

## **PREAMBLE**

This Contract (hereinafter referred to as “Contract”) entered into by East Bay Municipal Utility District (hereinafter referred to as the “District”) and Local 2019, American Federation of State, County and Municipal Employees (AFSCME), (hereinafter referred to as the “Union”) has as its purpose the promotion of harmonious relations between the District and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

The provisions of this Contract supersede all previous Memoranda of Understanding between the parties. Where provisions of this Contract make necessary the adoption, amendment or revision of Civil Service Rules and/or Policy & Procedure Statements because of specific conflict or absence of coverage, such provisions shall be presented to District's Board of Directors in accordance with Article 32.3.

### **Article 1. RECOGNITION**

#### **1.1. Majority Representation.**

1.1.1. The District recognizes the Union as the majority representative of all permanent, probationary, limited-term (LT), temporary construction (TC), (intermittent) less than full-time and part-time employees (except Worker Trainees) within the class titles of the formally recognized units as enumerated in Appendix A, "Units/Class Titles/Salary Ranges", which are attached hereto and made a part hereof.

1.1.2. The District shall furnish the Union on a monthly basis with the name, classification and department number of each new employee hired for, or separated from, a permanent, limited-term, less than full-time (intermittent) temporary construction or part-time position within the foregoing units, and shall notify each said new employee of the District's recognition of the Union as the majority representative in said units.

#### **1.2. Representation of employees in limited-term and temporary construction appointments.**

1.2.1. The following applies to employees in LT and TC appointments in classifications represented by Local 2019.

1.2.1.1. Employees who have civil service status in a District classification and who are promoted or transferred employees continue to retain rights to a position in their former civil service classification when the "LT" or "TC" position is completed.

1.2.1.2. The District has the obligation to assign such employee back to a position in his/her former civil service classification. Ending LT or TC appointments shall not be grievable.

1.2.1.3. Employees currently in LT and TC appointments will be placed on the union's salary schedule at the step that is equal to their current salary.

- 1.2.1.4. No "LT" employee shall serve in that category for more than 4 years.
- 1.2.1.5. LT/TC employees with civil service status shall retain the benefits they were receiving at the time of acceptance of the LT/TC appointment. LT/TC employees without civil service status shall be provided all District benefits except retirement.
- 1.2.1.6. The District shall give reasonable notice of available "LT" or "TC" positions to be filled and shall, where qualifications are reasonably equal, give preference to District employees when filling such positions.
- 1.2.1.7. An employee who promotes or transfers to an "LT" or "TC" position shall, while in a "TC" or "LT" position, receive continuous service credit for purposes of this Contract, Article 6, Salaries, Article 12, Reduction in Force, and Article 15, Vacations.
- 1.2.1.8. LT and TC employees are subject to all contract provisions unless specifically restricted.

## **Article 2. AGENCY SHOP/DUES DEDUCTION**

**2.1. Eligibility/Exemptions.** All permanent, probationary, limited-term, temporary construction, less than full-time (intermittent) and part-time employees in the classifications listed in Appendix "A" shall, as a condition of continued employment, become members of the Union, or shall pay a service fee equal to the monthly dues of the Union. This agency shop agreement shall continue for as long as AFSCME Local 2019 remains the exclusive representative of the bargaining units listed in Appendix A.

### 2.1.1. Exemptions:

2.1.1.1. Any employee who is a member of a bona fide religious body or sect which has historically held conscientious objections to joining or financially supporting employee organizations shall not be required to join or financially support the Union as a condition of employment. Such employees shall be required, in lieu of periodic dues, initiation fees, or agency shop fees to pay an amount equal to the periodic dues, initiation fees or agency shop fees to a non-religious tax-exempt charity, three such organizations to be mutually agreed upon by the parties.

### 2.2. Compliance.

2.2.1. An employee in one of the classes included in Appendix A shall (and, in the case of a newly hired employee, within thirty (30) calendar days of employment) execute a payroll deduction authorization form furnished by the District, included in this MOU as attachment #1, and thereby become and remain a member in good standing in the Union; or execute a payroll deduction authorization form (Attachment #1), and thereby pay to the Union a service fee equal to the monthly dues of the Union; or in the case of employees who certify that they are members of a bona fide religion, body or sect which has historically held conscientious objections to

joining or financially supporting public employee organizations, pay sums equal to the service fee which is equal to the monthly dues of the Union.

2.2.2. If any current employee fails to authorize one of the above deductions, (or, in the case of a newly hired employee, within thirty (30) calendar days of hire into a classification covered by this Contract), the District shall deduct a service fee equal to the monthly dues of the Union from the employees' paycheck.

2.2.3. The District shall provide contact information in writing, regarding persons newly hired by the District into a Local 2019 represented classification, to the designated Union Official within seven (7) workdays of the employees official hire date.

### **2.3. Union Dues, and Service Fee, or Optional Union Contribution Deduction Checkoff .**

2.3.1. During the period AFSCME Local 2019 remains the exclusive representative of the bargaining units listed in Appendix A and to the extent the laws of the State of California permit and as provided in this Article, the District will deduct one month's current and periodic Union dues or service charge based upon a uniform dues schedule from the pay of each employee who has executed and delivered to the District a deduction authorization form, (Attachment 1) or who has deductions made from salary pursuant to Article 2.2.2.

2.3.2. When certifying membership dues or service charge the Union shall use the certification form, as furnished by the District and included in this MOU as Attachment #2.

2.3.3. Payroll deductions shall be made only from the pay due employees on the first payday of each calendar month; provided, however, the initial deduction for any employee shall not begin unless both (1) a properly executed "Payroll Deduction Authorization for Membership Dues or Service Charge", and (2) the amount of the monthly membership dues or service charge certified by the Secretary of the Union have been delivered to the District at least thirty (30) calendar days prior to the first payday of the calendar month. If the employee fails to properly execute the "Payroll Deduction Authorization for Membership Dues or Service Charge" within thirty (30) calendar days of hire into a classification covered by this MOU, the District will deduct the monthly membership dues or service charge automatically. Changes in the amount of the monthly membership dues or service charge also must be delivered to the District at least thirty (30) calendar days prior to the first payday of the calendar month before the change will become effective.

2.3.4. All sums deducted by the District shall be remitted to the Union at an address given to the District by the Union, once each month by the fifteenth (15th) calendar day following the payday on which the deductions were made, together with a list of names, mailing addresses and the amount deducted for each employee for whom a deduction was made.

2.3.5. The District shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee. In addition, the Union shall indemnify and hold the District harmless from any liability resulting from any and all claims, demands, suits or any other

action arising from compliance with this Article, or in reliance on any list, notice, certification or authorization furnished under this Article. The Union agrees to refund to the District any amounts paid to it in error.

2.3.6. The District shall furnish, monthly, a list of all employees appointed within classifications contained in Appendix "A" of this Contract who are subject to the provisions of the agency shop agreement. The list will include temporary construction (TC) and limited term (LT) employees who have civil service status in the bargaining unit, and part-time employees in classifications represented by the bargaining unit. The District shall furnish a list of all newly hired employees and change in status or representation of employees to the Union's Membership Secretary each pay period.

2.3.7. The Union may request the District to provide an optional voluntary Union deduction for members or service fee payers of the Union. Such deduction shall be requested by the member or service fee payer in even dollar amounts. The optional Union deduction shall be made only from the pay due employees on the first payday of each calendar month. The member or service fee payer may discontinue the optional Union deduction at any time (Attachment #3). Such request for optional Union deduction shall be made on "Payroll Deduction Authorization for Optional Union Contribution, AFSCME, Local 2019" (Attachment #4). The Union and District agree that such optional Union deduction is not subject to the provisions of the agency shop agreement between the Union and District. The Union agrees to refund to the District any amounts paid to it in error.

### **Article 3. DISTRICT RIGHTS**

#### **3.1. Definition of Rights.**

3.1.1. The rights of the District include, but are not limited to, the exclusive right to determine the missions of its constituent departments and divisions; set standards of services; determine the procedures and standards of selection for employment and promotion; direct and assign its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of District operations; determine the methods, means and personnel by which District operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work; provided, however, that the exercise of such District rights shall not conflict with the express provisions of this Contract.

3.1.2. District and Union mutually intend and agree that District may unilaterally exercise any and all rights reserved by this Article without further meeting and conferring or consulting with Union. It is further mutually agreed that Union and District have met and conferred on all matters reserved to District by this Article and Union does expressly waive any and all rights to further meet and confer on such issues, or any of them, during the period of this Contract. Any dispute concerning the interpretation or application of District's rights shall be deemed a grievance and must be processed under Article 24.

3.1.3. The District agrees to apply the rights reserved by this Article in a prudent and reasonable manner; furthermore, the District shall consider the impact that the application of these rights may have on the work force, before applying these rights. The District agrees to make reasonable efforts to mitigate any significant impacts arising out of the application of any and all rights reserved by this Article.

#### **Article 4. NO DISCRIMINATION/HARASSMENT**

##### **4.1. No Discrimination.**

4.1.1. There shall be no discrimination of any kind by the Union or the District against any employee, to the extent the applicable law prohibits such discrimination, harassment, or disparate treatment, because of race, religious creed, color, age, marital status, national origin, ancestry, sex, sexual orientation, political affiliation, physical or mental disability (including HIV and AIDS), or medical condition (cancer or genetic characteristic).

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

##### **4.2. Harassment, Disparate Treatment and Inappropriate Behavior.**

4.2.1. In addition to behavior violative of Section 4.1 above, the following behavior will not be permitted, tolerated, or condoned:

- a. Dishonesty, including providing false information to District management about the performance of an employee or circulation of private personnel files;
- b. Abusive, threatening, or intimidating behavior, gestures or language;
- c. Physical threats or physical striking of an employee;
- d. Repeated threats of discipline without counseling, warning, investigation, or a progressive disciplinary approach, including untimely discipline;
- e. Inequitable treatment regarding the application of District policies, District rules, this Contract, or those items listed in 4.1 above;
- f. Disrespect toward each other, regardless of position, status, or job responsibilities.

Infractions of this policy are subject to the Grievance Procedure.

4.2.2. When a grievance is filed under Section 4.2, the parties will be provided with the option to enter into a facilitation process to resolve the grievance. If the parties agree to facilitation, the District will arrange to have a facilitator assigned to meet with the individuals involved in the grievance in an attempt to resolve the matter.

The facilitation process will not exceed thirty (30) calendar days unless mutually extended by the parties.

If the parties do not agree to facilitation, the timetable is not met or the facilitation is unsuccessful, the grievance may be advanced by the union to the next step of the grievance process described in Article 24.3.

The facilitation process will be confidential and facilitators cannot be called as witnesses at any level of the grievance process.

**4.3. Accommodation for Disabled Employees.** The Union understands that the District has a lawful obligation under the federal and state laws to make reasonable accommodations for qualified individuals with disabilities. Any accommodation will be on a case-by-case basis, and shall not be precedential, nor shall constitute a past practice for anyone other than a qualified individual with disabilities.

## **Article 5. UNION ACTIVITIES**

### **5.1. Union Stewards.**

5.1.1. Employees selected by the Union to act as Union representatives shall be known as "stewards". The Union may select one steward for each thirty-five (35) filled positions or major fraction thereof for those classifications represented by the Union. The names of employees so selected and the areas to which they are assigned shall be certified in writing to the District by the Union. In the absence of the steward, an alternate may be appointed by the Union Chief Steward or Union President. Stewards, during regular working hours, shall be permitted to investigate and present grievances to the District without loss of time or pay, provided that this is done in a manner consistent with District operating requirements, and the steward is first excused by his/her supervisor. Permission to perform steward functions shall not be unreasonably denied.

