Memorandum of Understanding

Between

Santa Clara Valley Water District

and

Engineers Society

(IFPTE—Local 21)

2018 – 2021

(January 1, 2018, through December 31, 2021)

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ARTICLE 1. RECOGNITION

Section 1. Recognition

The District formally recognizes the Engineers Society ("Society") as the majority representative of those classes of employees and units listed in Attachment I, hereto.

Section 2. Union Security (Dues Check–Off)

A. Upon receipt of an employee's signed membership or other authorization form, the Santa Clara Valley Water District will deduct the appropriate dues or fees from the employee's pay, as established and as may be changed by IFPTE Local 21 according to its bylaws, and remit such dues or fees to IFPTE Local 21. Deductions will continue unless the employee mails a written revocation to IFPTE Local 21 in accordance with the terms of the authorization form, or, absent any such terms, by mailing a written revocation to the Union that is postmarked during the 30-day period immediately prior to the annual anniversary of the date on which the employee signed an authorization form.

B. The Society/IFPTE Local 21 agrees to indemnify, defend, and hold the District harmless from any and all claims, demands, suits, or other action arising from the provisions of this Section or from compliance with employee cancellations of check–off authorizations.

Section 3. Time Off for Representation

A. The District will notify the Society when Society members' participation as volunteers in District directed committees/projects is desired. When requesting Society member participation, District management will provide the Society a description of skills/expertise needed, number of hours anticipated, and duration of service needed, and budget code.

B. Society representatives will, unless otherwise noted, be given specified release time for the following:

1. ***Meet and Confer/Consult***—Up to three (3) designated Society members are allowed time off without loss of compensation for purposes of meeting and conferring or meeting and consulting with District representatives on matters within the scope of representation.

2. ***Board Meeting Attendance***—One (1) designated Society representative is allowed time off without loss of compensation to hear items before the Board of Directors within the scope of representation. A Society representative must notify the Labor Relations Officer before using release time to attend Board meetings.

3. ***Meetings of District Authorized Committees***—Up to three (3) Society 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 Society.

4. ***Grievances***—One (1) designated Society representative is allowed time off without loss of compensation for purposes of representing an employee in a meeting with District representatives relative to an employee grievance.

   a. One (1) designated Society 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 Society representative or the grievant and both the Society representative and the grievant have notified their respective unit manager of such time off.

   b. An employee has the right to discuss a grievance with a Society representative during working hours provided there is no disruption of the workload and the employee has notified and received authorization from their unit manager.

5. ***Representation***—The Society President and/or a designee will have release time without loss of compensation for the purpose of conducting Society 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.

6. ***Negotiations***—The District will provide release time for up to four (4) designated Society members for purposes of meeting and conferring on a successor MOU.

7. ***Release Time***—Society representatives shall notify his/her unit manager of his/her intention to be on release time as far in advance as reasonably possible, but no later than the end of normal business hours the day before such meeting except in the case of emergency situations. Society representatives will record the appropriate release time project number on their timesheet in order to qualify for compensated release time. Society will provide the District a list of all officers, stewards, and representatives/alternative representatives. Permission to perform Society functions shall not be unreasonably denied.

Section 4. Access to Work Locations

The Society shall have reasonable access to work locations for purposes of processing grievances or concerning matters within the scope of representation provided that the manager 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 5. Mail/Bulletin Boards

A. The Society may utilize existing bulletin boards in accordance with existing District procedures, provided posted information relates solely to Society activities and services. The bulletin board shall not be used to post material which endorses or supports political candidates or positions in elections.

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

Section 6. District Facilities

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

Section 7. Access to Information

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

Section 8. 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 Society reasonably prior to such action to solicit Society response and to afford an opportunity to meet with the District regarding the issue. In the case of an emergency, when reasonable prior notice is not possible, the District shall provide such notice as soon as possible and an opportunity to meet at the earliest practical time to discuss the issue.

B. Any communication in accordance with Section 8(A) above shall be submitted to the President of the Society by the District through its Labor Relations Unit.

Section 9. New Hire Information

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

Section 10. Orientation

A. The District will provide the union, on an annual basis, the new hire orientation schedule. If it is later determined that the schedule must be amended, an updated copy will be provided.

B. The District will provide the union written notice of the employee name, employee number, scheduled start date, position title, position code, unit name, unit number and supervisor within two business days of the completion of the recruitment process. This written notice will be sent via email.

C. The union will be provided with 20 minutes during the new employee orientation meeting to meet with the newly hired employee(s). The union will have from 8:00 a.m. until 8:20 a.m. on the day of orientation to meet with the employee(s). Under no circumstances will the union continue the meeting with the newly hired employee(s) past 8:30 a.m. If for some reason the union cannot attend the orientation, the Employee Benefits and Recruitment Unit will be notified no later than 8:00 a.m. on the orientation day.

D. The District agrees to provide the union with employee contact information for all employees in the bargaining unit by the 10th calendar day of each month. The information that will be provided is as follows:

1. Employee name
2. Employee job title
3. Unit name or department
4. Work location
5. Home address
6. Work phone extension
7. Home or cell phone number (whichever is provided to the District by the employee)

Personal email addresses are not collected or retained by the District therefore, none are available to provide to the union.

ARTICLE 2. DISTRICT/EMPLOYEE RIGHTS

Section 1. Employee Rights

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

Section 2. District Rights

A. The rights of the District include, but are not limited to those listed herein, except where such rights are limited by clear and explicit language of this MOU:

1. The right to determine the mission of the District, including without limitation, the District's departments, divisions, institutions, boards and commissions;

2. The right of full and exclusive control of the management of the District; supervision of all operations; determinations of methods, means, location and assignments of performing all work; and the composition, assignment, direction, location and determination of the size and mission of the workforce;

3. The right to determine the work to be done by employees, including establishment of service levels, appropriate staffing and the allocation of funds for any position(s) within the District;

4. The right to review and inspect, without notice, all District owned facilities and equipment, including without limitation desktop computers, work areas and desks, email, computer storage drives, voicemail systems, vehicles, and filing cabinets and systems;

5. The right to change or introduce different, new or improved operations, technologies, methods or means regarding any District work, and to contract out for work;

6. The right to establish and modify qualifications for employment, including the content of any job class, job description or job announcement, and to determine whether minimum qualifications are met;

7. The right to maintain and modify the District's job classes;

8. The right to establish and enforce employee performance standards;

9. The right to schedule and assign work, make reassignments, and assign overtime work;

10. The right to hire, fire, promote, reassign, transfer, release, discipline, layoff, terminate, demote, suspend or reduce in step or grade, all employees;

11. The rights to establish and modify bargaining units; to assign new or amended classes to particular bargaining units; and to designate any position confidential, management or otherwise for bargaining unit assignments pursuant to the Meyers–Milias Brown Act;

12. The right to inquire and investigate regarding complaints or concerns about employee performance deficiencies or misconduct of any sort, including the right to require employees to appear, respond truthfully and cooperate in good faith regarding any District investigation;

13. The right to maintain orderly, effective, and efficient operations; and

14. The right to take any appropriate lawful measure to ensure the best delivery of services to the public in response to any work stoppage, including without limitation; (a) altering work schedules or locations to ensure coverage; and (b) investigating absences to ensure no violation of District policies.

Section 3. Non–strike/Lockout Provision

A. During the term of this MOU, the District agrees to not lock out employees, and the Society agrees to not engage in any concerted work stoppage. Violation of this article by the Society shall result in cancellation of dues check off.

ARTICLE 3. COMPENSATION

Section 1. Salaries

A. Across the Board Cost of Living Adjustments will be made as follows:

Pay Period 14 Year 2018	Pay Period 14 Year 2019	Pay Period 14 Year 2020	Pay Period 14 Year 2021
4.0%	4.0%	4.0%	4.0%

B. Payday shall be by the Thursday 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, the workday immediately preceding the holiday will be observed as the official payday.

C. Employees will be notified by email at the end of each pay period when direct deposit paycheck stubs are available for web-friendly viewing and printing. Employees who receive paper paychecks can continue to pick-up their paycheck from the Payroll department on the designated payday.

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

Section 2. Step Placement

A. Employees will be compensated on a salary range consisting of seven (7) steps. The salary percentage differential for the seven (7) steps is as follows:

1. Between Steps 1 and 2, the salary assigned to Step 2 is approximately 5% greater than the salary assigned to Step 1.

2. Between Steps 2 and 3, the salary assigned to Step 3 is approximately 5% greater than the salary assigned to Step 2.

3. Between Steps 3 and 4, the salary assigned to Step 4 is approximately 5% greater than the salary assigned to Step 3.

4. Between Steps 4 and 5, the salary assigned to Step 5 is approximately 5% greater than the salary assigned to Step 4.

5. Between Steps 5 and 6, the salary assigned to Step 6 is approximately 2.5% greater than the salary assigned to Step 5.

6. Between Steps 6 and 7, the salary assigned to Step 7 is approximately 2.5% greater than the salary assigned to Step 6.

B. The first step is the minimum rate and shall be the usual hiring rate for all classes. In cases where it is difficult to secure qualified personnel, or a person of unusual qualifications is employed, the District may authorize appointment at a rate other than the first step. An overall 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 "Achieved" in a future evaluation period.

C. An employee shall be eligible for advancement to:

1. The second step after completion of 2,080 hours (typically 12 months) of competent service in the first step and approval of the District.

2. The third, fourth, or fifth steps after completion of 2,080 hours of competent service in the preceding step and approval of the District.

3. The sixth and seventh steps after completion of 5,200 hours (typically thirty (30) months) of competent service in the preceding step and approval of the District.

D. Approved salary adjustments will be made retroactive to the first pay period of eligibility, unless the adjustment is withheld due to less than satisfactory performance.

