design

Hiring Process Overview

The hiring process is meant to create a single process that will be used to hire classified employees across the District regardless of the Bargaining Unit (BU) that the position belongs. The proposed process is shown in Figure 1 and described in detail below.

Documentation of the Hiring Process

The new hiring process shall be documented in a PnP and SOPs. The PnP will be submitted to the stakeholder review process no later than March 30, 2007. The SOPs will be completed in ISO format.

Internal and External Posting - MOU

Positions will be advertised internally prior to posting externally. All regular District employees, including those seeking lateral transfers, promotions, and voluntary demotions, shall be eligible to apply for the internal posting. In order for the internal process to move forward, a minimum of one (1) candidate that meets Minimum Qualifications (MQs) is required. A maximum of seven (7) candidates may be interviewed. If multiple positions are advertised, an additional five (5) candidates per position may be allowed. The applicant review process guidelines are as follows:

- In the event that there is only one (1) internal candidate that meets minimum qualifications, the supplemental questionnaire will be assessed. If the assessment results in a score greater than or equal to 80 points, the single candidate will be interviewed. If the assessment score is less than 80 points, the District shall proceed to the external hiring process.
- In the event that there are two (2) to seven (7) candidates meeting the MQs, no assessment shall be required and all candidates will be interviewed.
- If there are more than seven (7) candidates, the assessment shall be completed and the top seven (7) candidates will move on to the interview.

If an internal candidate is not hired through the internal hiring process, the District may proceed to the external hiring process. The AA will prepare a justification memo documenting the selection criteria and the reasons supporting a recommendation of "no selection" for submission to REU..

Eligible List Criteria

The criteria for use of an existing eligible list is as follows:

- The eligible list must be for the same classification as the position being recruited.
- A minimum of 80% of job duties must be shared between the position for which the eligible was created and the position being recruited.

Minimum Qualification Review - Policy Guidance

The analyst reviewing MQs will seek technical opinions as necessary while retaining ownership.

Candidates who are notified that they do not meet the MQs have 10 days from the date of the notification letter to submit their challenge. During the challenge period the process will continue to move forward. In the event the challenge is found to be valid, and the candidate is deemed to meet MQs, the assessment panel shall be reconvened.

Minimum Qualification List - MOU and Policy Guidance

The Minimum Qualification List (MQ List) is an on-going list for each classification that tracks all employees who have been certified as meeting the MQs. Employees may submit an application for MQ certification at any time to be pre-

certified as meeting the MQs. If the employee does not meet the MQs, the analyst will notify the employee and explain why they do not meet the MQs. Employees who submit an application for a specific position and meet the MQs, but are not selected, will be added to the MQ list for that classification. When applying for a new position, an employee who is already on the MQ List will only be required to submit a completed Supplemental Questionnaire (SQ).

Assessment and Interview Panels – MOU and Policy Guidance

A minimum of one (1) interview panel member must be a Subject Matter Expert (SME). An SME is defined as "persons who have actually performed the work, but can also include others who supervise the work and/or are intimately familiar with the requirements of the job". The other interview panel members must be reasonably familiar with the requirements of the job and/or be a client or stakeholder in the work to be performed. Although only one (1) SME is required, the use of additional SMEs is encouraged. The assessment and interview panels shall also be neutral and diverse.

REU will request employee participation on assessment and interview panels to the employee's manager. Employee's are required to participate on the panel unless a written justification memo is submitted within three (3) business days. An employee will be required to participate on a panel no more than two (2) times per calendar year.

Diversity is one of the criteria for the assessment and the interview panel. For the purposes of the hiring process, diversity is defined as "The legal requirements shall be the minimum criteria that shall be met in the panel selection process. The protected classes as required by law are: race, religion, color, national origin, ancestry, mental or physical disability (including HIV or AIDS), medical condition (including cancer), marital status, gender, age (over 40) pregnancy, special disabled veteran status, Vietnam Era Veteran and all other Veteran status, sexual orientation, and gender identity. It is the intent of the District to move beyond the minimum legal requirements. As defined in the District's Diversity Master Plan, diversity is all the ways people differ from one another such as race, ethnicity, gender, religion, national origin, age, ancestry, physical ability, veteran status, gender identity, and sexual orientation. Additionally, diversity includes components such as personal background, education, thinking process, approaches to problem solving and life experiences. Diversity is all-inclusive and by its very nature, includes all individuals.

The Hiring Manager will develop a list of proposed panelists, using SME and diversity as criteria, to submit to REU. The REU will select: (i) 3 assessment panelist members using the SME/diversity criteria; and (ii) 3 interview assessment panelist members, where one of the members is the unit manager seeking to fill the position and another member is the appointing authority or his/her designee. In the event that diversity cannot be achieved internally, REU will make good faith efforts to recruit external panel members who met the applicable SME and diversity criteria. If diversity is not achieved after employing these good faith efforts, EOP must confirm that good faith efforts were employed. The Hiring Manager, REU, and EOP must reach consensus on all members of the panel. This consensus shall be reached and recorded during the pre-posting phase of the hiring process.