5.1.2. If it becomes necessary during the course of his/her investigation for a steward to contact an employee in another department or division, the steward shall state to and notify the supervisor of that department or division the purpose of his/her investigation. When the investigation is completed, the steward shall promptly report back to his/her supervisor.

5.1.3. The District shall keep a record of time spent by stewards in the processing of grievances, and shall review this record periodically with the officials of the Union. It is agreed that in the event any abuse is found to exist, the Union officials will cooperate with the District in taking such steps as are necessary to correct such abuse.

### **5.2. Attendance at Meetings by Employees.**

5.2.1. District employees who are official representatives of the Union shall be given reasonable time off without loss of time or pay to attend meetings with management representatives where matters within the scope of representation are being considered.

5.2.2. Authorization to attend such meetings must be obtained from the Employee Relations Manager, no later than twenty-four (24) hours prior to the time of such meetings. The number of employees excused for such purpose shall not exceed three (3) unless additional employees are authorized by the District.

5.2.3. Consistent with District operating requirements, the Union may designate one (1) employee representative to attend each District Board meeting and workshop (which meeting is otherwise open to the public), and two (2) employee representatives to attend each Retirement Board meeting without loss of time or pay. In addition, the Union may designate one (1) employee to serve on the 401 (k) and 457 deferred compensation committee meetings without loss of time or pay.

5.2.4. Authorization to attend such Board meetings must be obtained from the Employee Relations Manager, no later than twenty-four (24) hours prior to the time of such meetings.

5.2.5. Consistent with District operating requirements, one (1) Union election observer shall be paid during regular work hours for attendance at each election balloting location to observe all election procedures which involve representation, modification or decertification of the Union.

5.2.6. Union representatives are prohibited from using District vehicles other than sedans and pick-up trucks to attend District meetings. If Union representatives are driving District vehicles other than sedans and pick-ups at the time they are requested to attend meetings, the District will arrange for transportation or for a sedan or pick-up to be available for them.

**5.3. Communication with Employees.** The Union shall have designated for official Union business a specific portion of District Bulletin Boards with space adequate for the posting of 4 sheets of paper (8.5 inches by 11 inches), or a contiguous area approximately 17 inches wide by 22 inches long. Items placed in the Union section of the District Bulletin Boards shall be signed by an officer of the Union and shall not contain salacious or inflammatory material that is directed toward the District, its employees, or its policies. The Union may distribute materials to employees within the classifications it represents through District mail distribution channels, with all such mailings subject to the prior approval of the Employee Relations Manager. These provisions may be revoked in the event of abuse after the Employee Relations Manager consults with representatives of the Union.

**5.4. Visits by Union Representatives.** The District agrees that accredited non-employee representatives of the Union, whether local, district council, or international representatives, shall have access to District premises for the purpose of meeting with Union officials when investigating grievances or determining compliance with this Contract. Arrangements for visits to District premises for these purposes shall be made through the Employee Relations Manager. Employee meetings with non-employee representatives shall not be paid for by the District.

**5.5. Limitation on Union Activities.** Activities involving internal management of the Union, such as collection of dues, assessment of other funds, membership meetings, campaigns for office, distribution of literature, or conducting of membership drives shall not be conducted

during working hours, in District work areas, or on District property without prior approval of the Employee Relations Manager.

**5.6. Union Business Leave.**

5.6.1. Employees elected to any Union office or selected by the Union to do work that takes them from their employment with the District shall, at the written request of the Union, be granted leave for up to six (6) months, provided that the work of the operation concerned shall not be unduly impaired by such absence. While such employees are on Union Business Leave, they shall remain on the District payroll.

5.6.2. The Union will reimburse the District for the employees' wages and benefits while the employees are on Union Business Leave. If Union reimbursement is not received within 45 calendar days of District billing, the employees' status for that time shall be changed to Union Business Leave Without Pay and the appropriate amount shall be deducted from their next paycheck.

5.6.3. It is understood the intent of this section is to permit employees to continue to accrue sick leave, vacation leave, and retirement system credits while on Union Business Leave With Pay.

5.6.4. Notification. Requests for Union Business Leave shall be submitted in writing from the Union President to the Manager of Employee Relations a minimum of three workdays before the effective date of the leave. The Manager of Employee Relations may waive these notification requirements at his/her discretion.

5.6.5. Minimum Duration. Union Business Leave must normally be for a minimum of one hour.

5.6.6. Unpaid Leave Requirements. Union Business Leaves Without Pay shall be subject to the provisions of Article 17.1 of this Contract.

**5.7. Orientation.** As part of the District's new employee orientation program, the Union shall have thirty (30) minutes to provide information and answer questions to new employees who are in classifications covered by this Contract.

**5.8. General Membership Meetings.** The Union shall be able to hold its monthly general membership meetings in the Board Room or Training Room in the Administration Center on the same basis as other community groups.

**5.9. Labor Management Meetings.** The District and Local 2019 agree to continue to meet monthly to discuss issues of interest to either party.

These meetings may include representative(s) of the District's Employee Relations staff, officers of Local 2019 and other District staff, as necessary.



**Article 6. SALARIES AND OTHER PAY****6.1. Salary Schedule.**

6.1.1. First Year Increases. Effective April 22, 2013, the monthly salary rates of employees covered by this contract shall be increased by 3% as set forth in the attached Appendix "A" dated April 22, 2013.

6.1.2. Second Year Increases. Effective April 21, 2014, the monthly salary rates of employees covered by this contract shall be increased by the February 2014 San Francisco/Oakland Consumer Price Index for Urban Wage Earners and Clerical Workers CPI-W plus 0.80%. The minimum increase shall be 2%, and the maximum increase 4.5%, with no reopener.

6.1.3. Third Year Increases. Effective April 20, 2015, the monthly salary rates of employees covered by this contract shall be increased by the February 2015 San Francisco/Oakland Consumer Price Index for Urban Wage Earners and Clerical Workers CPI-W plus 0.80%. The minimum increase shall be 2%, and the maximum increase 4.75%, with no reopener.

6.1.4. Fourth Year Increases. Effective April 18, 2016, the monthly wage rates of employees represented by this contract shall be increased by the February 2016 San Francisco/Oakland Consumer Price Index for Urban Wage Earners and Clerical Workers CPI-W plus 0.80%. The minimum increase shall be 2%, and the maximum increase 5%, with no reopener.

**6.1.5. Equity Adjustments.**

- Information Systems Support Analyst II classification from salary range level 69 to 70.
- Materials Testing Technician I classification from salary range level 53 to 54.
- Materials Testing Technician II classification from salary range level 57 to 58.
- Recreation Area Attendant classification from salary range level 44 to 45.
- Senior Programmer Analyst classification from salary range level 73 to 74.

**6.2. Pay Period.** Salaries shall be paid biweekly on Friday of the appropriate week. In the event that this day is a holiday, the preceding day shall be the payday.

**6.3. Twenty-Year Wage Increment.** Each employee covered by this Contract shall be entitled to a salary increment following completion of twenty (20) years' continuous full-time District service. The adjustment for such employees shall be 2.75% (plus or minus no more than one dollar per month) added to the monthly salaries set forth, exclusive of overtime, night shift differential, standby pay or merit pay.

**6.4. Work-Out-of-Classification.**

6.4.1. When an employee temporarily replaces another employee in a higher classification, he/she shall be paid the appropriate higher rate for such work. Assignments to perform the work of a higher classification pursuant to this Section shall be tracked by hours worked and shall not exceed 480 hours in a calendar year. The District shall make reasonable efforts to distribute

work out of class on an equal and rotational basis for qualified employees. If there are no volunteers for the work out of class assignment, the District will fill the position by reverse seniority on a rotational basis among qualified employees. By use of this Section, the District shall not attempt to avoid District Civil Service Rules and the filling of regular full time positions.

6.4.2. The purpose of this Section is not to restrict training opportunities but to encourage proper classification and compensation for work performed.

6.4.3. 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.

6.4.4. Employees assigned to work out of class shall receive the beginning step of the new class or a calculated rate which is 5-1/2% above the employee's current base rate, whichever is the greater amount, provided that the amount does not exceed the range.

**6.5. Minimum Salary Rates.** Salary rates established herein are to be minimum rates. The District may hire an employee at any salary step at or above the minimum rate.

**6.6. Payment for Licenses/Certificates.** The District shall pay all normal and regular fees incurred in the obtaining of any licenses or certificates that are required by the District for the job classification of the employee. It is understood that any late or penalty fees which are not caused by District action shall not be included in normal or regular fees. The District shall pay actual fees for registration, licenses or certificates of a professional or technical nature which are required by a District classification within the employee's career path. Employees shall be granted paid time, including reasonable travel time, to take tests which occur during the normally scheduled work shift for any licenses or certificates required for the employee's current job classification with the exception of Class C drivers' licenses. The District shall not accrue any overtime liabilities for the period of time during which an employee takes a test.

6.6.1 **Land Surveyor Certification.** An employee in the job classification of Survey Technician II or Chief of Party shall be paid \$250 per month in addition to his/her base salary upon furnishing satisfactory evidence that he/she holds a valid California Land Surveyor License. Such employee must satisfy all requirements needed to maintain the License in order to continue receiving the \$250 per month and shall provide satisfactory evidence each time the License is renewed.

**6.7. New Classifications.**

6.7.1. The Union recognizes the right of the District to establish new job classifications and to amend existing class descriptions to reflect changes in assigned duties and responsibilities. In the event a substantial change is made in the description of a class represented by the Union, the District shall consult with the Union regarding such change and the salary for the class. Upon request of the Union, the parties shall meet and confer on the salary for the classification within five (5) working days prior to presentation to the Board of Directors. Establishment of salary is not subject to the grievance procedure as contained in this Contract.

6.7.2. The District will provide the Union with two (2) weeks notice prior to requesting Board adoption of new classes or if there are substantial revisions to existing classes represented by the Union.

**6.8. Reimbursement For Use of Private Car.** The District shall reimburse employees at the rate of -fifty-eight and five tenths (58.5) per mile for each mile they are authorized and required to drive their private cars within the employee's normal areas of operations in the performance of their assigned duties. Annually in July, the District shall adjust this amount to conform to the American Automobile Association (AAA) composite per mile cost for a 6-cylinder, 4-door sedan in the 15,000 miles per year category. This information is obtained from the Annual Edition of Your Driving Costs, published by the American Automobile Association, Falls Church, Virginia. In the event such publication is not available, the parties shall meet and confer on the new data.

**6.9. Reimbursement for Overtime Meals.** Employees required to continue work for two (2) or more hours beyond their regular quitting time shall receive overtime meal reimbursement of eighteen dollars (\$18.00). Employees shall be provided reimbursement for additional meals, as above, for every completed four (4) hour period of work thereafter. Time taken for meals furnished by the District at the work location shall be paid time. Time taken for meals eaten away from the work location shall be unpaid time.

**6.10. Bilingual Pay.** Employees assigned to use more than one language in the course of their employment shall be paid \$200/month for use of each language, including sign language, provided the following conditions are met: a) the District verifies in writing the recurring need to utilize the second language skill on the job, b) the District verifies the employee's language proficiency, and c) the District has the exclusive right to determine the need for job required usage of the second language, the number of persons receiving the pay, and which individuals shall be assigned duties requiring second language proficiency. Employees on unpaid status for two consecutive pay periods, due to illness or injury, will have their bilingual premium payments discontinued until they return to work. Employees who request leave without pay (LWOP) for reasons other than illness or injury, will have their bilingual premium payments discontinued effective the first full pay period after their leave begins and their payments will resume once they have returned to work.

**6.11. Salary on Promotion.** The new base rate shall be either the beginning step of the new class or the step in the salary schedule which is at least 5 1/2% above the employee's current base salary, whichever is the greater amount, provided that in no instance shall an employee's base rate exceed the maximum salary wage rate established and in effect for the new class.