Section 3. Step Placement Upon Promotion, Demotion, Lateral Transfer, Reassignment or Reclassification

A. For informational purposes, each salary range is approximately 2.5% above the next lower salary range.

B. All appointments to a class shall be to a step within the salary range for that class.

C. Upon promotion or reclass, an employee's salary shall be adjusted as follows:

1. For a promotion or reclass where the seventh step salary of the higher class is less than 10% above the seventh step of the present class, the employee shall be placed at the same step in the present class that they are at in the present class (e.g., if the employee is at the third step of the current class, he/she will be placed at the third step of the higher class; if the employee is at the sixth step in the present class, he/she will be placed at the sixth step in the higher class).

2. For a promotion or reclass where the seventh step salary of the higher class is 10% or more above the seventh step salary of the present class, the employee shall be placed in the first step in the new range or the step in the new range which provides for a 10% increase, whichever is greater.

3. For a demotion, including a voluntary demotion, the employee shall be placed at the highest step in the lower range which does not provide an increase in salary.

D. For a lateral transfer or reassignment within the same class or to a comparable class, the employee's salary shall remain unchanged.

Section 4. Salary Adjustment and Service Time

A. An employee placed in the first step of a new range or receiving a 10% or more increase as a result of promotion or reclass, shall receive a new salary anniversary date as of the date of promotion or reclass for purposes of determining future step increases.

B. In all other cases of promotion, demotion, lateral transfer, reassignment or reclassification, employees shall not lose the time served in their former salary step. The time served in the former step shall be included when computing the required months of service needed to be eligible for their next step increase.

Section 5. Pay Differentials

A. Incumbents in the class series of Engineer, Engineering Geologist and Water Resources Specialist (excluding Senior Engineer) who obtain and possess Professional Engineer (PE) license or a Professional Geologist (PG) license issued by the State of California will receive a 2.5% pay differential.

Section 6. On Call Pay

A. An employee required to remain On Call during non–working hours shall receive one (1) hour pay for the first five to eight (5–8) hours, within a single twenty–four (24) hour period, and one–half (1/2) hour pay for each additional 5–8 hours within the same twenty–four (24) hour period. An employee who is On Call for the entire weekend, (e.g., from Friday after their normal shift ends until Monday beginning of their normal shift) shall receive eight (8) hours pay for the entire weekend.

B. An employee On Call shall be readily accessible by cell phone, pager, landline or other means of communication and will report to duty within a reasonable amount of time as determined in writing by their supervisor/manager, but in no case should an employee be provided with less than 20 minutes to report to work.

C. An employee who is On Call who is found not readily accessible, refuse, or are unable to report to duty within the time frame determined by their manager, upon attempted notification by the District, shall not receive the On Call pay for the period they were supposed to be On Call and may be subject to progressive discipline.

D. When an employee responds by cell phone, landline or computer and does not return to a District facility, they shall be paid their applicable rate of pay to the nearest quarter hour (e.g., 5 minute phone call employee can charge 15 minutes) while engaged in this activity.

Section 7. Call Back Pay

A. Non-exempt employees not on call, who are called back to work by management, following the completion of the employee's workday/workweek, and departure from the employee's worksite, shall receive a minimum of two (2) hours or the actual time worked, whichever is greater.

B. Work that immediately precedes or follows the regularly assigned shift will be considered as an extension of the workday/workweek and no minimum will apply.

Section 8. Translation Services Pay

A. Employees who successfully demonstrate the ability to communicate effectively in English and any other language used by a significant portion of the population the

District serves may be compensated at the rate of seventy–five dollars ($75.00) per month for providing occasional use of bilingual skills such as written or oral language translation on behalf of the District. Such translation services may be in addition to the employee's usual duties and responsibilities.

B. The Chief Executive Officer (CEO) or designee will determine the need and number of employees allowed to participate in this program. In order to receive translation service pay, the employee must document the time used to provide translation services on a form provided by the District, approved by their supervisor, and submitted to payroll each month to receive the differential.

Section 9. Temporary Promotion Pay

A. The Appointing Authority may temporarily promote an employee to a class for which he/she is qualified by education, training, and experience, for a period of not to exceed twelve (12) months. All employees who are assigned a temporary promotion must meet any and all licensing requirements for the position, as required by law. Such employee's current position shall be retained but compensation shall be in the first step of the range of the promoted position or 10% above the employee's current salary, whichever is higher, during such service in the promoted position, provided that the salary shall not exceed step seven of the higher class. The District will notify the Society when making a temporary promotion into classes represented by the Society.

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

Section 10. Out–of–Class Assignment

A. Out–of–class assignments shall be made for a minimum of ten (10) consecutive work days/shifts or two (2) weeks of regular shifts (8/9/8), and shall not exceed 180 consecutive work days. In order to be assigned to work out–of–class, the employee must consistently assume a substantial amount of the higher level duties.

B. The District shall make reasonable efforts to distribute work out–of–class on an equal and rotational basis for qualified employees. By use of this section, the District shall not attempt to avoid the District's hiring process for the filling of regular full–time employees.

C. Assignments shall be made by the appropriate level manager, on a fair and equitable rotating basis. No out–of–class assignments shall be made that would place the employee above their direct supervisor or manager. Assigned employees shall meet either the education, training, or experience requirements of the minimum qualifications for the position as determined by the manager making the assignment. Out–of–class assignments are limited to one (1) level above in the unit's business area's hierarchical structure. If no qualified candidate, by either education, training, experience, or level, is available within the unit or business area, the manager shall assign an appropriate person. In assigning an appropriate person, the manager shall consider attributes such as experience, related knowledge and abilities, past performance, and employee work

and career plans. All employees who are assigned out–of–class duties must meet any and all licensing requirements for the position, as required by law.

D. The Society shall be notified of the assignment. Nothing herein shall prohibit the training of an employee in work of a more advanced nature without additional compensation, as long as full duties are not substantially assumed.

E. Employees performing work out–of–class shall be compensated within the salary range of the higher class at the first step or 5% greater than their current salary, whichever is greater.

ARTICLE 4. WORKWEEK/OVERTIME/COMPENSATORY TIME

Section 1. Workweek and Lunch Break

A. The workweek of unit personnel shall be regular recurring periods of 168 consecutive hours in the form of seven (7) consecutive twenty–four (24) hour periods, as designated by the District. Eighty (80) hours shall constitute a full pay period of work. Work hours shall be as designated by the District. Employees shall be notified of any change in designated work hours/days at least five (5) calendar days in advance, except in cases of emergency. The workday and the pay periods shall be designated by the District.

B. Employees who work five (5) hours per day or more must take an unpaid lunch break of at least one–half (1/2) hour. This lunch break should be taken at or about midway through the workday.

Section 2. Compressed Workweek

A. Current standard work schedules include the 8–9–8 and 5–8 schedules. Upon the recommendation of the Unit Manager and approval of the CEO, other alternate work schedules may be established. Prior to establishing any new alternate schedule, the District shall give notice to the Society 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. When the holiday falls on an employee's scheduled day off, eight (8) hours shall be added to the employee's vacation balance. Employees will be charged time off based on the number of hours in the work day missed.

Section 3. Overtime Meal Breaks

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

B. After sixteen (16) continuous hours worked, a paid one (1) hour meal break will be provided. After twenty–one (21) continuous hours worked, an additional one–half (½) hour paid meal break will be provided.

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

Section 4. Overtime Meal Allowances

A. Employees earn a meal allowance in accordance with paragraph B below, after completion of three (3) hours of overtime, when such overtime is contiguous with a full day's work. Employees also earn a meal allowance after completion of any eight (8) hours of continuous overtime and an additional allowance will be earned after completion of every four (4) hours of continuous overtime thereafter.

B. Overtime meal allowances for meals are determined by when the meal is earned and are limited as follows:

1. A meal allowance earned between the hours of 12:01 a.m. and 8:00 a.m. shall be paid at eight dollars ($8) for breakfast.

2. A meal allowance earned between the hours of 8:01 a.m. and 4:00 p.m. shall be paid at ten dollars ($10) for lunch.

3. A meal allowance earned between the hours of 4:01 p.m. and 12 midnight shall be paid at twenty dollars ($20) for dinner.

C. Employees are not eligible for an overtime meal allowance if the District provides a meal consistent with the employee's reasonable dietary needs and within reasonable proximity to the time in which the allowance or break would be earned.

D. Employees shall be reimbursed for actual meal expenses incurred while traveling on District business in accordance with and subject to the limitations of District procedures for travel reimbursements.

Section 5. Rest Period

A. One (1) paid twenty (20) minute rest break with pay shall be provided to an employee for each four (4) hour period that employee is required to work during the workday. For full-time employees, the first twenty (20) minute rest break must be taken during the first half (½) of the workday and the second twenty (20) minute rest break must be taken during the second half (½) of the workday.

B. Supervisors are responsible for scheduling rest periods. It is recognized that many positions have an assignment that requires coverage for a full shift which would not permit the employee to actually leave his/her post. In those cases, it is recognized that the employee can "rest" while the employee physically remains in the geographic location of his/her duty post.

C. An employee may not accumulate unused rest periods nor shall rest periods be authorized for covering an employee's late arrival on duty or early departure from duty.

D. 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. Employees in exempt classes are considered exempt professionals and as such are not required to be compensated for overtime worked. Commensurate with the exempt class, employees may be required to work outside of their work schedule and may in consultation with their supervisor adjust their daily work schedule as they deem appropriate in order to meet the responsibilities of the assigned position.

B. 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.

C. Overtime is defined as hours worked in excess of forty (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 forty (40) hours in a work week, or hours worked in excess of their regularly scheduled shift or eight (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.

D. An employee 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.

E. Overtime/compensatory time payment shall be as defined above except that continuous overtime worked in excess of eight (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.

F. An employee who is required to work overtime on Sundays or a District holiday will be paid at the rate of two (2) times the regular hourly rate.

Section 7. Fatigue Time

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

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

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

C. Employees are not eligible for fatigue time if the overtime work begins within four (4) hours of their next regularly scheduled shift.

Section 8. Flextime

A. In order to efficiently carry out District work and serve the public, managers in conjunction with the unit managers will establish a designated start and end time for their areas of oversight.