REU and the Unit Manager must address panelist conflicts of interest that would cause any real or perceived bias in favor of or against potential candidates they will be assessing or interviewing.

How can the District prevent assessment/interview panelist's conflict of interest and ensure confidentiality?

Careful panel selection must be made to ensure that the panelists are objective. Therefore EOP must ensure that individuals are not permitted to as panel members if there are any candidates that: i) are relatives; or ii) they have a personal relationship that will compromise their ability to be objective. For the purposes of this section, relatives include, but may not be limited to: all blood relatives to self or spouse, spouse, domestic partner, and children (biologic, step, adopted, or foster).

Panelists will be required to sign a statement stating that they have no conflict of interest once they are shown the list of candidates. The statement shall also include an agreement that all information concerning the applicants and assessment and interview process shall be confidential. The statement and guidelines shall clearly state the following:

- The District reserves the right to remove a panelist if there is objective evidence that the panelist may have a conflict of interest that would render them biased.
- If a conflict of interest is found at any point in the hiring process, REU reserves the right to re-do up to the entire process.
- All information pertaining to the applicants and their assessment and interview results are confidential.

External Candidates Certified List – Policy Guidance

Positions that are designated as "hard to fill" will have a minimum of one (1) candidate meeting MQs is required to move on to the interview process. For all other positions, a minimum of three (3) candidates meeting MQs is required to move on to the interview process. A maximum of seven (7) candidates will be interviewed for any position. For multiple vacancies, five (5) additional candidates will be added to the minimums and maximum stated above.

Supplemental Questionnaire Page Limit – Policy Guidance

A page limit of one page per question will be enforced. If an applicant exceeds the page limit, their score shall be reduced. The size of the reduction shall be set forth in the PnP under development by REU.

External Process – Internal Candidate Credit – Policy Guidance

Regular District employees who apply through the external process shall receive a credit of 5 points on their assessment.

Assessment and Interview Panel Knowledge and Preparation – Policy Guidance

In order to better understand the specific needs of the position and manager's needs, the panelists shall be provided written guidance from the Hiring Manager on the supplemental and interview questions. The Hiring Manager, REU, and the panel shall meet before the assessment/interview to review the guidance provided.

An additional round of interviews may be requested by the hiring manager or appointing authority. The current process for second interviews shall be used in the new process.

How can we assure that the assessment scoring is consistent and fair? - MOU and Policy Guidance

Adopt 0 to 100 scoring on the supplemental questions, with 70 to be considered passing and eligible to be passed on to the interview. If there is a 15% spread in scoring of a specific question or 25% or greater in total score, the assessors are required to meet and discuss the rationale for the scoring. Adjustment of the scoring is not required, but the rationale for the rating shall be documented should these limits be exceeded.

How can we assure that the interview panelists have the appropriate knowledge and skills of the position/classification and be properly prepared for the interview? – Policy Guidance

In order to better understand the specific needs of the position and manager's needs, the panelists shall be provided written guidance from the Hiring Manager on the supplemental and interview questions. The Hiring Manager, REU, and the panel shall meet before the assessment/interview to review the guidance provided.

How can we assure a timely approval of the selection following the final interview? – Policy Guidance

- A committee of all involved in the approval process (AA, Deputy, HM) will meet together to discuss the assessment and interview process. The AA will make the hiring decision. Stan will mandate that this process be followed. This meeting will be held within 5 business days of receipt of the interviewer's assessment of the candidate's strengths and weaknesses from REU. The purpose of the committee is to provide information and feedback to the AA to facilitate a faster hiring decision.
- A performance measure tied to CEO work plan (80 days for REU) will be developed. Options for this measure include: a) 80 day for hiring manager; b) Track approval times; and c) break the 80 day completion period into component parts.
- Set schedule for entire hiring process at the beginning.
- The final signature shall be by EOP.
- Each member of the interview panel will submit their evaluation of the strengths and weaknesses of each candidate to the REU analyst. The analyst will forward this information to the AA for their evaluation.
- AA must prepare a justification memo documenting the rationale for the selection or result of "no selection".
- Ask Chiefs what they need to make decision – then provide it.
- A template for the hiring justification memo will be developed.

How will reference checks be performed for internal candidates? – Policy Guidance

- The hiring manager may talk to the top candidate's current supervisor/manager, using a standardized list of questions to assess the internal top candidate's performance/conduct. This reference check will be completed prior to writing the justification memo. Instructions shall be provided to the current manager that nothing should be said that has not already been told to the internal candidate. REU will use standard questions to assess the external top candidate's performance/conduct after job offer.
- The Appointing Authority or hiring manager will check to see if there are any current or past (5 years) disciplinary or EOP actions against the top candidate. This information may be used to evaluate the top candidate.

Can the District perform criminal background checks on internal and external candidates?

The issue of performing criminal background checks for existing employees has not been resolved and will be addressed in the long term process.