**6.12. Adjustment for Overpayments.** In the event an employee is erroneously overpaid by the District, regardless of fault, the District shall recover overpayment by deducting from that employee's regular paycheck either the full amount of the overpayment or ten (10) percent of the employee's gross salary, whichever is less, and continue said deductions for as many consecutive pay periods as necessary until full overpayment is recovered. The District shall not commence recovery by payroll deductions until written notification has been given to the employee at least

ten (10) working days in advance, which includes details of the overpayment, and provides the employees with an opportunity to respond before any deduction is made.

## **Article 7. DAYS AND HOURS OF WORK**

**7.1. Workday.** The standard workday shall consist of eight (8) consecutive hours of work (exclusive of any unpaid meal period) within a 24-hour period beginning at 12:01 a.m.

**7.2. Workweek.** The standard workweek shall consist of five (5) consecutive workdays within a seven (7) day period beginning at 12:01 a.m. Monday and ending at 12 midnight Sunday.

**7.3. Flexible Schedules.** Notwithstanding Sections 1 and 2, upon request of an individual employee or a group of employees from a work unit, the District shall investigate and may change the beginning and ending workday hours of that employee or the workdays and workweeks of employees within any particular work unit provided the work or the operation of the unit concerned shall not be unduly impaired by such adjustment. Such adjustment shall not affect the total length of the workweek.

7.3.1. All requests for flexible schedules shall all be examined and considered for implementation by the employee's supervisor, Division Manager, and Department Manager. In the event a request for flexible workweek is denied, the employee or group of employees shall be provided specific reasons for the denial within a reasonable time frame but not more than 15 workdays.

7.3.2. If an employee or group of employees is denied a compressed workweek schedule or is removed from the compressed workweek schedule, the appeals process in the Compressed Workweek Guidelines shall be followed and the decision shall be based on criteria established in the Compressed Workweek Guidelines.

**7.4. Work Schedules.** In operations where work schedules are changed, changes in schedule shall be posted one (1) week in advance of the effective date of the change.

**7.5. Relief Shift Operators.** Relief shift operators shall be notified forty-eight (48) hours in advance of changes in their work schedules. The advance notice specified above shall not apply in cases of illness or other emergencies.

**7.6. Continuous Operations.** In operations in which there is regularly scheduled employment for 24 hours per day, seven (7) days per week, the hours of work shall consist of eight (8) consecutive hours per workday, and except during scheduled rotation or relief operation, five (5) consecutive days per workweek. It is understood that the Laboratory Services Division of the Wastewater Department is not a continuous operation.

7.6.1. Employees in continuous operations who are required to be at work stations for eight (8) consecutive hours shall eat during working hours.

7.6.2. The District shall not schedule work so as to require employees in continuous operations to work three (3) shifts within a forty (40) hour period. In continuous operations, employees who are called back to work an eight (8) hour shift after being off their previous shift eight (8) or fewer hours shall be paid one (1) hour of premium pay at the overtime rate in addition to their pay for such time worked.

**7.7. Seniority.** Seniority based on service in the classification, not service in the District, shall be an important consideration in the assignment of shifts.

**7.8. Changes in Days and Hours of Work.**

7.8.1. It is understood that, all other provisions of this Article notwithstanding, the hours of work, workday and workweek practices in effect on the effective day of this Contract may be continued at the option of the District; provided, however, changes in such practices shall be subject to prior consultation with the Union. However, before implementing any such program which deviates from the normal eight (8) hours per day, five (5) days per week schedule, the District must meet and confer with the Union.

7.8.2. Notwithstanding the above, the District shall be permitted to schedule shifts one hour earlier or later than present, provided that such schedule changes shall not occur more than twice in a calendar year. Additional shift schedule changes may be permitted upon mutual agreement of the supervisor and the employee. A minimum of two (2) days prior notice shall be provided to the employee whose shift is changed. Employees who believe a shift change will create a hardship may appeal the decision to change their shift to their Department Manager. If such shift creates work in two (2) different calendar days, all time shall be treated as if it was worked in the calendar day containing the majority of the workday. For example, if the start of the workday is changed from 12:00 midnight to 11:00 p.m., the employee shall be paid as if all work commenced at 12:00 midnight.

7.8.3. An employee may be subject to removal from an alternative workweek schedule in the event that District Management has determined the work or operation of the unit is unduly impaired by such a schedule. The considerations for withdrawal include: a lack of availability of adequate coverage and supervision, an overall increase in costs to the District that may be incurred, a noted decrease in the work unit's and employees' effectiveness, and a demonstrated decrease in the response to customer needs.

**7.9. Rest Periods.** Employee work schedules shall provide for fifteen (15) minute rest periods during each one half (1/2) of the workday. Rest periods shall be scheduled so as not to interfere with efficient operations of the District. Rest periods shall not be scheduled in the first hour or the last hour of any one-half (1/2) of the workday.

**7.10. Meal Periods.** Employees shall be granted a thirty (30) minute lunch period, without pay, except as otherwise provided, scheduled at approximately the middle of the workday. Employees shall not be scheduled to work longer than one-half (1/2) of the regularly scheduled workday plus one (1) hour without a meal period.

**7.11. Cleanup Time.** Where the nature of the work is such that cleanup is required, work schedules shall be arranged to allow reasonable time for that purpose prior to the end of the workday. The District shall provide facilities for cleanup.

**7.12. Fatigue Time.**

7.12.1. Employees shall receive full pay for fatigue time if they have worked overtime and the overtime has been completed with less than eight (8) hours between the completion of the overtime and the start of the employee's next regularly scheduled shift. Fatigue time can be taken at the beginning or end of the shift. Fatigue time shall be calculated as follows:

- a. Subtract the ending time of overtime from the beginning time of the next regular shift.
- b. Subtract that figure from eight hours.
- c. The difference is the fatigue time due to the employee.

Example. OT is worked from 1:00 a.m. until 4:00 a.m. Regular shift begins at 8:00 a.m. The difference is 4 hours between the end of OT and the beginning of the next regular shift. (8 hours - 4 hours = 4 hours of fatigue time due to the employee.)

7.12.2. Employees shall not receive fatigue time if: (A) the overtime is completed more than eight hours prior to the start of their next regularly scheduled shift, or (B) employees are called out to perform overtime work within four (4) hours of the start of their next regularly scheduled shift, or (C) they are assigned to continuous operations.

7.12.3. Fatigue time must be taken during the first or last part of the next regularly scheduled workday. Employees receiving fatigue time shall notify their immediate or after hours supervisor at the completion of the overtime work, if possible, or a minimum of one (1) hour before the start of their next regularly scheduled shift when their fatigue time will be taken.

**Article 8. OVERTIME**

**8.1. Preamble.** At the present time the District has no plans and does not contemplate an expansion in the use of overtime. The District shall make all reasonable efforts to avoid overtime including reviews of staffing to minimize its adverse effect on individuals and to control costs to the District, but occasionally overtime may be necessary to avoid greater costs as well as to meet legal obligations and Board commitments. The District shall continue to assess all overtime use to ensure that overtime is necessary in order to maintain current District operations, services, and to ensure completion of projects on schedule. Whenever overtime is necessary, the District shall give employees notice as soon as is reasonable and practical to do so.

**8.2. Rate of Pay.** One and one-half (1-1/2) times the employee's regular hourly rate of pay shall be paid for all work performed in excess of eight (8) hours per workday or forty (40) hours

per workweek. Time worked at the overtime rate due to Call Time overlap of the employee's regular workday shall be counted in determining the eight (8) hours per workday or forty (40) hours per workweek required to establish a base for overtime. There shall be no pyramiding of overtime pay.

**8.3. Limitation and Distribution of Overtime.** No employee shall be required to work more than sixteen (16) hours in any twenty-four (24) hour period. If an employee works 32 hours in a pay period on emergency overtime work, that employee shall not be subject to non-emergency necessary overtime work in the same pay period unless the employee volunteers for such work. An employee shall be obligated to work non-emergency necessary overtime work to the extent that the employee has not worked 32 hours in a pay period as emergency overtime work, i.e., emergency overtime hours worked shall reduce the hours limitation for non-emergency necessary overtime in the same pay period.

**8.4. Emergency Overtime.** All employees are required to work in emergency situations. An emergency includes, but is not limited to, situations which involve disruption of service to customers and actual or threatened danger of injury to person or damage to property, or threat to public health and safety.

**8.5. Non-Emergency Necessary Overtime.**

8.5.1. The District shall request volunteers for all available necessary overtime. Overtime work shall be distributed as nearly equally as possible among qualified employees working within the same job classification, within the same work unit.

8.5.2. No volunteer may work more than 16 consecutive hours without approval of the Division Manager.

8.5.3. No employee shall be assigned to work more than 16 hours in any 24-hour period or to work more than 32 hours per pay period of non-emergency necessary overtime work. The parties emphasize the distribution commitment contained in Article 8.5.1 above to minimize the impact of assigned overtime on an individual employee.

8.5.4. In the event an insufficient number of employees volunteer for necessary overtime, the District shall assign employees to fill vacancies (on a rotating basis) starting by reverse seniority in the affected unit and classification. Whenever an employee is on standby, the District shall not assign other overtime work to that employee unless the entire rotation of his/her classification has been exhausted and overtime is still necessary. However, an employee shall be permitted to volunteer for overtime during a week the employee is also on standby.

8.5.5. With District approval, employees may trade all overtime assignments. Until a trade is approved, all overtime assignments are part of an employee's job responsibilities.

8.5.6. Employees are expected to comply with overtime assignments and failure to do so shall subject an employee to appropriate discipline. However, an employee who, because of illness or other compelling emergency, is unable to work assigned or scheduled overtime, and who notifies

the District a minimum of one (1) or more hours before an employee is scheduled to report to work, shall not be subjected to disciplinary action for failure to work.

**8.6. Voluntary Overtime List.** Work units having overtime work shall establish lists of employees who are available to work overtime on a voluntary basis. The initial order of call when the lists are established shall be by seniority; thereafter, employees shall be called on a rotating basis subject to the operating procedure of the work unit. The operating procedure for such lists shall be developed by each work unit and shall take into account the nature of the overtime work available, skills required to do the overtime work, and the operational requirements of the work unit.

**8.7. Compensatory Time.**

8.7.1. All employees represented by Local 2019 shall have the option to receive compensatory time in lieu of paid overtime. Compensatory time shall be provided at 1.5 hours for each hour of overtime worked. The maximum accrual of compensatory time will be 75 hours in a payroll year. Payroll year is defined as the period beginning with the first pay period for which pay is received in January, and ending with the last pay period for which pay is received in December. All overtime worked after an employee has accrued or used 75 hours of compensatory time in a payroll year shall be paid at the appropriate overtime rate. All employees who have accrued compensatory time at the end of the last pay period, for which pay is received in December, shall have their compensatory time carried over as compensatory time into the next (following) payroll year. All such compensatory time must be used by the end of the next payroll year or it will be paid off to the employee at the applicable FLSA rate. Any compensatory time used in the next (following) payroll year will first be deducted from any compensatory time that was carried over from the last payroll year, if any. Compensatory time accrued after the last full pay period of the calendar year, but prior to the end of the year, shall be credited and included in the accrual for the following payroll year.

8.7.2. Use of accumulated compensatory time off shall be scheduled and approved by the District so as not to disrupt the operation of the work unit or the District.

**Article 9. STANDBY PAY**

**9.1. Preamble.** At the present time the District has no plans and does not contemplate an expansion in the use of standby beyond use in those classifications where standby is currently being utilized.

**9.2. Compensation Rates.**

9.2.1. An employee assigned to be on call during non-working hours shall receive a premium of twenty-five (25%) percent of the basic pay during the standby period, provided such employee makes himself/herself available and responds to all calls for work. Overtime work performed during a standby period shall be paid at the rate of one and one-half (1-1/2) times the straight-time hourly rate for the time worked exclusive of such standby premium.