B. Employees are expected to report to work at their designated starting time. On occasions when an employee is not able to report to work on time due to commute difficulties, unanticipated responsibilities, or family care issues, the employee may have up to a fifteen (15) minute grace period provided it does not affect the necessary work and responsibility of the District. This grace period is not to be exercised on an ongoing basis, but is intended for unexpected difficulties. An employee who reports to work late must make up the time by working a corresponding number of minutes at the end of the regularly scheduled shift. For employees in job classes that are exempt from overtime, the daily work schedule may be adjusted in consultation with the supervisor as provided in Section 6, immediately above.

C. Employees may request flexible time up to two (2) hours before or after the designated start and end times. Flextime may be approved unless, in the sole discretion of the District, the time would significantly affect the necessary work and/or public responsibility of the District.

D. Each non–exempt employee must complete their full scheduled number of hours required per day. Lunch and/or break times may not be used to complete the number of hours in a shift.

ARTICLE 5. BENEFIT PROGRAMS

Section 1. Maintenance of Benefits

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

Section 2. Medical

A. The District agrees to continue medical coverage at the level provided in this MOU. Employees will pay 15% of the cost of the premium for medical coverage and the District will pay 85% of the cost of the premium for all employees and their dependents, including registered domestic partners. During the life of the MOU, any increases or decreases in premium rates will also increase or decrease the total amount paid by the established cost–sharing. Employee paid medical premiums may be paid on a pre–tax basis in accordance with the IRS Section 125 Plan.

B. The District agrees to provide all regular District employees with medical coverage. District employees may only receive coverage under one plan; either as single coverage or family coverage either as the primary beneficiary or as a dependent under the plan of a spouse or registered domestic partner who is a regular District employee. Also, an employee's eligible dependents will only be covered under one (1) employee's medical plan.

C. Effective April 1, 2018, the following plan design changes will be implemented.

1. Co-pay for office visits for Kaiser plans will be $10.00.

2. Co-pay for office visits for Blue Shield HMO plan will be $10.00.

3. Prescription coverage for Kaiser plan will be $10.00 generic; $15.00 name brand; $30.00 non-formulary; 30-day supply for retail; 90-day supply for mail order with two co-payments.

4. Emergency room services for all plans will be $100.00 per visit in addition to any applicable calendar year deductible. Co-pay will be waived if hospitalized.

D. Effective April 1, 2019, the following plan design changes will be implemented.

1. Calendar year deductibles for Blue Shield PPO plan will be $250.00 per person/maximum $500.00 per family.

2. Out of pocket limits for all plans will be $2,000 per person/maximum $4,000 per family.

E. A District employee who chooses to be covered as a dependent under another District employee's plan rather than opting for coverage as a primary beneficiary, will receive an in–lieu payment equivalent to 50% of the cost of the least expensive single coverage plan, which is taxable income.

F. Such District employees are eligible to enroll in any plan in the event one (1) spouse or partner leaves the District, or a change in their martial/partnership status occurs.

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

Section 3. Vision Care

The District agrees to continue the Vision Service Plan vision care coverage for employees and dependents enrolled in the Blue Shield medical plan, and pay the premium thereof, including any increases in the cost of premiums which may occur during the term of this MOU. Employees enrolled in the Kaiser medical plan will receive vision care coverage as part of their medical plan, subject to premium sharing pursuant to Section 2 A above.

Section 4. Dental

A. The District agrees to continue the Delta Dental Plan of California dental coverage for employees and dependents enrolled in the Blue Shield medical plan and pay the premium thereof, including any increases in the cost of premiums which may occur during the terms of this MOU. Employees enrolled in the Kaiser medical plan will receive vision care coverage as part of their medical plan, subject to premium sharing pursuant to Section 2 A above.

B. The benefits of the District–paid Delta Dental Plan of California will have the basic dental coverage benefit of $2,000 per each eligible employee and each dependent per year, and the lifetime orthodontic benefit of $1,500 per each eligible employee and each dependent.

Section 5. Life Insurance

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

Section 6. Disability Insurance

A. The District provides basic Short–Term Disability (STD) and Long–Term Disability (LTD) insurance which provides a benefit of 66 2/3% up to the first $9,000 in monthly base pay. For STD, benefits start after the fourteen (14) day elimination period and are paid on a weekly basis. If necessary, STD may transition into LTD after 180 days of disability and then paid on a monthly basis.

B. Employees who have a gross salary of more than $9,000 per month are eligible to purchase supplemental STD/LTD coverage up to a maximum of $18,000 in monthly salary.

Section 7. Personal Accidental Death and Dismemberment

The District agrees to make AD&D group insurance available to employees at no cost to the District.

Section 8. Part–Time Classified Employee 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 forty (40) hours per pay period, and participate in the California Public Employees' Retirement System (PERS) are entitled to receive the following benefits on the same terms as full time regular District employees: medical, vision care, dental, life insurance, and 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 personal AD&D 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.

ARTICLE 6. PENSION BENEFITS

Section 1. PERS Pension

A. The District will continue to participate in the California Public Employees' Retirement System (PERS) with benefits as currently provided at the 2.5% @ 55 Formula Benefit Level for employees hired prior to March 19, 2012. Employees hired March 19, 2012 or thereafter, will participate in PERS with benefits provided in the contract with PERS at the 2% @ 60 Formula Benefit Level. Employees hired January 1, 2013 or thereafter who qualify as new members of PERS will be placed in the PEPRA PERS formula of 2.0% @ 62 (2.5% @ 67). All pension benefits are subject to the provisions of the contract with PERS, as amended from time to time, the terms of which are incorporated by reference as if fully set forth herein.

B. Employees participating in the PERS 2.5% @ 55 formula and the PERS 2.0% @ 60 formula (Classic) will pay the following contributions towards their pension benefits. These deductions will be pre-tax to the extent allowable by law:

Effective Date of Employee Contributions	Classic Employee Contribution Rate
Effective the first full pay period in July of 2018	9.5%
Effective the first full pay period in July of 2019	10.0%
Effective the first full pay period in July of 2020	10.5%
Effective the first full pay period in July of 2021	11.0%

C. Employees participating in the PEPRA PERS formula of 2.0% @ 62 (2.5% @ 67) will pay the following contributions toward their pension benefits. These deductions will be pre-tax to the extend allowable by law:

Effective Date of Employee Contributions	PEPRA Employee Contribution Rate
Effective the first full pay period in July of 2018	50% of total normal cost as determined by CalPERS plus an additional 0.5%.
Effective the first full pay period in July of 2019	50% of total normal cost as determined by CalPERS plus an additional 1.0%.
Effective the first full pay period in July of 2020	50% of total normal cost as determined by CalPERS plus an additional 1.5%.

Effective the first full pay period in July of 2021	50% of total normal cost as determined by CalPERS plus an additional 2.0%.

D. 50% of the total normal cost as determined by the CalPERS Annual Valuation Report. Currently, 50% of the total normal cost is 6.75%. The next valuation that may change this rate is expected to be effective July 1, 2015. These deductions will be pre–tax.

E. 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.

F. The PERS Retirement Plan will include Post Retirement Survivor Continuance and Retirement Credit for Unused Sick Leave for the 2.5% @ 55 plan.

G. The employee survivor benefits will be Level 4 as specified in the 1959 Survivor Benefits Report of the PERS for the 2.5% @ 55 plan.

H. The PERS Retirement Plan Final Compensation will be calculated by using the average monthly rate over the highest consecutive twelve (12) month period for the 2.5% @ 55 plan. The PERS Retirement Plan Final Compensation for the 2% @ 60 plan will be calculated by using the average monthly rate over the highest consecutive thirty–six (36) month period. The PERS Retirement Plan Final Compensation for the PEPRA PERS plan of 2.0% @ 62 (2.5% @ 67) will be calculated by using the average monthly rate over the highest consecutive thirty–six (36) month period.

I. The District will continue implementing the provisions of Internal Revenue Code 414(h) (2) which allows the employee's salary to be reduced by the amount of the employee's retirement contribution only for the purposes of computing Federal and State income tax. The employee PERS contribution will be taken against the actual base salary prior to reduction for taxation purposes.

Section 2. Retiree Health Benefits

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

B. Eligibility requirements for retiree medical coverage are as follows:

5. Eligible retirees hired prior to March 1, 2007:

   a. Eligible retirees with a minimum of ten (10) years (20,800 hours) of continuous District service will receive medical coverage.

   b. Eligible retirees with a minimum of fifteen (15) years (31,200 hours) of continuous District service will receive medical coverage for the employee plus one eligible dependent.

6. Eligible retirees hired on or after March 1, 2007:

a. An employee retiring with fifteen (15) years (31,200 hours) of continuous service will receive medical coverage.

b. An employee retiring with twenty (20) years (41,600 hours) or more years of continuous service will receive medical coverage for the employee plus one eligible dependent.

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

D. Retirees who live outside the Kaiser service area will not be permitted to enroll in the Kaiser plan.

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

F. 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.

G. 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.

H. Any other surviving eligible dependents that were on the plan at the time of the retiree's death have the option to continue coverage by paying the premium to the District. New or additional dependents cannot be added after the retiree's death.

1. An eligible District retiree is defined as:

a. An employee who retired from the District on and after July 1, 1988 and is eligible for PERS service retirement (age fifty (50) or over with a minimum of five (5) years of PERS service credit); and

b. An employee with a minimum of ten (10) years (20,800 hours) of continuous District service; or

c. An employee with a minimum of five (5) years (10,400 hours) of continuous District service who is eligible for PERS disability retirement.

I. It is understood that, by entering into this MOU, neither party waives any legal rights, including the Society's or an employee's right to assert that retiree health benefits are vested, or what the vested benefit constitutes, as to employees working or who retired at any point between 12/30/2006 and 12/31/2011.

J. The retiree health benefits provided to eligible District retirees will be the same health benefits that the District provides its active regular full time employees. Except as noted below, retiree premium sharing will be based on the premium sharing percentage required of active employees on the same premium amounts that apply to the medical plans for active employees, or retiree rates, whichever is less. Retiree premium sharing shall not apply to employees hired by the District prior to December 30, 2006.