Criminal background checks will be required for external candidates. The background check will be performed for the top ranked candidate who is offered the position. The evaluation of the criminal background check will be based on the following criteria:

- The criminal background check will be requested for the past 7 years. Any information beyond this time will not be considered in the evaluation.
- Any decisions shall be based on convictions; not on arrests.
- For a conviction to be used in the decision making process, the conviction(s) must be related to the candidate's suitability for the specific job duties (i.e. a conviction for embezzlement may disqualify a candidate for an accounting position).
- The recency of the conviction shall be considered in the evaluation.
- Criminal background checks shall be performed by a 3rd party and shall remain confidential.

Management will look into criminal background checks for temporary employees, student interns, and other non-regular employees.

How can EOP's role in the hiring process become more transparent?

EOP will prepare an SOP describing their role in the hiring process, including a description of their approval process and the criteria that the approvals are based upon. The PnP will be submitted for the stakeholder review process no later than March 30, 2007. The need for a new or updated PnP shall be discussed with the long term issues.

Legal Statement to Include

The hiring process shall meet all legal requirements

Transition between old and new hiring process

Any recruitment underway at the time the new hiring process is implemented will be completed under the process in which it was started.

Key to Attached Figure

- A. MQ List – The MQ List is an on-going list of employees who meet the MQs for a specific classification. Employees may submit an application to get on this list at any time. Employees not already on this list who apply for a position and meet MQs, but are not selected, will be added to this list.

Position Approved

The position approval process is being addressed as a long term issue.

1. List Decision – The first decision point in the hiring process once it reaches REU; whether to use an existing Eligible List or Proceed to the Internal Hiring Process.

2. Existing Eligible List

The process shown on the flow chart shows the existing process. The use of the eligible list is to be addressed in the long term issues.

3. Internal Promotion

- a. Pre-Posting Documents are developed and reviewed. REU analyst works jointly with UM to develop JA/ADA and related documents. REU analyst ensures compliance with the appropriate job classification prior to beginning recruitment. REU, Hiring Manager, and EOP work together to form the assessment and interview panels.
 - b. REU Analyst revises opportunity notice for internal process. All regular District employees, including those seeking lateral transfers, promotions, and voluntary demotions, shall be eligible to apply for the internal posting. Internally post position for 10 days.
 - c. Employees may submit EZ Application on an on-going basis and upon meeting MQs, be placed on the MQ List for a specific classification. The employee will receive written notification that they either have been placed on MQ List or that they do not meet the MQs. The employee may challenge a finding that MQs were not met.
 - i. Employees on the MQ List for the specific classification will be sent a supplemental questionnaire and an EZ Application. The employees who are on the qualified list and submit the supplemental questionnaire will move on to testing.
 - ii. All other employees may submit the full application and completed supplemental questionnaire.
 - iii. REU analyst reviews applications and supplemental questionnaires from the employees who are not on the qualified list to determine if MQs are met.
 - iv. Employees who meet the MQs will be placed on the Qualified List and move forward to testing.
 - d. Tests are prepared according to standard methods of testing including validation and job relatedness. REU Analyst schedules and facilitates one or more of the tests: a) Assessments (Supplemental Questions); b) Written tests (typing); c) Performance (i.e. heavy equipment). REU Analyst tabulates rating/test scores.
 - e. Decision Point for candidates who pass the test(s).
 - f. Analyst creates the Eligible List, the list of all applicants who have qualified to move on in the process. The top five candidates will be placed on the interview list and moved forward. REU Manager approves the list. EOP reviews the process at this point; if problems with the process are identified the recruitment may be restarted.
 - g. REU Analyst will schedule candidates in the interview list for an interview.
 - h. Following the final interview, the hiring manager selects the candidate and prepares the justification memo, which is then forwarded to the Appointing Authority for approval. EOP manager provides final review of the process for approval. REU Analyst notifies other candidates not appointed. If no candidate is selected, move to external process.
 - i. Selected candidate information submitted to Benefits Administration Unit.
4. External Opportunity
 - a. REU Analyst revises opportunity notice for external opportunity. Externally post position for 15 days.
 - b. All applicants required to submit full application and supplemental questionnaire.
 - c. REU analyst reviews applications and supplemental questionnaires to determine if MQs met. Applicants who meet the minimum qualifications move forward to testing.

- d. Tests are prepared according to standard methods of testing including validation and job relatedness. REU Analyst schedules and facilitates one or more of the tests: a) Assessments (Supplemental Questions); b) Written tests (typing); c) Performance (i.e. heavy equipment). REU Analyst tabulates rating/test scores.
- e. Candidates who pass the tests move forward; others are notified by REU that they are not moving forward.
- f. Analyst creates the Eligible List, the list of all applicants who have qualified to move on in the process. The top five candidates will be placed on the interview list and moved forward. REU Manager approves the list. EOP Manager reviews the process; if flaws are found in the process, the recruitment process may be re-started.
- g. REU Analyst will schedule candidates in the interview list for an interview.
- h. Following the final interview, the hiring manager selects the candidate and prepares the justification memo, which is then forwarded to the Appointing Authority for approval. EOP Manager provides a final check of the process and final approval of the process. Selection contingent upon reference and criminal background checks, pre-employment physical, and drug screening. REU Analyst notifies other candidates not appointed.
- i. Selected candidate information submitted to Benefits Administration Unit.