9.2.2. When an employee is on standby on a day that is designated as a District holiday, the employee shall receive standby pay for three (3) eight-hour standby periods on that holiday in addition to receiving regular holiday pay.

**9.3. Scheduling.** The District shall schedule its standby needs at least two months in advance. Volunteers for standby to fill the schedule shall be allowed in each classification with the most senior District employee allowed first choice of assignments. An employee shall be permitted to volunteer for overtime during a week the employee is also on standby.

**9.4. Rotation System.** A rotation system in each department, in each classification, in each location, shall be developed by the District where standby is necessary. The rotation system shall not be utilized if the standby schedule is completely filled with volunteers. The rotation system, if used, shall, in its inception, first obligate the least senior District employee in each department, in each classification, in each location. No employee shall serve a rotational assignment of more than one (1) week in any calendar month.

**9.5. Trades.** With District approval, employees may trade all standby assignments. Unless and until a trade is approved, all standby assignments are part of an employee's job responsibilities.

**9.6. Compliance.** Employees are expected to comply with standby assignments and failure to do so shall subject an employee to appropriate discipline. However, an employee who, because of illness or other compelling emergency, is unable to be available for standby, and who notifies the District at the onset of the illness or at the time they become aware of the compelling emergency, shall not be subjected to disciplinary action for failure to be available. Such employee shall only be compensated for the actual time he/she was available for standby.

## **Article 10. CALL TIME**

**10.1. Minimum Overtime Guarantee.** Employees called and directed to report to work outside of their regularly scheduled shift shall be paid for a minimum of two and one-half (2-1/2) hours at the appropriate overtime rate.

**10.2. Shift Overlap.** If the Call Time work assignment and the employee's regular shift overlap, the following process will be applied:

10.2.1 Minimum Call Time Overlap. Employees who are called to work in accordance with Article 10.2 – Shift Overlap, and have minimum call time guarantee that overlaps regular shift straight time shall be credited with retirement service credit as follows:

10.2.1.1. The time that the minimum call time guarantee overlaps the employee's regular shift will be paid as a premium using a separate payroll code and will not affect the employee's regular shift or hours. Minimum call time overlap is a premium pay and is not subject to retirement withholding and will not be counted toward retirement services credit.

10.2.1.2. The District and employee will pay retirement contributions for the regular shift hours worked by the employee. The employee shall receive service credit in the Retirement System for the employee's regular shift hours.

10.2.1.3. No retirement contributions shall be taken from overtime compensation paid to the employee for minimum call time guarantee and no retirement service shall be credited for overtime work.

**10.3. Rest/Meal Break.** If an employee is called to start work less than two and one-half (2-1/2) hours before the start of his/her regularly scheduled shift, the employee shall be allowed a fifteen (15) minute break prior to the start of his/her shift. If the employee is called to start work two and one half (2-1/2) or more hours before the start of his/her regularly scheduled shift, he/she shall receive a thirty (30) minute paid meal break prior to the start of his/her regular shift.

**10.4. Telephone Response.** An employee whether or not on paid standby who is called on the telephone, regarding work related issues but not directed to report to work shall be compensated for a minimum of one (1) hour at the appropriate overtime rate. (This provision does not apply to inquiries regarding the employee's leave status or administrative items).

#### **Article 11. SHIFT DIFFERENTIAL**

**11.1. Premium.** Employees who perform work on a scheduled eight (8) hour shift beginning between 11:00 a.m. and 10:59 p.m., inclusive, shall be paid a premium of ten percent (10%) per hour. Employees who perform work on a scheduled eight (8) hour shift which begins between 11:00 p.m. and 3:59 a.m., inclusive, shall be paid a premium of fifteen percent (15%) per hour.

**11.2. Continuous Operations.** In continuous operations, when an employee's shift is extended by additional hours either before or after his/her normal shift, overtime compensation shall be based on the rate for the shift that was extended or actually worked, whichever is greater.

#### **Article 12. REDUCTION IN FORCE**

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

**12.2. Application.** Reduction in force in a given classification shall be from all positions in the classification, District-wide.

**12.3. Priority.** Reduction in force shall first affect employees having provisional (i.e., Temporary Construction, Limited Term, Temporary) or probationary appointments in the classification in question. Thereafter, employees having permanent appointments in the classification shall be subject to reduction in force in inverse order to the length of their District continuous service.

**12.4. Demotion to Previously Held Classifications.** An employee subject to separation by reduction in force may elect demotion to classifications in which he/she has previously held permanent civil service status during his/her current period of employment. In such election, the procedures of reduction in force outlined in Section 12.3 shall be applied to the employee being separated and to all others in the classification in question.

**12.5. Voluntary Demotion.** In accordance with Civil Service Rules governing demotions and transfers, an employee subject to separation by reduction in force may also be considered for voluntary demotion to other lower classifications or for transfer to classifications at the same salary level, if any vacancies exist. Any employee who is not transferred or demoted to a permanent position shall be offered appointment to any temporary position in his/her classification which is currently filled at the time of his/her proposed termination.

**12.6. Reinstatement List.** Names of employees affected by reduction in force shall be placed on a layoff and reduction list in the order in which they have been laid off or demoted. Such list shall remain in effect for a period of two (2) years, during which time, when vacancies occur in the classification in which reduction in force took place, employees laid off or demoted shall be reinstated in the reverse order of layoff or demotion and receive the same salary step as at the time of layoff.

**12.7. Severance Pay.** Each permanent employee with a minimum of five (5) continuous years of District employment who is laid off due to a reduction in force shall receive twenty (20) workdays' severance compensation exclusive of any premium, overtime, standby or longevity pay.

**12.8. New Technology.** The parties shall meet when positions are scheduled to be eliminated or substantially changed due to management-initiated changes, including but not limited to reorganization, efficiency, automation and other technological change. All feasible steps (including training and/or transfer) should be taken to assist employees to locate and prepare to qualify for other positions in the District civil service in lieu of reduction in force; provided that this shall not restrict the District's authority to effect economies or make organizational changes to increase efficiency in District operations.

### **Article 13. CONTRACTING AND SUBCONTRACTING**

**13.1. Right to Contract.** 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 in a classification set forth in Appendix "A", the District shall consult with the Union, prior to such contracting or subcontracting, in an attempt to avert, by transfer or other reasonable means, the layoff of such employee.

**13.2. Meeting.** In addition to current practice, the District and Union representatives shall meet by department to review contract work and other work that is customarily performed by Union members that the District intends to contract out during the fiscal year. The District shall

provide the Union with summary information on the projects and services planned for contracting out at least five (5) workdays prior to the annual contracting out meetings.

**13.3. Union Review.** The Union shall be offered the opportunity to review and provide comments on the District's Five Year Plan prior to its consideration by the Board of Directors.

**13.4. Training.** When the District is required to contract out work because District employees lack specific expertise or specialized equipment, the District shall make reasonable efforts to provide training to the affected employees.

**13.5. Request for Proposal (RFP) Notification and Review.** The District will provide the Union with a copy of all RFP's for professional service contracts over twenty thousand (\$20,000) dollars, for work customarily performed by classifications set forth in Appendix A, upon issuing same to prospective bidders. The Union shall be offered the opportunity to review and provide comments on these RFP's, at the Union's monthly contracting out meeting.

## **Article 14. HOLIDAYS**

### **14.1. Holidays Observed.**

14.1.1. The following legal holidays shall be granted eligible employees:

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Cesar Chavez' Birthday	March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Admission Day	September 9
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25

14.1.2. When a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

**14.2. Eligibility.** Full-time employees shall receive the above holidays off with no loss in pay when both the following conditions are satisfied:

14.2.1. The employee works or is on Authorized Leave (with or without pay) on his/her scheduled workday immediately before and immediately after the holiday; and

14.2.2. The employee is in a paid status for at least 8 hours within the payroll period in which the holiday falls.

**14.3. Holiday Pay.**

14.3.1. Employees who work on an observed holiday shall receive overtime pay for hours worked in addition to their regular straight-time pay.

14.3.2. Employees whose scheduled day off falls on an observed holiday shall receive a day's pay at the straight-time rate; such employees who work on an observed holiday shall, in addition, receive overtime for hours worked.

14.3.3. Employees who work in 24-hour continuous operation or a seven day per week operation and are scheduled to work on a holiday and actually work on the holiday as specified in this MOU shall receive the following:

14.3.3.1. Eight Hour Work Schedule – Employees who work an eight (8) hour work schedule will receive the following:

14.3.3.1a. Eight (8) hours of regular straight time pay for the holiday worked that will be subject to retirement contributions from both the District and employee, and be counted toward retirement service credit.

14.3.3.1b. Eight (8) hours of holiday pay at the regular straight time rate that the employee may choose either to receive as pay or add to their vacation accruals. If taken as pay, holiday pay is a premium pay and is not subject to retirement withholding and will not be counted toward service credit.

14.3.3.1c. Four (4) hours of holiday premium at the regular straight time rate that may be paid or added to compensatory time accruals in accordance with Article 14.3.3.1b. If taken as pay, holiday pay is a premium pay and is not subject to retirement withholding and will not be counted toward retirement service credit. The four (4) hours of holiday premium pay will be reported using a separate payroll code.

14.3.3.2. Compressed Work Week Schedule – Employees who work compressed work week schedule shall receive the following:

14.3.3.2a. Nine (9), ten (10) or twelve (12) hours of regular straight time pay for the worked holiday depending on the duration of their regularly scheduled work day that will be counted toward retirement service credit and be subject to retirement contributions from both the District and employee.

14.3.3.2b. Eight (8) hours of holiday pay at the regular straight time rate that the employee may choose either to receive as pay or add to their vacation accruals. If taken as pay, holiday pay is a

premium pay and is not subject to retirement withholding and will not be counted toward retirement service credit.

14.3.3.2c. Holiday premium pay equal to one-half of the duration of their regularly scheduled workday at their regular straight time rate, that may be paid or added to their compensatory time accruals in accordance with Section 14.3.3.1b of this Article. If taken as pay, holiday premium pay is not subject to retirement withholding and will not be counted toward retirement service credit. The holiday premium pay equal to one-half of these regularly scheduled hours worked will be reported using a separate payroll code.

14.3.3.3. No retirement contributions shall be taken from overtime compensation paid to the employee for holidays or the minimum call time guarantee and no retirement service shall be credited for overtime work.

14.3.4. In the event that a holiday falls on an employee's compressed day off, the employee shall be credited with eight (8) hours of vacation, or the employee may choose to receive holiday pay, to be added to the 80 hours of regular pay (a total of 88 hours at a regular rate for the pay period). If the employee does not indicate that he/she wishes to receive holiday pay, the holiday shall be added to their vacation balance.

14.3.5. In continuous operations or seven day operations, when a holiday falls on a Saturday or Sunday, the actual holiday shall be observed rather than the District-observed holiday.

**14.4. Holiday During Vacation.** Holidays that fall during a vacation shall not be charged against vacation credits.

## **Article 15. VACATIONS**

### **15.1. Eligibility and Allowance.**

15.1.1. Employees who are eligible to be credited with vacation are those who have permanent or probationary status. Other appointments, however, if continuous with the current period of employment, shall be counted in determining the amount of vacation to be credited and the date of eligibility.