Section 3. Medicare Enrollment

As of August 1, 2007, all current retirees not yet sixty–five (65) years of age and Medicare eligible and all future retirees who are Medicare eligible, must enroll themselves in Medicare when they reach the eligibility date for Medicare (presently at age 65). Their Medicare eligible dependents, who are enrolled in the District's health plan, must also enroll in Medicare upon their eligibility date. Failure to enroll in Medicare Part B will result in termination of retiree medical benefits. The District will reimburse the on–going 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 frequently than quarterly. The District will also include this assumption in conducting its actuarial analysis to estimate the impact on reducing the unfunded liability.

Section 4. Deferred Compensation

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

B. The Society will have the right to representation on the District's deferred compensation committee.

C. The District agrees to match up to the first twelve hundred ($1,200) dollars contributed in a calendar year by an employee to a District approved deferred compensation plan.

D. The District will amend the current 401(a) plan to allow employees in this bargaining unit to participate, consistent with the plan requirements.

ARTICLE 7. PAID LEAVES

Section 1. Holidays

A. Employees will have the following paid holidays:

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

B. Every day, subject to prior approval by the District Board of Directors, appointed by the President of the United States or the Governor of California for a public fast, thanksgiving, or holiday.

C. Holidays falling on Saturday are observed on the preceding Friday. Holidays falling on Sunday are observed on the following Monday. Holidays falling during periods of paid leave, such as vacation or sick leave shall not be deducted from the accumulated leave time. Holidays falling on an employee's scheduled day off shall be added to the employee's vacation balance.

D. 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.

E. An employee must work or be on pre–authorized leave with pay the day immediately preceding and immediately following the holiday in order to be compensated for the holiday.

F. When the holiday falls on an employee's regular day off, the employee will have eight (8) hours of vacation added to his/her vacation balance. Regardless of the employee's scheduled work hours for that regular day off (e.g., 9 hours or 10 hours), only eight (8) hours of vacation is added to the existing vacation balance.

Section 2. Absence Notification

A. Employees must obtain advance approval for use of vacation, personal leave, compensatory time off or sick leave for cases other than an unanticipated disabling illness or injury or for the need to care for a family member who becomes ill or injured.

B. In circumstances where it is not possible to anticipate an absence and secure prior approval, the employee should notify his/her supervisor in a timely manner to report the absence. In most circumstances, the call should be made within one (1) hour of the scheduled starting time. Non–emergency medical appointments, sick leave, vacation, compensatory time off and personal leave are to be scheduled and approved sufficiently ahead of time so as to minimize the impact on unit operations.

C. The District shall not require an employee to give a reason as a condition for approving the use of vacation, compensatory time, or personal leave provided prior approval is requested.

D. Any unauthorized absence by an employee shall be deemed to be an absence without pay and will be grounds for disciplinary action by the Appointing Authority. Any employee who is absent for three (3) consecutive days or more without authorized leave shall be deemed to have resigned.

Section 3. Vacation

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

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

1. Is absent on full salary due to a work–related injury or illness; or

2. Is earning vacation while using sick leave due to an illness or injury; or

3. Is unable to take vacation because he/she as an employee of the District is responding to extreme emergencies such as fire, flood, or similar disaster.

B. The monetary value of accumulated vacation time will be paid to an employee whose employment is terminated with the District. In the event of termination due to death, the value of accumulated vacation time will be paid to an employee's beneficiary.

C. Whenever operationally practical, vacations will be scheduled for the time requested by the employee. In order to avoid undue disruption of work activities or to minimize conflicts with other employees' vacations, the unit manager may place seasonal or other restrictions on the use of vacation.

D. Supervisors may prepare a schedule of available vacation periods for each class in their organizational unit in relation to estimated workload. Each employee shall indicate, by order of preference, the vacation period desired. Supervisors shall review vacation requests and resolve any conflicts in favor of the employee with the most District seniority, provided, however, if an employee requests his/her vacation be taken in two (2) or more non–continuous vacation periods, such employee may exercise his/her seniority only for the first period of vacation.

E. An employee on vacation who becomes ill may request a conversion of vacation time used while ill to sick leave if such illness is supported by a written statement from a medical provider or if the employee was hospitalized for the illness or injury.

F. If an employee's requested vacation must be denied or cancelled due to operational reasons and for that reason the employee reaches the vacation accrual maximum, an exception of time will be granted before the vacation accrual maximum is enforced.

Section 4. Vacation Cash Out

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

Section 5. Personal Leave

A. Effective the first pay period of each fiscal year, employees in active status shall be credited twenty–four (24) hours of personal leave. Employees beginning District employment or returning from unpaid leave after that date shall have a prorated amount of personal leave credited to them, computed on a twenty–six (26) pay period basis.

B. Personal leave must be approved for use in advance by the employee's supervisor.

C. Personal leave shall not be accumulated from one (1) year to the next. Any personal leave remaining to the employee's credit at the end of the pay period prior to that pay period when the next year's personal leave is credited shall be lost.

Section 6. Sick Leave

A. Sick leave with pay will be accrued at the rate of 3.693 hours per pay period (96 hours/year). Unused sick leave may be accumulated without limit. The District may require substantiation of any sick leave when the employee has a demonstrable pattern of sick leave abuse or the supervisor has good reason to believe the absence was for an unauthorized reason. Sick leave for three (3) shifts in a row must be substantiated to the District with a note from an accredited attending physician or medical provider. Eligible uses of sick leave are:

1. The employee's illness or injury;

2. Medical or dental appointments for employees;

3. Providing care for a spouse, registered domestic partner, child, parent or other legal dependent of the employee pursuant to District Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA) and Pregnancy Disability Leave (PDL) (such care could include medical or dental appointments); or

4. Extending the term of an employee's bereavement leave for up to fourteen (14) consecutive calendar days per Section 10 of this Article 7.

B. The portion of sick leave that may be used to care for a child, parent, spouse, or registered domestic partner may not exceed eighty (80) hours in a calendar year. Upon approval from an employee's Deputy, the duration of sick leave used may be extended up to the employee's current accrued sick leave balance.

C. 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.

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

E. Upon retirement from the District, there are three options for payout/conversion of sick leave balances, provided that the employee has filed for a CalPERS retirement.

1. Option 1: Cash out up to 480 hours of sick leave at 50%. If applicable, remaining balance is converted to CalPERS for additional service credit.

2. Option 2: Convert all hours to CalPERS for additional service credit (e.g., balance is 600 hours which equates to an additional 75 days of CalPERS service time).

3. Option 3: Convert up to 480 hours of sick leave at 50% to Deferred Compensation. If applicable, remaining balance is converted to CalPERS for additional service credit.

F. Upon resignation with ten (10) or more years of service, or upon separation by layoff regardless of service, up to 480 hours of accrued sick leave shall be paid off at the rate of 25% of the cash value.

G. Other than as provided in E and F, above, all rights to sick leave shall be cancelled upon separation; provided however that:

1. If an employee resigns and is not entitled to a sick leave payoff and is reinstated or re–employed within one (1) year from the date of resignation, the employee shall have their former sick leave balances restored.

2. Employees receiving a sick leave payoff shall, if reinstated or employed within six (6) months, be required to repay the full amount of the sick leave payoff received and have their former sick leave balances restored. A written agreement for repayment in full must be made before reinstatement of re–employment.

Section 7. Sick Leave Conservation Program

A. The Society and the District, in an effort to provide employees with an incentive to conserve sick leave have agreed to the following:

1. ***Payoff Provision***

a. At the end of Pay Period 26 of each 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 eight (8) hour increments, to cash equal to the number of sick leave hours converted, multiplied by the employee's normal hourly rate. Employees in a part time status or on leave of absence during the eligibility period will have their hours pro–rated.

b. The employee must have been in paid status for the full twelve (12) month period.

c. Payment shall be made in Pay Period 06, following the eligibility period.

Section 8. Sick Leave Donation Program

A. ***Donor***

1. An employee shall be allowed to donate up to 200 hours of his/her sick leave to other employees in accordance with District Policy.

2. Sick leave donations will be on an "hour for hour" basis.

3. The number of sick leave hours donated by an employee will not be considered when determining the employee's eligibility for cashing out sick leave under the District's Sick Leave Conservation Program.

B. ***Recipient***

1. Must exhaust all of their own paid time off before donated time can be used.

2. Must be on an approved medical leave of absence lasting more than thirty (30) calendar days.

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

4. Employees on medical leave of absence who have received vacation/sick donation hours will not be considered in an unpaid status until complete exhaustion of their accrued time and all donated hours.

Section 9. Bereavement Leave

In the event of death in an employee's immediate family (parent including in–law, grandparent, spouse, child including grandchild, sibling including in–law or other permanent member of the employee's immediate household or any person sharing a comparable relationship resulting from marriage or a registered domestic partner relationship), the employee shall be granted bereavement leave not to exceed three (3) days. Additional time may be charged to sick leave for a total leave (i.e., bereavement plus sick leave), not to exceed fourteen (14) consecutive calendar days. For example, an employee takes the maximum total leave period of fourteen (14) consecutive calendar days. Of those fourteen (14) consecutive calendar days, nine (9) are working days and five (5) are non–working days. The first three (3) of the nine working days will be charged as bereavement leave, while the fourth (4th), fifth (5th), sixth (6th), seventh (7th), eighth (8th) and ninth (9th) working days will be charged as sick leave. The non–working days are not charged to any leave.

Section 10. Jury/Witness Leave

A. Any employee who is subpoenaed as a witness is entitled to his/her regular pay while serving as a subpoenaed witness, where the underlying action is one in which the District or a District employee (in his or her official capacity) is a party, or where the witness is being called regarding an event or transaction in which he or she perceived or investigated in the course of his or her duties. The employee shall provide the District with any funds received for said appearance from the party issuing the subpoena.

B. Any employee summoned to appear for jury service is entitled to his/her regular pay while on jury duty. The employee must sign the Juror Fee Waiver Form per the California Code of Civil Procedure, Section 215, which states that a juror who is employed by a government entity and receives regular salary and benefits while on jury duty must waive the daily juror fee.

C. Employees working evening or night shifts shall be entitled to release time from their own work schedule for the number of hours spent on jury duty during the day.

Section 11. Military Leave

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

Section 12. Industrial Injury Leave

A. When an employee is unable to perform assigned duties by reason of sickness or disability, as defined in the Workers' Compensation Act of the State of California, the employee is eligible to receive the regular salary for eighty (80) hours of such disability, conditioned upon the use of a District–designated medical provider for the duration of the services needed for the care of the employee, without loss of sick leave and/or vacation benefits. This benefit may be referred to in this section as "Code 30" benefits.

    1. If the employee uses a District–designated medical provider, the industrial accident leave compensation is a maximum of eighty (80) hours.

2. If the employee uses their own medical provider, such provider must be pre-designated prior to the injury meeting the requirements of the workers' compensation statute, and the industrial accident compensation is a maximum of forty (40) hours.

3. If the employee starts treatment with the District–designated medical provider and after thirty (30) days chooses to treat with an out–of–network physician, the maximum compensation will be forty (40) hours. Any excess hours used beyond forty (40) hours will be reimbursed to the District.

4. The eighty (80) or forty (40) hours must only be used for time off related to the industrial injury for which the hours are assigned. Examples of legitimate use include, doctor's appointments, physical therapy appointments, meetings with investigators, and Temporary Total Disability (TTD). Time off that is not authorized by a physician will not be eligible for this benefit.

5. At the end of this leave (depletion of 40 or 80 hours) and if unable to return to work, the employee will elect whether to receive payment of any accumulated sick, vacation, or other earned leave benefits, or to receive workers' compensation temporary disability payments.

6. If the employee elects to receive payment of any accumulated sick, vacation or their earned leave benefits, any TTD for this period is assigned to the District.

7. Code 30 benefits will be in effect for six (6) months from date of injury regardless of the number of hours actually used.

8. Alternatively, up to ten (10) hours of Code 30 benefits may be authorized for a "first aid only" work related injury contingent upon an objective medical evaluation to determine whether the incident is industrial in causation. Must be "As a Result of Employment" or "In the Course of Employment" to qualify as industrial. Use of this time will be at the discretion of the unit manager, in consultation with the first level Deputy and the workers' compensation administrator.

9. The employee is responsible to ensure that he/she does not exceed the hours expressed in this section. Excess payments resulting from Code 30 benefits and regular payroll must be reimbursed by the employee to the District on a dollar per dollar basis.

10. If for any reason the claim is denied, these benefits cease.

Section 13. Part Time Classified Employee Paid Leaves

A. The following paid leave benefits are accrued on a prorated basis: Holidays, Vacation, Sick Leave, and Personal Leave.

B. Proration of paid leave benefits will be based on the established percentage of a full eighty (80) hour per pay period the employee is approved to work (e.g., 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 hourly schedule as long as a minimum of forty (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 forty (40) hours per week.

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

1. Jury/Witness leave—employees will be compensated for those hours that fall within their regular specified work hours, provided that the fees for such service are deposited into District funds.

2. Bereavement leave—employees will be compensated for those hours that fall within their regular specified work hours.

3. Military leave—will be as provided for in the California Military and Veteran's Code.

Section 14. Exempt Leave

Exempt leave of 20 hours annually shall be credited to each exempt employee of the Engineers Society, effective the first pay period in July of each year.

ARTICLE 8. LEAVES OF ABSENCE

Section 1. General Provisions

A. The District will provide leave of absence as required by law under the Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL).

B. A leave of absence starts on the first scheduled work day on which the employee is absent from work.

C. A leave of absence may be revoked upon evidence that the cause for granting it was misrepresented or has ceased to exist.

D. Leave of absence without pay will not be considered as service time in determining eligibility for vacation, sick leave, salary increases, or other circumstances where service is a factor unless expressly required by law.

E. Leave of absence without pay shall not be credited toward the completion of the employee's probationary period.

F. Person(s) responsible for approving leaves of absence shall approve such leaves in a consistent and equitable manner.

G. District contributions toward insurance premiums will continue for the first twelve (12) months of a leave of absence, or as otherwise required by FMLA, ACA, ADA and/or CFRA. Employees on a leave of absence lasting longer than twelve (12) months may have their coverage extended, as required by law.

H. Once an employee is no longer eligible to receive the District's contributions to their insurance premium, the District shall offer COBRA for continuation of benefits at the employee's expense.

Section 2. Medical Leave of Absence

A. All medical leave of absence for an employee's own medical condition not to exceed six (6) months may be granted by the employee's first level manager. An extension not to exceed six (6) months may be approved by the Deputy or designee. An additional extension not to exceed six (6) months may be approved by the Chief.

B. Appropriate medical documentation must be provided.

C. All or a portion of a medical leave of absence will be designated as FMLA and/or CFRA as applicable.

D. An employee is required to utilize all available sick leave for the duration of the medical leave of absence or until exhausted. Use of other accrued time may be used at the employee's option.

E. An employee on medical leave of absence who has received vacation/sick leave donation hours will not be considered in an unpaid status until complete exhaustion of their accrued time and all donated hours.

F. An employee taking a medical leave of absence must provide a District approved medical provider's release upon return to work.

G. Intermittent medical leave of absence will be granted up to the equivalent of FMLA or CFRA requirement.

H. Upon return to work, an employee on medical leave shall be reinstated to his/her former or a comparable level position.

Section 3. Family Care Leave of Absence

A. A family care leave of absence to care for an immediate family member (spouse/registered domestic partner, child or parent) not to exceed six (6) months may be granted by the employee's first level manager. An extension not to exceed six (6) months may be approved by the Deputy or designee. An additional extension not to exceed six (6) months may be approved by the Chief.

B. Appropriate medical documentation must be provided.

C. All or a portion of a family care leave of absence may be designated as FMLA and/or CFRA as applicable.

D. An employee is required to utilize all available sick leave for the duration of the family care leave or until exhausted. Use of other accrued time may be used at the employee's option.

E. Intermittent family care leave of absence will be granted up to the equivalent of FMLA and/or CFRA requirement.

F. Upon return to work, an employee on family care leave shall be reinstated to his/her former or a comparable position.

Section 4. Parental Leave

A. An employee may be granted a parental leave of absence not to exceed six (6) months (or as required by law) by the employee's first level manager for disability related to the birth of the employee's child, for the employee to bond with his/her newborn child; or for the placement of a child with an employee for adoption or foster care of a child.

B. All or a portion of parental leave of absence will be designated as FMLA, CFRA and/or PDL as applicable.

C. An employee is required to utilize all available sick leave during the period of disability of the parental leave of absence Use of other accrued time may be used at the employee's option.

D. Upon return to work, an employee on parental leave shall be reinstated to his/her former or a comparable level position.

Section 5. Personal Leave of Absence

A. A personal leave of absence not to exceed six (6) months may be granted by an employee's Deputy or designee for urgent or substantial personal reasons. Personal leave of absence may be extended by the Chief for a further period of not to exceed six (6) months for exceptional circumstances.

B. An employee on a personal leave of absence are required to exhaust accrued time per applicable MOU provisions. Sick leave cannot be utilized during a personal leave of absence.

Section 6. Educational Leave of Absence

A. A three (3) month leave of absence may be granted for educational or training purposes when the Chief determines that such training or education is of obvious and direct benefit to the District, is not locally available during the employee's non–working hours, and it can be shown that the employee's absence will not unduly affect the work of that employee's unit of assignment. Such leave may be extended for additional three (3) month intervals not to exceed an aggregate leave of one (1) year.

B. An employee on an educational leave of absence is required to exhaust accrued time per applicable MOU provisions. Sick leave cannot be utilized during an educational leave of absence.

ARTICLE 9. REIMBURSEMENTS

Section 1. Tuition Reimbursement

A. The Society and the District agree that it is in the best interest of both, for not only the employee to initiate but the District to provide, training and other opportunities to further facilitate an employee's career development.

B. In accordance with District policy, an employee 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.

C. Upon approval of a course, and completion with a passing grade of C or better (Pass in the cases where only Pass/Fail is given) the employee will be reimbursed the cost of the tuition and other costs such as laboratory fees and assigned textbooks. Total tuition reimbursement shall not exceed $2,500 in a fiscal year. No unpaid balances over the maximum will be carried forward to the next fiscal year.

D. Courses must be given by an accredited institution.

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

A. ES classifications are eligible for professional reimbursement in the amount of $600.00 per year. To receive payment, the employee must provide a receipt for reimbursement. The money must be spent on professional associations, conferences, subscriptions, professional licenses not covered under Section 2 B below, meetings, or other reference materials relating to the employee's area of responsibility and approved by their manager. Requests will not be unreasonably denied.

B. For all Society members, the District will reimburse the fees for one (1) required professional license or certificate.

C. During the course of this MOU, if the District or legal requirements require the employee to hold 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. Safety Shoes/Glasses

A. All safety equipment provided by the District must meet CAL/OSHA standards where a CAL/OSHA standard has been adopted. The District procedure “Personal Protective Equipment” will be applied during the term of this MOU.

B. All employees are required to wear footwear appropriate to duties of their class. Employees whose job duties require safety shoes, will be reimbursed up to one–hundred eighty–one dollars and zero cents ($181.00) of the cost of safety shoes once yearly (calculated from the date of purchase), provided the shoes meet safety standards which are approved by the District and are purchased pursuant to the “Personal Protective Equipment” procedure. In addition, safety shoes for which the District has reimbursed the employee must be worn on the job.

C. The District shall reimburse up to one–hundred sixty–eight dollars and zero cents ($168.00) contribution for prescription safety glasses for those employees whose job duties are found to require such equipment. Prescription glasses must be purchased pursuant to the “Personal Protective Equipment” procedure.

Section 5. Travel and Subsistence Policy

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

ARTICLE 10. HIRING/EMPLOYMENT

Section 1. Hiring Process Policy and Procedures

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

Section 2. Physical Examination

A. Prior to the appointment or within a reasonable period following appointment to a different class as a result of promotion, demotion, transfer or reclass, the appointee may be required by the District, at the expense of the District, to undergo a medical examination to determine the employee's medical fitness for the position.