15.1.2. Eligible employees shall accrue vacation leave as follows:

CONTINUOUS SERVICE YEARS	VACATION LEAVE HOURS PER PAY PERIOD	VACATION DAYS PER YEAR
1st through 4 <sup>th</sup>	3.692	12
5th through 9th	4.616	15
10	5.539	18
11	5.539	18
12	5.539	18
13	5.847	19
14	6.154	20
15	6.462	21
16	6.770	22
17	7.077	23
18	7.385	24
19 and subsequent	7.693	25

15.1.3. Any increases an employee receives in vacation shall be prorated for the calendar year.

**15.2. Vacation Accrual.** All eligible employees shall accrue vacation on the basis of hours paid.

**15.3. Use of Vacation.**

15.3.1. At any time after completion of six (6) months of service, an eligible employee may use six (6) days credited for the first six months of employment. Thereafter, employees may use vacation leave equal to the accrued vacation leave credited to their account.

15.3.2. Vacation must be taken within the calendar year in which it is credited, with two exceptions:

a. Certain amounts of vacation may be deferred, as shown below.

b. Vacation started before the end of the year may be continued into the next year.

15.3.3. A maximum of 50 vacation leave days (400 hours) may be deferred by employees. Any employee with deferred vacation accrual in excess of 50 days (400 hours) at the end of any calendar year shall have his or her vacation leave balance adjusted and reduced to 50 vacation days at the beginning of the first payroll period in January unless there is specific written authorization from the General Manager to exceed such limits. Employees who have more than four hundred (400) hours of vacation accrued on December 31 will have the option of taking vacation in the first three (3) months of the next payroll year provided that approval of the employee's vacation request will not disrupt the work activities of the work unit or being paid for all vacation over 400 hours after the first quarter of the next payroll year.

**15.4. Choice of Vacation.**

15.4.1. Whenever possible, vacations shall 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 Department Head or Division Manager may place reasonable seasonal or other restrictions on the use of deferred vacation.

15.4.2. Supervisors shall prepare a schedule of available vacation periods for each classification in their organizational units which shall be based on efficient staffing of the unit in relation to estimated workload. Each employee shall indicate, by order of preference, the vacation period desired. Supervisors shall review these requests and resolve any conflict in favor of the employee with the most seniority (i.e., longest total continuous District service); provided, however, if an employee requests that 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.

15.4.3. Supervisors shall recommend the completed schedule to the Department Head or Division Manager. After the vacation schedule has been approved by the Department Head or Division Manager, an employee promoted or transferred into a unit may not "bump" another employee's previously scheduled vacation period without that employee's consent.

**15.5. Vacation Proration on Separation.** An employee eligible for vacation who is separated from District service for any reason shall receive a lump sum payment for any unused, earned vacation.

**15.6. Vacation Sell Back.** An employee may choose to sell back a maximum of eighty (80) hours of vacation leave to the District in one hour increments during the payroll year. Payments to employees resulting from such sell back of vacation shall not be considered "compensation" as defined in the Retirement Ordinance for the purpose of calculating terminal compensation.

**Article 16. PAID ABSENCE****16.1. Sick Leave.**

16.1.1. Eligibility. Any permanent or probationary employee who through no fault of his/her own, is unable to be present to perform his/her duties due to illness, injury, medical or dental treatment, or medical emergency in the employee's immediate family shall be granted sick leave in accordance with the provisions of this Section.

16.1.2. Accumulation. Employees shall accrue four (4) hours of sick leave credit for each full biweekly pay period of continuous service, to a maximum of 1040 hours (130 days) (see Article 16.1.7). Part-time employees shall receive prorata sick leave based upon their hours worked in any pay period.



16.1.3. Use. All sick leave used shall be deducted from the employee's credits, with the minimum chargeable time being 30 minutes. When sick leave credits are exhausted, unpaid sick leave shall be granted.

16.1.4. Family Sick Leave. When employee absence is required due to serious medical emergency in the employee's immediate family (i.e., mother, father, stepmother, stepfather, husband, wife, domestic partner, son, daughter, stepson, stepdaughter, brother, or sister), a maximum of thirteen (13) days (104 hours) accrued sick leave may be used in a payroll year (as defined in Article 8.7).

16.1.5. Substitution of Sick Leave for Vacation. If an employee becomes ill and takes sick leave before a scheduled vacation begins, the starting date of vacation may be postponed or vacation rescheduled as approved by the District. If an employee becomes ill after his/her last workday before vacation begins or during vacation and the illness extends more than two (2) vacation days, accumulated sick leave shall be substituted for vacation leave for each full day involved. Request for such substitution shall be made when the employee returns to work, unless he/she wishes to extend the absence, in which case he/she shall contact the supervisor before he/she is scheduled to return to work. Request for sick leave substitution shall be accompanied by a doctor's statement or other satisfactory evidence verifying the length of time the employee was incapacitated. Each vacation leave day that an employee was hospitalized may be converted to sick leave upon submission of satisfactory evidence of hospitalization.

16.1.6. Limitations. An employee who is unable to report for work and who fails to notify his/her supervisor in accordance with work unit procedures may not qualify for paid sick leave.

16.1.6.1. An employee whose illness or injury arises out of non-District employment is not entitled to sick leave.

16.1.6.2. All sick leave use is subject to review, verification, and approval by the District.

16.1.6.3. A doctor's certificate indicating time under doctor's care, approval for return to work, and any work limitations is required if sick leave extends to ten (10) consecutive workdays or more.

16.1.6.4. Upon return to work from sick leave, the employee's supervisor and Department Director/Division Manager may require an employee to be evaluated by a District-selected physician, if there is reasonable concern about the employee's fitness for duty, or if the employee has an illness that could be contagious. These evaluations shall be conducted on District time.

16.1.7. Retirement Credit. Consistent with the terms and conditions of the Retirement Ordinance, when an employee's sick leave accumulation reaches the maximum of 1040 hours, any hours which would have otherwise accrued thereafter shall be accumulated without limit. Such hours, when added to the existing sick leave accumulation, become Service Extension Credit to be applied when computing the employee retirement allowance.

16.1.8. Service Extension Credit/Conversion. When an employee is released for return to work as shown by medical evidence satisfactory to the District, after sick leave extending for ninety (90) calendar days or more, the hours of sick leave taken shall be restored to the employee's sick leave account by deducting that number of hours from any service extension credit in the employee's account at the time of return to work to a maximum of five hundred twenty (520) hours. Such sick leave shall be credited and available for use after the employee's return to work.

16.1.9. Sick Leave Pay-Out in Lieu of Service Extension Credit. Employees who separate from service due to retirement shall have the option of receiving a lump sum cash payment equal to the value of fifty percent of the accrued hours in the employee's sick leave account and Service Extension Credit account, at base rate, not including shift or other differentials or premiums, less applicable taxes, instead of and in lieu of receiving the Service Extension Credit pursuant to Article 16.1.7. and the Retirement Ordinance. Such lump sum payment shall not be considered "compensation" as defined in the Retirement Ordinance for the purpose of calculating terminal compensation.

16.1.10. Sick Leave Buy Back. Employees who use 18 hours or less of sick leave in a six-month period are eligible to sell back 8 hours or 16 hours of sick leave back to the District. Eligible employees may also convert 8 hours or 16 hours of sick leave to vacation hours.

16.1.11. Sick Leave/FMLA. Eligible employees who are on paid sick leave or job injury leave will be granted simultaneous leave under the FMLA, after an absence of thirteen (13) consecutive workdays effective January 1, 2004.

## **16.2. Special Leave.**

16.2.1. Death in Family. In the event of death in an employee's immediate family (parent, spouse, child, sibling, grandparent, grandchild, or any other person sharing a comparable relationship resulting from marriage or a registered domestic partner relationship), the employee shall be granted five (5) workdays of special leave.

16.2.2. Funeral of Relative. An employee shall be granted one (1) work day of special leave to attend the funeral of a close relative not in the employee's immediate family. Close relative includes, spouse's grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, , sister-in-law, brother-in-law, spouse's sister-in-law, spouse's brother-in-law, and employee's aunt, uncle, niece, nephew, and first cousin.

16.2.3. Other Deaths. An employee may request authorization by the General Manager or his/her designee for special leave involving deaths other than those listed in paragraphs 16.2.1 and 16.2.2 above, where the employee considers special leave justified. The decision of the General Manager is final and not subject to appeal.

16.2.4. Death in Family, Funeral of Relative, and other death leave shall be taken immediately following the death of the person unless, because of extenuating circumstances, another specified time is required and specific written authorization is granted by the General Manager to defer such leave to another specified period of time.

16.2.5. Jury Duty. An employee shall be granted necessary special leave for jury duty as detailed in an appropriate summons or order. The employee must notify the supervisor when he/she receives a jury duty summons and if requested by his/her supervisor, provide a copy of the instructions. The employee shall follow the practice of the jurisdiction for which they have been summoned, but must report back to work as soon as possible if not required to be present for jury duty or if released from jury duty during the workday.

16.2.6. Court Appearance. An employee subpoenaed to appear before a court or other public body on any matter not related to his/her work, shall be granted special leave for such purposes. Such leave shall not be granted if the employee is the plaintiff or defendant or if the court appearance is for domestic relations matters.

16.2.7. Military Physical Examination. An employee shall be granted special leave to take a required military physical examination.

16.2.8. Military Leave. The District shall grant military leave in accordance with applicable laws of the State of California.

16.2.9. Voting Time. An employee who is eligible to vote in primary and general elections shall be granted special leave, when required, not to exceed two (2) hours, at a time when the polls are open, in accordance with California State Law.

16.2.10. One Day Special Birthday Float. Each employee shall be granted special leave for his/her birthday based on the employment status of that employee, not to exceed a total of eight (8) hours, within the payroll year of his/her birthday, (e.g. regular/LT/TC employees will receive eight (8) hours, intermittent employees will receive six (6) hours, job-share employees will receive four (4) hours, and part-time employees will receive three and one-half (3.5 hours)). The payroll year is defined as the period beginning with the pay period for which pay is received in January, and ending with the last pay period for which pay is received in December. The District shall make every reasonable effort to accommodate an employee's request for a specific special leave day off, subject to the operational needs of the District. Eligible employees shall request and use the one day special birthday float by the end of the payroll year. If the one day special birthday float is not used by the end of the payroll year it shall be forfeited. Use of this birthday holiday after the payroll year but prior to the end of the calendar year shall be charged against the following payroll year.

16.2.11. Blood Donation. Consistent with District operating requirements, employees shall be granted special leave of two (2) hours for giving blood donations at the District, accredited hospital, or Red Cross blood banks.

### **16.3. Job Injury Leave**

16.3.1. Eligibility. Job injury leave shall be granted an employee who is unable to report to work following an injury or industrial disease which arises out of and during the course of his/her employment, provided that:

16.3.1.1. Requests for leave are accompanied by a statement from a District panel physician or pre-designated physician indicating the nature of the injury and an estimate of the time the employee shall be incapacitated for work; and

16.3.1.2. The reported injury or disease is accepted as industrial by the District's Third Party Workers' Compensation Administrator.

16.3.2. Compensation. When a job injury leave is authorized, the District shall grant paid leave or supplement payments made by the District's Third Party Workers' Compensation Administrator so that the employee will suffer no loss in his/her regular pay for a period not to exceed 480 total hours for each such injury. When lost time exceeds 480 total hours, the employee may choose to receive Workers' Compensation Insurance only, or he/she may choose to use sick leave, compensatory time and/or vacation leave which he/she has to his/her credit to supplement the compensation payments so that he/she shall suffer no loss in his/her regular pay until such leave is exhausted.

16.3.3. Personal Physician. Notwithstanding the above, pursuant to and consistent with applicable law, an employee may seek treatment from his/her personal physician. However, to provide a safeguard against abuse, the employee shall make every reasonable effort to be evaluated by a panel physician within 48 hours of the injury.

16.3.4. Reemployment Preference After Job Injury. A former permanent employee of the District currently not a District employee as a direct result of disabling job injury shall be granted reemployment preference as follows:

16.3.4.1. An employee who has recovered sufficiently in the opinion of a District-selected physician to resume his/her former duties shall be offered the first vacant position in the employee's former classification.