B. The District may require an employee to undergo a physical examination, at the expense of the District, to determine the employee's fitness for the currently assigned position.

C. The common understanding of physical examination includes both physical and psychological examinations/assessments in determining an employee's fitness for duty. The District will notify the employee and the bargaining unit that a physical examination will be required to determine the employee's fitness for duty.

Section 3. Rotation

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

B. Rotation is mandatory for employees appointed at the Assistant I classes. The rotation, for the Assistant I class, should occur after completion of probation and before attainment of Assistant II class.

Section 4. Administrative Reassignment

A. The District may administratively reassign employees.

B. The District and Society have agreed that administrative reassignments may be implemented at the request of an employee or District management and at the sole discretion of the appropriate Appointing Authority under the following conditions:

1. An employee may request a reassignment at any time. The District may, at its sole discretion, grant a reassignment provided a position is available;

2. Employee requesting administrative reassignment must have completed their probationary period;

3. Employee requested administrative reassignment shall not be permitted more than once in a two (2) year period;

4. The employee(s) meet the minimum qualifications of the class to which the employee is transferred or will be provided appropriate training; and

5. The employee will be compensated at the new administrative reassigned class, upon meeting the minimum qualifications except for employees reassigned to a class with a lower salary range, in which the employee's salary will be frozen at the former rate.

ARTICLE 11. EMPLOYEE PERFORMANCE/EVALUATION

Section 1. Personnel Records

A. The District may maintain such personnel records of an individual employee as is deemed necessary. Personnel records may be viewed by the employee's Appointing Authority, potential Appointing Authority, performance evaluation rater, and reviewers and Human Resources Division staff only. Further, an employee, or the employee's authorized representative, may view the employee's personnel record at any time with written consent by the employee.

B. Documents relating to an employee's performance or evaluations placed in his/her personnel file shall be provided to the affected employee. Material placed in a personnel file which affects an employee's work record negatively may be removed by the District upon petition from the employee and upon evidence that the incident or cause outlined in the material has not recurred and has been on file for a period of not less than two (2) years, except an employee who has received a notice of disciplinary action which was appealed successfully shall have the notice removed from his/her file immediately after the successful appeal and upon request of the employee.

C. Evaluations shall not be removed from an employee's file.

Section 2. Employee Performance Evaluations

A. General: An employee's performance shall be evaluated based on criteria as set forth in the Employee Development and Performance Program (EDPP).

B. Mid–year and annual evaluations shall be considered in matters of transfer, promotion, salary increase, demotion, dismissal, and other personnel actions. Evaluations shall be placed in the employee's personnel record. In the event the employee's performance falls below acceptable standards, the employee shall be notified in writing including suggestions for corrective action. The union will be notified when an employee is going to be placed on a Performance Improvement Plan (PIP) prior to the meeting with the employee to present the PIP.

C. Denial of Step Increase: An overall annual evaluation rating of "Needs Improvement" will result in the denial of a step increase until the employee's overall performance is rated at least "Achieved" in a future evaluation.

D. Appeals Process: Evaluations are not grievable through the grievance procedure. An employee may attach a response to their evaluation, which will be placed in their personnel file. Only evaluations that receive an overall rating of "Needs Improvement" or "Unsatisfactory" may be appealed.

1. To appeal an evaluation, including a decision that denies a step increase, the following process will be used:

    a. Employee completes an Appeals form which can be accessed on the District's Labor Relations Intranet site.

b. Employee files the completed Appeals Form with their First Level Unclassified Manager (or one level above if the rater is an Unclassified Manager) within 15 working days from receipt of the evaluation.

c. Submit a copy of the completed Appeals Form with the Labor Relations Unit also within 15 working days from receipt of the evaluation.

d. After submitting an appeal, a meeting with the Unclassified Manager to discuss the evaluation will be scheduled.

e. The Unclassified Manager will either affirm or revise the rating. The decision by the Unclassified Manager regarding the appeal shall generally be made in writing within fifteen (15) working days from the Unclassified Manager's receipt of the appeal, depending on the complexity and detail level of the case.

f. Evaluations that are revised as a result of an appeal are not appealable. Evaluations are not subject to the grievance procedure. Decisions by the Unclassified Manager are final.

Section 3. Probation

A. It is the policy of the District that all new hires, promotions, reclassifications and administrative transfers shall have a probationary period, except as noted below.

B. The standard probationary period for all classified positions is twelve (12) months or 2,080 hours. Prior to the expiration of the 2,080 hour probationary period, an initial probationary employee may be released from District service at any time. Such rejection is not a disciplinary action and may not be grieved.

C. An employee who has already passed their initial probationary period and is appointed, promoted, or demoted to another classification (excluding flexibly staffed classes), must satisfactorily complete a probationary period of twelve (12) months or 2,080 hours. An employee serving a promotional probationary period may be returned to their former classification if it is determined by the Appointing Authority that the employee is not passing their probationary period. Such rejection is not a disciplinary action and may not be grieved.

D. Employees who have already passed their initial probationary period and are reclassified to a new class who are found by the District to have been performing the duties of the new class for at least twelve (12) months or 2,080 hours, will not be placed in a probationary status.

E. In addition, an employee who is administratively transferred or competitively promotes from a position in one class to another position in the same class does not need to complete a probationary period unless the initial probationary period has not been concluded or it is requested by the Appointing Authority. In cases where the administrative transfer is management initiated, the employee will not need to complete a probationary period.

F. New Hires or Initial Probationary Employees shall have all rights under this MOU, except in cases of suspension, demotion, or termination, or as specifically excluded.

ARTICLE 12. CLASSIFICATION

Section 1. Overview

A. The Society and the District recognize the need to conduct class studies due to changes in business needs and/or workforce strategy, and the need to conduct periodic maintenance of the class system.

B. The Society recognizes the right of the District to establish new job classes and job descriptions and to amend existing class specifications and job descriptions to reflect changes in assigned duties and responsibilities. In the event a substantial change is made in the specification or job description of a class represented by the Society, the District will provide the Society with notice of such changes and the salary for the class. The Society will have fifteen (15) working days from such notice to request a meeting to consult with the District on said changes. If requested by the Society, the parties shall meet and confer on the salary for the class as soon as practicable after the request is received. Establishment of the salary is not subject to the grievance process as contained in this contract.

C. At the request of the District, the parties agree to meet and confer over District proposed changes to this article.

Section 2. Maintenance of the Classification Process

A. Desk audits may be required as a result of business need changes or as a result of a reassignment. In these cases, management may initiate a desk audit of the change in business or reassignment conditions.

B. Every effort should be made by the manager to review the body of work before assigning the work to staff. Management will work with the Classification Unit to determine whether the body of work will require a higher or different class.

C. If the body of work is determined to be a higher or different class through the body of work review, the manager can determine staffing mechanisms (e.g., out–of–class, remove the duties, unmet needs allocation, etc.).

ARTICLE 13. DISCIPLINE PROCESS

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

Section 1. Right to Representation

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

Section 2. Examples of Employee Misconduct

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

Section 3. Progressive Discipline

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

Section 4. Disciplinary Actions

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

Section 5. Pre–Disciplinary Procedure

A. An employee who will be investigated for possible misconduct by the Labor Relations Unit shall be notified by management within fifteen (15) working days of the start of the formal disciplinary investigation by the Labor Relations Unit. Management shall make every effort to complete the investigation within sixty (60) working days. If the investigation will take longer to complete, management shall update the employee and the Society every thirty (30) calendar days until the investigation is completed. The time limits identified in this section are not grievable.

B. Following the completion of the employer's formal disciplinary investigation where formal discipline (demotion, suspension, or termination) is being recommended, the appropriate authority shall prepare a written Notice of Recommended Disciplinary Action to be served on the employee in person or by registered mail. A copy will be sent to the

Society and Labor Relations Unit. No written Notice of Recommended Disciplinary Action shall be required for informal discipline (counseling, oral and written reprimands).

C. For matters of formal discipline (demotion, suspension, or termination), the appropriate level of authority for preparing such recommended discipline shall be the Appointing Authority or designee in consultation with the Labor Relations Unit. For all informal disciplinary matters (counseling, oral and written reprimands), the appropriate level of authority for preparing such recommended discipline shall be the applicable manager in consultation with the Labor Relations Unit.

D. The written Notice of Recommended Disciplinary Action shall state the specific grounds and facts upon which the action is based and will be provided to the employee, Society, and the Labor Relations Unit.

E. Copies of any known materials, reports, or other documents upon which the intended action is based shall be served with the written Notice of Recommended Disciplinary Action and copies shall be provided to the employee, Society, and the Labor Relations Unit.

F. Employee shall be accorded the right to respond in writing to the written Notice of Recommended Disciplinary Action, and any such written response shall be served by employee within fifteen (15) working days from the District's service of the Written Notice of Recommended Disciplinary Action. A copy of any such written response will be provided to the Society.

G. For matters of formal discipline (suspension, demotion, termination), within fifteen (15) working days of receipt of the written Notice of Recommended Disciplinary Action, employee shall be accorded the right to request a Skelly Hearing with the Appointing Authority. The Appointing Authority shall designate a Skelly Hearing Officer 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 Society and the Labor Relations Unit. The Skelly Hearing will be scheduled and held as soon as practicable after receipt of the request.

H. Following the Skelly Hearing, the appropriate Appointing Authority shall issue the notice of Final Disciplinary Action, including the effective date of any discipline to be imposed. The notice is to include the Hearing Officers' decision as an attachment.

I. At any time in the discipline process the failure of the Society to adhere to the time limits set forth in the MOU shall cause forfeiture for their case.

J. Adverse entries in the employee's record more than three (3) years old shall not be admitted into evidence or considered to support the charges at any level of the grievance or arbitration procedures. The three (3) year limitation will not apply to previous disciplinary actions related to egregious conduct such as harassment (including sexual harassment), retaliation, potential criminal activity, violence, willful destruction of property, or potential injury to the employee or others.

Section 6. Counseling

A. Manager/supervisor shall advise an employee as early as possible when it is determined that their performance or conduct is approaching an unacceptable level.

B. Counseling should be done by the employee's manager/supervisor. The counseling session should be an open, two–way conversation, keeping in mind that the main objective is to improve the employee's performance and/or conduct.

C. During these sessions, a problem solving discussion should be held between the employee and the manager/supervisor and may include the Society with the employee being given an opportunity to state any circumstances which have affected their performance record. While such circumstances may not excuse the performance problems, the parties may find ways to eliminate them in the future.

D. Specific details and examples should be developed for an action plan. Follow–up and follow–through timelines should also be established if applicable.

E. The manager/supervisor must establish and maintain appropriate documentation.

Section 7. Oral Reprimand

A. The manager/supervisor should advise the employee what specific behavior is unacceptable, what is expected and what will happen if improvement does not occur or if conduct continues. At this stage, the employee is being put on notice that a failure to correct the problem will lead to further progressive disciplinary action. The manager/supervisor must fully document the oral reprimand including the matter discussed and any agreed upon remedial measures.

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

C. The manager/supervisor must establish and maintain appropriate documentation.

Section 8. Written Reprimand

A. If the employee has previously been counseled or orally reprimanded, or if the situation warrants this as a first level discipline, a written reprimand must be completed.

B. The written reprimand should refer to any previous counseling and/or oral reprimand and should include a statement that will put the employee on notice that a failure to correct the problem will lead to further progressive disciplinary action. A copy of the written reprimand will be given to the employee and a copy will be placed in the employee's personnel file. A copy will also be provided to the Society and the Labor Relations Unit.

C. The written reprimand will include a statement indicating that the employee has received a copy and that the employee has the right to attach a written response. The written response must be submitted to the Labor Relations office within fifteen (15) working days from receipt of the written reprimand. The employee may also file an appeal of a

written reprimand with their first level Unclassified manager. The appeal must be submitted within fifteen (15) working days from receipt of the written reprimand.

Section 9. Administrative Leave

A. ***Notification***—If the District elects to place an employee on Paid Administrative Leave, the District shall notify both the employee and the Society. Paid Administrative Leave shall normally not exceed forty–five (45) working days. The notification shall include:

1. The reason why the employee was placed on Paid Administrative Leave.

2. The steps to be taken during the time the employee is on Paid Administrative Leave.

B. ***Leave Extension***—If Paid Administrative Leave needs to be extended beyond forty–five (45) working days, the District shall notify the employee and the Society in writing of the reasons for the change.

C. Within fifteen (15) working days after commencement of Paid Administrative Leave, both the employee and the Society will be notified in writing of the status of the case.

Section 10. Compulsory Leave

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

Section 11. Arbitration

A. Appeal of Final Disciplinary Action resulting in suspension, demotion, or discharge shall be through arbitration, but only with concurrence of the Society.

B. For matters of arbitration, the District and the Society agree to select an arbitrator from the following list:

Norm Brand
Andrea Dooley
Matt Goldberg
Catherine Harris
Ron Hoh
John Kagel

Carol Vendrillo
David S. Weinberg
Barry Winograd

Section 12. Arbitration Procedure

A. A written request to proceed to arbitration must be filed by the Society with the Deputy of Human Resources within fifteen (15) working days of the date of the notice of Final Disciplinary Action. A copy of the written request for arbitration will be provided to the Society and the Labor Relations Unit.

B. Within five (5) working days following the receipt of the request for arbitration, the parties shall confer to select the arbitrator from the agreed upon permanent panel of arbitrators. The obligation to strike the first name shall be determined by lot, and the parties shall alternately strike one name from the list until only one name remains, and that person shall be the arbitrator.

C. The hearing shall be scheduled as soon as possible, consistent with the arbitrator's schedule. A copy of the hearing notice will be provided to the Society, Deputy of Human Resources and the Labor Relations Unit.

D. It is recommended that the arbitrator render their decision within sixty (60) working days of the conclusion of the aforementioned hearing. The decision shall be in writing, and copies shall be directed to the Deputy of Human Resources or designee, the Society and the Labor Relations Unit.

E. The fees and expenses of the arbitrator shall be shared equally by the District and the Society, it being understood and agreed that all other expenses including, but not limited to, fees for non–District employee witnesses, transcripts, and similar costs incurred by the parties during the arbitration, will be the responsibility of the individual party involved.

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

G. Subject to the above, hearings shall be conducted in accordance with any additional rules and procedures adopted or specified by the Arbitrator, unless the parties hereto mutually agree to other rules or procedures for the conduct of such hearings.

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

Section 13. Probationary Employees

New employees hired to the District who are in the initial probationary period may be subject to release from District service and are not subject to review under any provisions of this MOU.

ARTICLE 14. GRIEVANCE PROCEDURE

The following procedure is established as a result of a mutual interest on the part of the District and the Society to settle grievances quickly and fairly. An employee 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 Society at any stage of the grievance procedure. At any point in the grievance process, the parties may agree to extend the timelines. The party's request for an extension must be in writing and will not be unreasonably denied by either party.

Section 1. Grievance Defined

A. A grievance is any dispute between the District and an employee or the Society concerning the interpretation or application of this MOU or rules or regulations governing personnel practices or working conditions within the scope of representation.

B. Matters excluded from the grievance process include, counseling, oral and written reprimands, performance improvement plans, evaluation process, release of an employee during their initial probationary period, hiring decisions, and items requiring capital expenditure. Written reprimands and performance evaluations are appealable to the next higher level of supervision.

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

Section 2. Informal Grievance Procedure

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

Section 3. Formal Grievance Procedure

A. *Step 1*. Within twenty (20) working days of the occurrence or discovery of an alleged grievance, the formal grievance procedure may be initiated by an employee or the Society filing an appropriate Notice of Grievance form with the Deputy of Human Resources or designee. A copy shall be provided to the Labor Relations Unit and the Society.

   1. A meeting with the employee, Society, Labor Relations Unit, applicable manager and other parties shall take place for the purpose of attempting to resolve and/or

clarify the issues of the grievance within fifteen (15) working days of receipt of the formal grievance.

2. The Deputy of Human Resources or designee shall issue a decision in writing within fifteen (15) working days of the formal grievance meeting. A copy shall be directed to the Society, grievant, applicable manager and Labor Relations Unit.

3. All steps of the grievance procedure shall be utilized unless the parties mutually agree to waive one or more steps. If the employee or the Society fails to process a grievance within the specified time limits, the grievance shall be deemed concluded on the basis of the last decision reached. If the District fails to respond within the specified time limits, the grievant may move to the next step, within the specified time limits. Time limits in this article may be extended if mutually agreed upon by the parties in writing.

B. *Step 2*. Within fifteen (15) working days of the Step 1 decision, the formal grievance procedure may be submitted to the Chief Operating Officer of Administrative Services (COOAS).

1. If agreed to by the parties involved, a meeting with the COOAS, Society and/or grievant, 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 COOAS or designee shall issue a decision within fifteen (15) working days after the termination of Step 2.

2. ***Decision/Recommendation***:

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

Section 4. Arbitration

If arbitration is requested, an arbitrator shall be selected from a permanent panel of arbitrators, as listed below:

Norm Brand
Andrea Dooley
Matt Goldberg
Catherine Harris
Ron Hoh
John Kagel
Carol Vendrillo
David S. Weinberg
Barry Winograd

Section 5. Arbitration Procedure

A. Within five (5) working days following the receipt of the request for arbitration, the parties shall confer to select the arbitrator from the agreed upon permanent panel of arbitrators. The obligation to strike the first name shall be determined by lot, and the parties shall alternately strike one (1) name from the list until only one (1) name remains, and that person shall be the arbitrator.

B. The hearing shall be scheduled as soon as possible, consistent with the arbitrator's schedule. A copy of the hearing notice will be provided to the Society, Deputy of Human Resources and the Labor Relations Unit.

C. It is recommended that the arbitrator render their decision within sixty (60) working days of the conclusion of the aforementioned hearing. The decision shall be in writing, and copies shall be directed to the Deputy of Human Resources or designee, the Society and the Labor Relations Unit.

D. The fees and expenses of the arbitrator shall be shared equally by the District and the Society, 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.

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

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

G. Arbitration shall be scheduled during normal District office hours, if possible. The grievant may attend the entire hearing during their regular working hours without loss of compensation. In the event of a grievance involving a group of employees, one (1) representative designated by the Society shall be authorized to attend the entire hearing without loss of compensation. Witnesses called by either party will be authorized to attend the hearing when active participation is required without loss of compensation. Any disputes concerning the definition of the grievance (Section 1) shall be resolved by the arbitrator.

Section 6. Duty of Arbitrator

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

ARTICLE 15. LAYOFF

Section 1. Reason for Layoff

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

Section 2. Definitions

A. For the purposes of this Article, the following definitions will apply:

1. *Class* means a position or group of positions, having duties and responsibilities sufficiently similar that (i) the same job title is used, (ii) the same qualifications may be required, and (iii) the same schedule of compensation is used.

2. *Lack of Funds* means the District has a current or projected deficiency of funding to maintain its current or sustain projected levels of staffing and operations.

3. *Layoff* means terminating a classified employee for non–disciplinary reasons due to lack of work, Retrenchment, or Lack of Funds.

4. *Probationary Employee* means a District employee in a funded classified position who has not successfully completed his/her probationary period.

5. *Regular Employee* means a District employee in a funded classified position who has successfully completed his or her probationary period.

6. *Reinstatement* means the reemployment of an employee who was laid off.

7. *Retrenchment* means the situation where the District deems that it has an excess of employees because of changed operational or economic circumstances.

8. *Series* means closely related Classes (for example: Office Specialist I, Office Specialist II, & Senior Office Specialist).

9. *Seniority* means continuous regular total District service time (not just by Class but by total service time at the District) in hours.

    a. Calculation of service time will exclude Leaves without Pay. Seniority will be retained but will not accrue during any period of leave without pay except authorized military leave.