16.3.4.2. An employee as described above or an employee who has been rehabilitated and retrained for another occupation because of a disabling job injury and who has been placed on a District employment list and is eligible for consideration for a position shall be selected to the first vacant position.

16.3.5. The preference described above shall be in effect for a period of two (2) years beginning with the date that the employee is determined to be rehabilitated, or a total of four (4) years from the date of termination, whichever is less. The preference shall be absolute unless:

16.3.5.1. Mandatory selection or reinstatement of another person is required by the Civil Service Rules, the Retirement Ordinance, or law; or

16.3.5.2. The General Manager determines that selection for a specified position would be contrary to the interests of the District.

**Article 17. UNPAID ABSENCES****17.1. General Provisions.**

17.1.1. Leave of absence without pay for any reasonable purpose shall be granted an employee for up to six (6) months whenever the work of the operation concerned shall not be unduly impaired by such absence. Leave without pay may be extended for additional periods not to exceed thirty (30) days each with the approval of the General Manager.

17.1.2. There shall be no loss of vacation or sick leave credits for leaves without pay of 160 hours or less in a calendar year; thereafter, there shall be no accumulation of vacation and sick leave credits for any workday of unpaid leave. All leave without pay except unpaid sick leave or unpaid job injury leave is deducted from an employee's service when computing retirement credits. All employees who are hired after January 1, 2004 shall not accrue service credit in the Retirement System after 18 months of unpaid sick leave. All employees who were hired on or before January 1, 2004 shall continue to accrue service credit in the Retirement System during any period of unpaid sick leave or unpaid job injury leave, but not during a period of any other kind of leave without pay.

17.1.3. Insurance benefits at District expense for employees on unpaid sick leave may be terminated after eighteen (18) months of unpaid sick leave. However, an employee, at his/her option, may continue such benefits at his/her own expense.

**17.2. Maternity Leave.** Leave of absence without pay shall be granted a female employee for a maternity absence subject to the foregoing general provisions. Consideration of the commencement, length and duration of maternity leave shall include review of the report or recommendations of a medical authority acceptable to the District.

**17.3. Educational Leave.** On special approval of the General Manager, leave without pay for educational purposes may be granted to an employee for up to twelve (12) months, in cases where the educational experience is determined by the department head to benefit the District and District work operations are not unduly impaired. Approved educational leave shall be subject to the provisions of Section 17.1.2.

**17.4. Family Medical Leave.** Leave of absence without pay shall be granted for the birth or adoption of a child or for the serious health condition of a child, parent, or spouse, in accordance with the Family Medical Leave Act (FMLA).

**17.5. Limitations on Leave.** Employees must exhaust all accrued vacation before becoming eligible for unpaid leaves of absence; however, upon agreement between the employee and his/her supervisor, in extenuating circumstances, such unpaid leave shall not be unreasonably denied. Union business leave, maternity leave, family medical leave, and educational leave shall be exempt from the operation of this Section.

## Article 18. INSURANCE BENEFITS

**18.1. Health Insurance.** The District shall provide health plan coverage to eligible employees and dependents as follows in each approved District Health Plan that currently include:

18.1.1. Kaiser Foundation Health Plan. The District shall pay the full cost of premiums for eligible employees and eligible dependents coverage in the Kaiser Foundation Health Plan. During the life of the MOU, the following co-pays will be in effect unless a change is mandated by the provider:

- Office Visit co-pay                   \$15; \$20 effective January 2017
- Prescription Drug co-pay       \$10/\$15 effective January 2008 for generic and brand name drug types respectively
- Emergency Room co-pay       \$50; \$75 effective January 2017 (*waived if admitted*)

18.1.2. Association of California Water Agencies-Blue Cross (ACWA-BC). The District shall provide for ACWA-BC health plan coverage and shall pay the full cost of premiums for eligible employees only. The District will pay 85% of the costs of premiums for the employee plus dependents and the remainder shall be paid by the employee by payroll deduction. During the life of the MOU, the office visit co-pay for ACWA-BC will be \$15.00 and the prescription drug co-pay will be \$5.00/\$15.00 for generic and brand name drug types, respectively, unless a change is mandated by the provider.

18.1.3. Health Net California. The District shall pay the full cost of premiums for eligible employees only for Health Net California health plan. The District shall pay 85% of the costs for the employee plus dependents and the remainder shall be paid by the employee by payroll deduction. During the life of the MOU, the following co-pays will be in effect unless a change is mandated by the provider.

- Office Visit co-pay                   \$15; \$20 effective January 2017
- Prescription Drug co-pay       \$10/\$15/\$35 effective January 2008 for generic, brand and non-formulary drug types respectively
- Emergency Room co-pay       \$50; \$75 effective January 2017 (*waived if admitted*)
- Hospital Inpatient co-pay       \$50; \$100 effective January 2017

18.1.4. For employees without access to Kaiser Health Plan, the District will pay 100% of the medical insurance premium for the employee and dependent coverage in either of the other available District health plans (currently Health Net and Blue Cross). However, if the employee should again become eligible for Kaiser, District coverage will be provided as described in paragraphs 18.1.1, 18.1.2., and 18.1.3. above.

18.1.5. If federal or state legislation is enacted which will impact the District's health plans or practices, the parties shall reopen negotiations to the extent necessary to comply with the mandatory provisions of any legislation.

18.1.6. The amount of cash-in-lieu (currently \$150 per month) provided to employees who receive medical insurance coverage through their spouse or partner and elect not to receive District-paid medical insurance coverage will increase or decrease by \$10 for every employee who so elects, with a baseline of the current number of 58 District employees, with a minimum of \$150 per month to a maximum of \$450 per month. The District will count the number of employees who elect not to receive District-paid medical insurance in December of each year of the MOU and adjust the cash-in-lieu amount effective the following January 1st.

18.1.7. Employee paid medical premiums may be paid on a pre-tax basis in accordance with the IRS 125 Plan.

**18.2. Life Insurance.** The District shall pay the cost of employee premiums in the existing group life insurance plan. The face value of the basic life insurance shall be one and one-half times the employee's annual salary rounded to the nearest \$1000.00. This includes double indemnity for non-occupational accidental death and dismemberment according to scheduled benefits. Increases in costs which may occur during the term of this Contract shall be borne by the District.

18.2.1. Supplemental Life Insurance. Effective January 1, 2008, the District shall offer a group life insurance plan that allows an employee to purchase life insurance benefits for his or her spouse or partner. The employee shall pay for the cost of this benefit by payroll deduction.

**18.3. Dental Insurance.**

18.3.1. The District shall continue to pay the cost of premiums for those employees and eligible dependents enrolled in the group insurance plan with Delta Dental and to provide 100 percent basic coverage (50 percent prosthodontics) to a maximum of two thousand dollars (\$2000), with a deductible of \$15 for the employee and eligible dependents up to a maximum of three (3) such deductions per family unit per year. Increases in costs which may occur during the term of this Contract shall be borne by the District.

18.3.2. The District shall provide for orthodontic benefits and coverage for all eligible employees and dependents. Such coverage shall be 50/50 co-insurance with a three thousand dollar (\$3,000) lifetime maximum per patient with no deductible. Also, the Union agrees that any increase in orthodontic premiums shall be paid for by each individual employee during the term of this Contract, notwithstanding any other language. Newly-hired employees shall have a one-year waiting period for orthodontic coverage without claims.

**18.4. Long Term Disability Insurance.** The District agrees to continue the existing salary continuation plan (voluntary group long-term disability insurance) and to pay the full cost per month toward the premium for each participating employee effective September 1, 1994.

**18.5. State Disability Insurance (SDI)/Paid Family Leave (PFL).** Employees represented by Local 2019 shall have SDI premiums deducted from their individual salaries at the rate determined by the State of California. When an employee or qualified dependent sustains an injury or illness that qualifies him/her to receive SDI/PFL payments, the employee will receive SDI/PFL payments from the State based on the benefit amount in effect at the time the injury or illness occurs.

18.5.1. State Disability Insurance (SDI). An injured or ill employee may use accrued sick leave, and after sick leave is exhausted, may use compensatory time then vacation to supplement SDI payments from the State if requested in writing provided that:

- a. The combined total of the SDI payment and accrued leave payment does not exceed 100% of the employee's regular biweekly base salary; and
- b. The employee provides a copy of his/her SDI benefit check to the District or authorizes the District to directly receive his/her SDI benefit check so that State and District benefit payments can be coordinated as described in (a) above. Coordination of leave balances with SDI will not be made retroactively.

18.5.2. Paid Family Leave (PFL). The employee may use in the following order family sick leave, compensatory time then vacation to supplement PFL payments from the State if requested in writing provided that:

- a. The combined total of the PFL payment and accrued leave payment does not exceed 100% of the employee's regular biweekly base salary; and
- b. The employee provides a copy of his/her PFL benefit check to the District or authorizes the District to directly receive his/her PFL benefit check so that State and District benefit payments can be coordinated as described in (a) above. Coordination of leave balances with PFL will not be made retroactively.

**18.6. Insurance Providers/Self-insurance.** Except for the Kaiser Foundation Health Plan, the District may change or eliminate the carriers or providers of any of the benefits set forth in this Article or self-insure (provided that there is no decrease in benefit levels), and provide an equivalent plan under Sections 18.1, 18.2, 18.3, and/or 18.4, set forth above, provided the Union is notified in writing prior to such change. Upon written request, the District shall consult with the Union concerning such change. Whenever any insurance carrier except Kaiser refuses to provide coverage for any specific benefit or proposes an increase in its premium of more than twenty percent (20%), the District, after consultation with the Union, may change carriers or benefits as long as a good faith, reasonable effort is made by the District to provide comparable available benefits.

**18.7. Vision Insurance.**

18.7.1. The District shall pay the cost of premiums for those employees and eligible dependents



enrolled in the group Vision Service Plan, Plan B with a \$10 co-payment. Increases in costs which may occur during the term of this Contract shall be borne by the District.

### **18.8. Retirement.**

18.8.1. Eligibility for the Employee Retirement System (ERS). Local 2019 represented employees are eligible to participate in the District's ERS in accordance with IRS rules and regulations and the District's "Employee Retirement System Ordinance".

18.8.2. Retirement Multipliers. The District retirement multipliers are 2.6% and 2.82% depending on the plan the employee participates in, for all participants who earn District Service Credit on or after January 1, 2004.

18.8.3. Legacy Employee Contribution Rate. .

- a) Effective April 22, 2013, the employee contribution rate of District employees covered by this Memorandum of Understanding will be increased by 0.5% to 7.33%
- b) Effective April 21, 2014, the employee contribution rate will be 7.83%
- c) Effective April 20, 2015, the employee contribution rate will be 8.33%
- d) Effective April 18, 2016, the employee contribution rate will be 8.75%

18.8.4. The employee contribution rate is fixed as specified above unless the parties agree to an improvement in current retirement benefits through the meet and confer process.

18.8.5. Any improvements made by the District to current retirement benefits during the life of this agreement, such as improvements to HIB and COLA, shall be made solely at the District's expense.

## **Article 19. SUPPLEMENTAL BENEFITS**

### **19.1. Supplemental Benefits Program.**

19.1.1. The District shall make payments for full time status, and probationary employees under IRS Code Section 125 in the amount of:

- \$905 effective January 1, 2011

19.1.2. Eligible employees may elect in the last quarter of each calendar year to use pre-tax program funds for District-designated IRS Code Section 125 - Benefits, or to receive program funds in cash on a taxable basis.

19.1.3. Full time and probationary employees shall be eligible for supplemental benefits upon hire

19.1.4. Program payments shall begin after the first quarter of each year and shall be made quarterly (or semi-annually or annually at the employee's option to be determined during each annual election) within 30 days after the end of each quarter. For those who elect to receive cash on a taxable basis, a lump sum amount shall be paid after the first quarter of the year.

19.1.5. The District may, after consultation with the Union, add or delete for future calendar years any IRS Code Section 125-approved benefits.

19.1.6. A third party administrator shall administer the program, including making payments or reimbursements provided for by the program and IRS Code provisions.

## **19.2. Dependent Care Program.**

19.2.1. The District shall establish a salary reduction plan as provided by Section 125 of the Internal Revenue Service Code permitting employees to designate a portion of their annual salary to be withheld and subsequently used to provide pre-tax reimbursement for verified medical and dependent care expenses, subject to the rules of the IRS and governing regulations.

19.2.2. Maximum Reimbursement Amounts. The maximum annual amount that may be deducted from the employee's annual salary for reimbursement of non-medical dependent care expenses is \$5,000 minus the District's contribution. The maximum amount that may be used for reimbursement for personal and dependent medical expenses is \$5,000 plus the District's contribution.

19.2.3. All medical and dependent care expenses for which reimbursement is required must comply with the requirements of the IRS Code.

## **19.3. 401(a)/401(k)/457 Salary Deferral Accounts.**

19.3.1. Eligibility for 401(a) Plan. Employees who work in classifications represented by Local 2019 are eligible to participate in the District's 401(a) deferred compensation program in accordance with IRS rules, regulations, and District procedures.

19.3.2. Eligibility for 401(k) Plan. Employees who work in classifications represented by Local 2019 are eligible to participate in the District's 401(k) deferred compensation program in accordance with IRS rules, regulations, and District procedures.

19.3.3. Eligibility for 457. All employees who work in classifications represented by Local 2019 are eligible to participate in the District's 457 deferred compensation program in accordance with IRS rules, regulations, and District procedures.

19.3.4. Administration Fees. The District will pay up to a maximum of \$105,500 annually for District-wide administration of the 401(a)/401(k)/457 deferred compensation programs. If administrative fees exceed \$105,500, the participating employees in the program will assume the additional costs.

19.3.5. Deferred Compensation Committee Participation. Local 2019 shall be provided formal and equitable participation in the 401(a)/401(k)/457 deferred compensation committee as determined by the committee.

#### **19.4. Exclusions.**

19.4.1. Employees who participate in any District deferred compensation plan may not defer sick leave buyback payments to their deferred compensation accounts.

### **Article 20. VARIABLE DUES DEDUCTION**

The District shall provide variable dues deductions for approved group automobile and group legal insurance for Union members to the extent permitted by law.

### **Article 21. EXAMINATIONS AND TRAINING**

**21.1. Recording of Oral Examinations.** Oral examinations shall be recorded by audio tape recorder. All audio tape recordings shall be the property of and remain in the custody of the District; provided, however, the Union shall have reasonable access thereto. Recordings shall be retained by the District for ninety (90) days after establishment of the employment list resulting from the examinations or, if there is a protest, until the protest is resolved.

**21.2. Inspection of Examinations.** Consistent with District operating requirements and with the provisions of Civil Service Rules, employees participating in District Civil Service examinations shall be permitted reasonable time during working hours, without loss of time or pay, to inspect their examination papers. Such review may include Scantron answer sheets and test products generated by the employee during the exam process such as their own writing project. Review shall not include keyed test materials, rating criteria, scoring information, or any standardized exam material which may be re-used in future selection procedures.

**21.3. Training.** The District shall attempt to provide and distribute training opportunities in a fair and equitable manner for all employees within a work unit or classification.

### **Article 22. CAREER DEVELOPMENT**

**22.1. Internal Promotions.** The purpose of this section is to enhance the promotional opportunities for District employees.

22.1.1. Regular employees who have completed probation in at least one classification may submit an application for transfer to a class at any time and subsequently be tested when the examination is conducted.

22.1.2. Examinations will typically be open to both public and internal competition, however, an examination shall be administered on a closed promotional basis when the Manager of Human Resources determines that the number, diversity and qualifications of potential employee applicants are sufficient to generate a minimum of five (5) candidates per vacancy, to fill the current and anticipated openings, during the life of the list.

22.1.3. When the above criteria are not met, internal and external recruitments shall be conducted simultaneously. Both an open eligible list and an internal eligible list shall be established from those candidates who are successful in the examination process. All employees with Civil Service status who pass the examination shall be placed on the Internal Eligible list in rank order by final score. All other successful candidates shall be placed on the Open Eligible List. A successful candidate will be placed on only one list. The top five ranks on the internal list and top three ranks on the external list shall be certified to the appointing authority. For each additional vacancy for which the certification is requested simultaneously, the Manager of Human Resources shall certify the names(s) from one additional rank on the open and internal eligible lists. Upon request of the appointing authority, the remainder of the internal eligible list will be certified in rank order by overall score. The hiring supervisor may interview additional internal candidates in the order certified providing no ranks are skipped.

Hiring supervisors must interview all candidates in the ranks certified from the internal eligible list. If they choose to interview from the open eligible list, they must interview all candidates in the ranks certified.

22.1.4. A demotion is movement to a classification with a lower top salary than the employee's current regular position. Employees may apply for voluntary demotion by submitting an application to Human Resources. They shall be placed on the Demotion List if they meet the minimum qualifications for the classification. The voluntary Demotion List shall be certified to the hiring supervisor(s) along with other employment lists. An employee's name shall remain on the voluntary Demotion List for one year. The District may also demote an employee on an involuntary basis consistent with other District rules and practices.

22.1.5. Employees may apply to administratively transfer without exam between classifications which have the same salary levels and identical or very similar minimum qualifications (e.g., Senior Administrative Clerk and Administrative Secretary II), if they have regular status in one class.

## **22.2. Reassignment.**

### **22.2.1. Introduction.**

22.2.1.1. The District shall encourage the use of the Reassignment Program whenever possible. The General Manager shall send a memo to all Managers and Supervisors advising them that they must seriously consider employees who have placed their names on Reassignment Lists.

### 22.2.2. Eligibility For Reassignment.

22.2.2.1. Employees may be added to a Reassignment List anytime during the year through submission of a short form application.

22.2.2.2. Each June, employees will be reminded/informed of the reassignment process by e-mail, a "LOG" article and Bulletin Board postings.

22.2.2.3. Each June (end), a renewal packet will be sent to employees on reassignment lists. An employee may renew eligibility by returning the application form. When the application form is submitted, the employee shall be placed on the reassignment list for the current fiscal year.

22.2.2.4. Each July, employees' names will be purged from reassignment list unless the employee renewed eligibility in June.

22.2.2.5. A special reassignment availability form will be developed to allow employees to specifically identify positions/assignments for which they would like to be considered.

22.2.2.6. Names shall be placed on the reassignment list in the order received.

22.2.2.7. Employees who waive interviews will not be removed from the reassignment list.

22.2.2.8. An employee shall be removed from the reassignment list upon placement through this process in a new position and shall be ineligible to sign up again for one year.

22.2.2.9. Employees who have been subject to more than one written warning and/or who have been suspended within the last year are not eligible for reassignment.

22.2.2.10. Probationary employees are ineligible.

22.2.2.11. Employees who apply for reassignment and are selected and decline shall be ineligible for reassignment for one year from that date.

### 22.2.3. Certification.

22.2.3.1. Department submits PE-66, Personnel Request.

22.2.3.2. The hiring supervisor may also interview as many applicants on the reassignment list as he/she chooses. The reassignment list shall be included in the certification even if only one name is on the list.

22.2.3.3. All names on the reassignment list will be certified along with all names on the transfer, demotion and reinstatement lists and the top three (3) ranks on the eligible list.

22.2.3.4. Names shall not be added to any list once a certification has been made.

22.2.4. Consideration/Interviews.

22.2.4.1. Information on underutilization in the job group and occupational category is to be considered by the hiring supervisor in making any hiring decision.

22.2.4.2. The supervisor shall consider the application materials of all applicants certified.

22.2.4.3. The appointment may be made from any of the lists certified.

22.2.5. PE-80, Notice of Personnel Action and X-45, District Employment.

22.2.5.1. These recommendations and comments are reviewed for approval as usual.

22.2.6. Reports. The District shall provide the Union with annual activity reports on the usage of reassignment lists for Local 2019 represented classifications. The District shall review the results of the reassignment program with the Union each year.

22.2.7. Duration of Eligible Lists.

22.2.7.1. The duration of employment eligible lists shall be one (1) year unless extended, at the District's discretion, for up to one (1) additional year.

22.2.7.2. The District shall review list extension results with Union representatives on an annual basis beginning one year from the date of this Contract to determine impact on promotional opportunities for District employees. Should the number or percentage of promotions decrease in 50% or more of the classifications, the District shall agree to limit the extension of eligible lists to an additional six (6) months except for entry-level examination processes where lists may be extended for one (1) additional year.

**22.3. Classification Study Requests.** Employees are encouraged to first discuss any concerns regarding the classification of their position with their immediate supervisor. If review of the issues with the supervisor and appropriate department management staff does not resolve the classification concerns, an employee may submit a written request for a study of their position. The District shall determine whether the issue causing the request is clearly one of classification. In conducting this initial review, staff may discuss the request with the employee, their supervisor, and/or other management personnel in the department. The District will issue a memo to employees with a copy to the union acknowledging the receipt of a written classification study request within 15 workdays of receiving the request. If the written request is found to be one in which a classification study is appropriate, the District will also provide a projected timeframe for conducting the study. In the event that the study results in reclassification of the employee and their position to a higher pay level, the effective date of the higher salary would be retroactive to the lesser of four months or the date the employee submitted the formal request.

**Article 23. PERSONNEL FILES**

**23.1. Review of Employee Personnel File.** Employees shall have the right to review their personnel files pursuant to applicable state law. No information shall be placed in an employee's personnel file without the employee receiving a copy of the information. The employee shall have the right to respond to any such material. Medical information shall be forwarded to an employee's medical doctor upon written request.

**23.2. Confidentiality.**

23.2.1. Employee personnel files shall be held in strict confidence by the District and shall be subject to inspection only by officials of the District acting on official District business, the employee, or Union officials, in accordance with the employee's written instructions (which shall be filed in the personnel file), or as otherwise required by law (such as by subpoena).

23.2.2. In the event that a business inquirer, creditor, or other person contacts any District supervisor to obtain job reference information on any former or current District employee, the information given out shall be limited to verification of employment, length of employment, and verification of salary range if the person inquiring first states a salary in the correct range to the District.

**23.3. Disciplinary Documents.** All disciplinary documents in an employee's personnel file (with the exception of suspension letters), will be removed from the file three (3) years after date of issuance at the request of the affected employee. Letters of suspension shall be removed after three (3) years, at the request of the employee, if no additional written disciplinary action (reprimand or suspension) has been imposed within the three (3) year period following the initial suspension. There must be a three (3) year period without any documented disciplinary action before a suspension letter shall be removed from the employee's personnel file.

**23.4. Counseling Memos.** Counseling memos shall be removed from a supervisor's file after one (1) year unless the employee has not corrected the work performance or work behavior that led to the counseling memo and has received another counseling memo or been disciplined. Supervisors may specify time frames shorter than one (1) year for removal of counseling letters from the supervisory file.

**Article 24. GRIEVANCE PROCEDURE**

**24.1. Intent.** The District and the Union recognize the necessity for speedy and equitable adjustment of all complaints as close as possible to the point of origin. Whenever possible, grievances should be settled with supervisors in the department/division where the grievance originates. It is the intention of the District and the Union to eliminate unnecessary grievances, and to promptly and equitably adjust all those grievances which are meritorious.