10. Individuals in temporary assignments include: Temporary Workers, Intermittent Workers, Graduate Student Interns, Undergraduate Student Interns, Student Trainees and Unpaid Student Interns.

Section 3. Order of Layoff

A. The District will review and prioritize the vacant budgeted positions and the existing filled positions. All non–priority, vacant budgeted positions shall be eliminated prior to layoffs. Priority, vacant budgeted positions do not need to be filled prior to beginning layoffs.

B. Layoffs in a given class will be from all positions within that impacted Class or Classes in a particular work unit/division, based on total District Seniority.

C. Layoffs will affect positions in the following order:

1. Temporary Employees (individuals in temporary assignments)
2. Initial Probationary Employees
3. Regular Employees

D. Prior to a Layoff, the COOAS or designee will calculate the Seniority of each Regular Employee occupying the Class or Classes impacted by the Layoff. A list that identifies the Regular Employees included in Class or Classes impacted by the Layoff and their associated Seniority level will be prepared by the District and posted on the District Intranet. The District will work with the Society to ensure the accuracy of this list.

E. In the event a tie exists between two (2) or more Regular Employees having the same level of Seniority, the Regular Employee that worked the most hours as a temporary employee at the District will be deemed the more senior Regular Employee.

F. The COOAS in conjunction with the CEO and Chiefs will determine the Class or Classes and work unit/division(s) impacted by the Layoff.

G. In the event there are two (2) or more Regular Employees in the Class impacted by the Layoff, those Regular Employees having the lowest level of Seniority will be laid off first.

Section 4. Notice

A. When the District determines that a Layoff is necessary, it will notify in writing the affected Regular Employees and the Society at least forty–five (45) calendar days in advance of the effective date of Layoff. The District will offer to meet with the Society at least thirty (30) calendar days prior to the effective date of Layoff.

B. The notice of Layoff will include:

1. A statement that the Regular Employee's position is being eliminated due to the Layoff or he/she is being laid off due to another Regular Employee's exercise of his/her displacement rights.

2. The effective date of the Layoff.

3. The Seniority level of the Regular Employee as of the date of the notification.

4. A description of the Regular Employee's displacement rights.

5. A description of the Regular Employee's reinstatement rights.

6. A description of the Regular Employee's severance rights.

7. A description of the Regular Employee's right to receive assistance in pursuing outside employment opportunities by requesting a referral to an out–placement service firm for up to five (5) days of out–placement coaching and counseling service.

Section 5. Displacement (Bumping) Rights

A. A Regular Employee who will lose his/her position due to a layoff may elect to:

1. Displace an employee in the same class with less seniority; or

2. Bump to a lower class within the employee's current class series; or

3. Bump to a class within a series (not higher) in which the employee previously occupied and has more seniority than a Regular Employee in the class.

B. Because displacement by Seniority is a sequential operation, it is anticipated that the notices of Layoff will be furnished to Regular Employees at different times. Under no circumstances will the maximum salary level for the new position of Regular Employees bumping into a lower Class exceed the maximum salary level for the position they held before exercising their bumping rights.

Section 6. Reinstatement

A. Regular Employees who have been laid off from the District pursuant to this provision will have their name placed on a recall list in order of their Seniority for a period of twenty–four (24) months. In the event a budgeted vacant position becomes available, the Regular Employee who is still on the recall list with the most Seniority will be offered reinstatement into that budgeted vacant position, provided that such budgeted vacant position is in a Class the employee previously held and is qualified, as determined by management. The District will provide such offers of reinstatement in writing and send them via certified mail. The offer of reinstatement will expire fourteen (14) calendar days from the date it was sent by the District. Laid off Regular Employees who accept offers of reinstatement must report to work within fourteen (14) calendar days following the date of their acceptance. Failure to comply with these requirements will be deemed a rejection of the offer of reinstatement and result in the Regular Employee's name being removed from the recall list. All laid off Regular Employees are responsible for keeping the District's Human Resources office advised of their current mailing address.

B. Each Regular Employee who is reinstated will:

1. Be rehired at his/her last previously held pay step or in the case of a previously held position, the step closest to the step the employee held when laid off.

2. Have his/her accrued sick leave that was not cashed out, reinstated.

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

Section 7. Reassignment or Voluntary Demotion in Lieu of Layoff

A. The Society and District will meet at least thirty (30) days prior to the effective date of the Layoffs. Reasonable steps (including training) will be taken to assist Regular Employees to locate and apply for other budgeted vacant positions through the District hiring process in lieu of Layoffs, provided that this will not restrict the District's authority to reduce its force due to lack of work, Retrenchment, or Lack of Funds.

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

C. Any laid off Employee will be considered for any funded temporary position in his/her Class. The pay rate for the particular temporary position will be the same pay rate of the Regular Employee's former salary so long as that pay rate is within the maximum range for that temporary position.

Section 8. Severance Pay

A. Each Regular Employee with a minimum of five (5) continuous years of Seniority who is laid off due to a Layoff will receive severance compensation of: (i) five (5) workdays for each full year of Seniority; and (ii) 5/12th of a workday per month for a partial year of Seniority. For example, if a Regular Employee has five (5) years and six (6) months of Seniority, that Regular employee would receive severance compensation equal to 27.5 workdays of pay (i.e., 25 workdays for the full 5 years of Seniority, and 2.5 workdays for the 6 full months of Seniority).

B. Each workday of severance pay is equal to the Regular Employee's daily base pay at the time of Layoff, which will be exclusive of any premium pay, overtime pay, compensation time, differential pay, or on–call pay.

Section 9. Appeal

A. A dispute raised by a Regular Employee or the Society 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 Society chosen by the Regular Employee, and a third person agreed to by the District and the Society.

B. The notice of appeal will be in writing and filed with the District within ten (10) days of notification of Layoff. The Appeal Board will hear the appeal and render a majority opinion within ten (10) days of the hearing. The majority finding of the Appeal Board will be final and binding. Proceedings of the Appeal Board will be open to the Regular Employee, the Regular Employee's representative, the District's representative, and witnesses during the period of testimony. Any costs of the third member of the Appeal Board will be shared by the Society and the District.

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

ARTICLE 16. COLLABORATIVE EFFORTS

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

1. Labor Management Committee (LMC): The Committee shall meet at least quarterly, or upon the written request of either party, for the purpose of discussing matters of mutual concern. Grievances and adverse actions shall not be discussed at such meetings. Matters subject to the duty to bargain and not appropriately discussed in another forum such as the Safety Committee, may be discussed. However, the LMC shall not have the authority to add to, amend or modify this MOU.

2. Safety Committee: The District Employee Safety Committee reviews, discusses, and recommends action on safety issues that have not been resolved at the work site level, as well as safety issues that are broad in scope or complex in nature. This committee proactively looks for and eliminates safety hazards and responds to safety concerns that are brought forward by employees.

ARTICLE 17. PRACTICES, POLICIES, PROCEDURES

The District will continue the practice of including the Society in the review cycle for the issuance of new procedures or for making changes to existing procedures. For changes that impact the terms and conditions of employment of Society members, the District will meet and confer or meet and consult as appropriate with the Society.

ARTICLE 18. NON–DISCRIMINATION/HARASSMENT (GENERAL)

The Society and the District agree that there shall be no discrimination (except as allowed by law) against an employee because of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, religious creed (including religious dress and grooming practices), gender, national origin (including language use restrictions), ancestry, marital status, veteran status, sexual orientation, gender identity, gender expression, color, age (over 40), medical condition, parental status, pregnancy, the exercise of family and medical care leave rights, the exercise of pregnancy disability leave, political affiliation, physical disability (including HIV and AIDS), mental disability, or the request, exercise, or need for reasonable accommodation. Sexual harassment is a form of prohibited discrimination. Complaints of discrimination are encouraged to be brought to the attention of the Ethics and Equal Opportunity Program Administrator, supervisor or other manager.

ARTICLE 19. ACCOMMODATION OF DISABLED EMPLOYEES

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

ARTICLE 20. DRUG FREE WORKPLACE

To be administered in accordance with District Policies and Procedures.

ARTICLE 21. CONFLICT OF INTEREST

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

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

ARTICLE 22. 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 23. CONTRACTING OUT

Section 1. Sectional Privatization

The right to contract and subcontract are vested exclusively in the District; provided, however, if such contracting or subcontracting work would result in the layoff of an employee, the District shall give written notice to the Society and will meet within ten (10) working days of such notice to discuss alternatives to layoff proposed by the Society, if any.

ARTICLE 24. MISCELLANEOUS

Section 1. Full Agreement

It is understood this MOU represents a complete and final understanding on all negotiable issues between the District and the Society. This MOU supersedes all previous memoranda of understanding, Side Letters or Letters of Agreement between the District and the Society except as specifically referred to in this MOU. This MOU shall have precedence over all ordinances or rules covering any practice, subject or matter specifically referred to in this MOU to the extent they conflict with this MOU. All ordinances or rules covering any practice, subject or matter not specifically referred to in this MOU shall not be superseded, modified, or repealed by implication or otherwise by the provisions hereof. The parties, for the term of this MOU, 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 MOU even though such practice, subject or matter may not have been within the knowledge or contemplation of the parties at the time this MOU was negotiated and signed. In the event of any new practice, subject or matter arises during the term of this MOU and an action is proposed by the District, the Society 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 MOU 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 MOU shall not be affected thereby, and the parties shall enter into negotiations when requested by either party, for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 25. TERM

A. This MOU shall become effective January 1, 2018, and shall remain in effect through December 31, 2021, and from year to year thereafter unless either party serves written notice on the other of its desire to terminate this MOU or amend any provision thereof at least one hundred twenty (120) days prior to December 31st of any successive year.

REPRESENTING THE UNION

George Cook Date

Debra Butler Date

Marisela Garcia Date

Tracy Hemmeter Date

Stanley Young, IFPTE, Local 21 Date

REPRESENTING THE DISTRICT

Norma Camacho Date

Michael Baratz Date

Christopher Hakes Date

Laura Harbert Date

Emily Meeks Date

Dania Torres-Wong Date
Renne Sloan Holtzman Sakai