**24.2. Definitions.****24.2.1. Grievance.**

24.2.1.1. A grievance is any dispute between the District and an employee or group of employees concerning the interpretation or application of this Contract; or the interpretation or application of rules or regulations governing personnel practices or working conditions; or the interpretation, application, or the practical consequences of a District Rights decision on wages, hours and other terms and conditions of employment. The Union shall be allowed to file a grievance on behalf of a current employee and on behalf of an identifiable group of current employees.

24.2.1.2. If the grievance involves employees in only one division, the grievance shall be filed with the Division Manager at Step 1. If the grievance involves employees in more than one (1) division, the grievance shall be filed with the Manager of Employee Relations at Step 1.

24.2.1.3. A dispute over the terms of this Contract, or over the terms of rules or regulations governing personnel practices or working conditions, or over the terms of a District Rights decision on wages, hours and other terms and conditions of employment shall not constitute a grievance.

24.2.2. Immediate Supervisor. The person from whom an employee receives his/ her work assignments, such as a Civil Drafting Supervisor, Supervising Ranger/Naturalist, Customer Services Supervisor, Supervising Chemist, Senior Engineer, or Senior Accountant.

24.2.3. Work Unit Supervisor. The highest supervisor within the employee's work unit, such as the Management Services Administrator, Engineering Manager, Supervisor of Purchasing, Supervisor of Construction Inspection, or Surveying Supervisor.

24.2.4. Limited Civil Service Examination Grievance Procedure. A separate grievance procedure is included in Section 24.4. of this Article to cover grievances arising out of any civil service examination challenge up to and including the establishment of a register.

**24.3. Procedural Steps.****24.3.1. Step 1. Informal Discussion/Filing of Grievance Statement.**

24.3.1.1. The employee who has a grievance other than discrimination may, with or without the assistance of a representative, discuss the matter informally with his/her immediate supervisor. If the grievance is not settled through informal discussion and the employee desires further review, a completed and written Form PE-105, "Statement of Grievance", must be submitted to the employee's immediate supervisor within twelve (12) workdays from the initial date he/she knew, or reasonably could know, of the act or omission causing the grievance. If the grievance is challenging a disciplinary action, the grievance shall be filed with the supervisor of the person who rendered the disciplinary action within twelve (12) workdays.



24.3.1.1.1. The PE-105 shall contain the following information: (1) a statement of the grievance and all relevant facts; (2) specific provision(s) of the Contract allegedly violated; and (3) the remedy sought.

24.3.1.1.2. The immediate supervisor shall promptly discuss the matter with the employee, the work unit supervisor, and any others who should be directly involved and attempt to arrive at a solution. The supervisor shall provide a written answer to the employee that sets forth the supervisor's rationale and decision within five (5) workdays of receipt by the supervisor of the written Form PE-105. The decision of the immediate supervisor shall be applicable only to the grievance being reviewed and considered.

24.3.1.2. Alleged Unlawful Discrimination.

24.3.1.2.1. If an employee is seeking redress from an action, decision, policy, or condition that he/she believes discriminated against him/her to the extent the applicable law prohibits such discrimination by reason of his/her race, religious creed, color, age, marital status, national origin, ancestry, sex, sexual orientation, physical or mental disability (including HIV and AIDS), or medical condition (cancer or genetic characteristic), the employee shall first discuss his/her complaint with his/her immediate supervisor; provided that an employee may alternatively discuss their complaint informally with the Affirmative Action Officer.

If an employee is seeking redress from a District action, decision, policy, or condition that he/she believes to be a result of union membership, non-membership, or any lawful union activity, then the grievance shall be filed with the Manager of Employee Relations.

24.3.1.2.2. If the grievance is not settled through informal discussion and the employee desires further review, a completed and written EEO Discrimination/Harassment Complaint Form and the grievance should be submitted to the Affirmative Action Officer within thirty (30) workdays from the initial date he/she knew or could reasonably have known of the act or omission causing the complaint. The complaint shall be processed in accordance with the EEO Discrimination/ Harassment Complaint Procedure 105. The Affirmative Action Officer is the final District review level of EEO complaints. If the complaint as described in the EEO Discrimination/Harassment Complaint Form remains unresolved, the grievant may submit the grievance directly to binding arbitration as described in Article 24.3.3.2. below.

24.3.2. Step 2. Board of Adjustment.

24.3.2.1. If the employee is not satisfied with the Step 1 written response from his/her immediate supervisor, the employee must submit the completed Form PE-105, "Statement of Grievance", to the Manager of Employee Relations with the names of the Union's Board of Adjustment representatives within ten (10) workdays of the Step 1 written response.

24.3.2.2. A Board of Adjustment meeting shall be held within ten (10) workdays of the receipt of the Form PE-105, "Statement of Grievance" by the Manager of Employee Relations. In all grievances except those involving suspension and/or discharge, the Board of Adjustment shall be comprised of the Division Manager and the Manager of Employee Relations or his/her

delegate and not more than two representatives from the bargaining unit. The Manager of Employee Relations or his/her delegate shall chair the Board of Adjustment. If the Division Manager made the decision being grieved, another Division Manager shall be appointed to serve on the Board. In all grievances involving suspension without pay or discharge, the Department Manager will replace the Division Manager. No relatives of the grievant or members of the grievant's household may sit on a Board of Adjustment for either of the parties.

Individuals named in a grievance shall not be allowed to sit on the Board of Adjustment hearing for that grievance.

24.3.2.3. The purpose of the Board of Adjustment meeting shall be (1) to review the facts of the grievance and to conduct a further investigation of the situation if appropriate, and (2) to explore alternative methods of resolving the grievance. Unless the parties mutually agree otherwise, any settlement agreement reached at the Step 2 level shall be reduced to writing within five (5) workdays. If no agreement is reached, Management's decision shall be reduced to writing within five (5) workdays.

#### 24.3.3. Step 3. Binding Arbitration.

24.3.3.1. If the grievance as described in the PE-105 in Step 1 remains unresolved, the grievant may submit the grievance to binding arbitration in accordance with the procedures set forth in Step 3.

24.3.3.2. A request for arbitration shall be in writing and addressed to the Manager of Employee Relations and must be postmarked within forty-five (45) workdays after the employee's receipt of the decision in Step 2. The request shall clearly state the issue to be arbitrated. The District, or its representative, and the employee, or his/her representative, shall jointly select an impartial arbitrator. If they are unable to agree upon an arbitrator, the District shall request a list of arbitrators from either the American Arbitration Association, the California State Conciliation Service or Federal Mediation and Conciliation Service. The arbitrator shall be selected as mutually agreed upon, or in accordance with applicable rules of the agency selected within twenty (20) workdays of receipt of the request for arbitration from the grievant/union. The arbitrator will be requested to hold the hearing within thirty (30) workdays of the request to arbitrate and to render a decision within sixty (60) workdays of the receipt of briefs.

24.3.3.3. The arbitrator shall limit his/her findings and recommendations strictly to the interpretation, application and enforcement of the provisions of this Contract, or the interpretation or application of rules or regulations governing personnel practices or working conditions. In cases of suspension or discharge, the arbitrator shall limit his/her findings and recommendations strictly to the issue of cause.

24.3.3.3.1. The arbitrator's hearing shall be formal and conducted in accordance with usual administrative practices, including recording of proceedings by certified reporter and testimony given under oath. If a transcript of the proceedings is ordered by either party, each party shall pay for its own copies.

24.3.3.3.2. The arbitrator shall in no case make any recommendations:

1. contrary to, or inconsistent with or modifying or varying in any way, the terms of the Contract, or the terms of rules or regulations governing personnel practices or working conditions;
2. inconsistent with the District's duties, responsibilities or obligations particularly with regard to public health and safety and including the Municipal Utility District Act or any other State or Federal law to which the District is subject;
3. concerning the grievance of any employee who has elected to process a grievance through any other appeal procedure established by the District;
4. ordering any wage increase or decrease;
5. ordering the payment of back wages for more than six (6) months prior to the date a written grievance is filed;
6. reversing, overruling, or otherwise modifying any District decision or omission except after finding (a) the District decision violated some express provision of the Contract or rules and regulations governing personnel practices or working conditions; or (b) the District decision or omission was under the circumstances arbitrary, capricious or discriminatory.

24.3.3.3.3. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. The District shall have no obligation to compensate employees, with the exception of the Chief Steward and the aggrieved in other than suspension or discharge cases, for time lost during arbitration proceedings, except when any employee is requested by the District to participate in such arbitration proceedings.

24.3.3.3.4. The expenses of the arbitrator and certified court reporter (if used) shall be shared equally by the District and the Union or employee, as appropriate.

#### **24.4. Procedural Steps for Limited Civil Service Examination Grievance Procedure.**

24.4.1. Step 1. The Union may file a Limited Civil Service Examination Grievance on behalf of a current employee or group of current employees by submitting a PE-105 to the Manager of Human Resources within the following time limits:

24.4.1.1. Disqualification from examination - Within five (5) working days of notice of disqualification and prior to the administration of the examination.

24.4.1.2. Examination results - Within five (5) working days of notice of examination results.

24.4.1.3. Other grievances pertaining to recruitment, examination, or selection as stated in the Civil Service Rules - Within five (5) working days from the initial date he/she knew, or reasonably could know, of the act or omission causing the grievance.

24.4.1.3.1. Manager of Human Resources shall provide a written answer to the union setting forth his/her decision and rationale within five (5) days of receipt of the PE-105, "Statement of Grievance".

24.4.2. Step 2. If the union desires to appeal the Manager of Human Resources' decision, it shall notify the Manager of Human Resources in writing within five (5) working days from receipt of the Manager of Human Resources' decision, that it desires to submit the grievance as set forth in the PE-105, "Statement of Grievance", to expedited arbitration. The expedited arbitration process for Limited Civil Service Examination Grievances shall be as described below and shall be the exclusive means for the resolution of such disputes:

24.4.2.1. Selection of Arbitrator and Scheduling of Hearing. Within five (5) working days of the Union's notice to the Manager of Human Resources, an impartial arbitrator shall be jointly selected by the District and Union. If the parties cannot agree on an arbitrator, then the District will request a list of seven (7) arbitrators from the California State Mediation and Conciliation Service and the parties shall select an arbitrator by mutual agreement or alternately striking names.

24.4.2.2. The hearing shall be held within 10 working days of the arbitrator's selection. If the arbitrator has no available date within 10 working days, another arbitrator shall be selected until an arbitrator can be found who is available within the 10 working days time limit.

24.4.2.3. Pre-Hearing Submission and Conduct of the Hearing.

24.4.2.3.1. The District and the Union shall each submit three (3) calendar days prior to the hearing a pre-hearing statement to the arbitrator, with a copy to the other party, outlining its position and appending whatever exhibits it wishes to present.

24.4.2.3.2. Unless the parties mutually agree to the contrary, each party shall have up to two (2) hours to present its case, but may reserve up to one-half (1/2) hour of such time to respond to the other party's presentation. The presentation may be made by way of statement by the party's representative, presentation of witnesses or both, but the hearing shall be informal and rules of evidence shall not apply. No transcript or recording shall be kept.

24.4.2.4. Decision. The arbitrator shall issue a written award within three (3) working days after the close of the hearing. During this period, the arbitrator may convene the parties for up to an additional two hours if the arbitrator wishes to raise additional questions. The award shall be final and binding.

24.4.2.5. Costs. The fee and expenses of the arbitrator shall be shared equally by the parties.

**24.5. Election of Remedies.**

24.5.1. It is the intent of the parties that this grievance procedure shall be the exclusive remedy for the resolution of grievances as defined in Article 24.3.

24.5.2. It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing employee, the Union, and all persons it represents to litigate or otherwise contest the appealed subject matter through the District Complaint Procedure or the District Civil Service Procedure. Litigation or any other contest of the subject matter in any court or other available forum shall constitute an election of remedies and a waiver of the right to utilize this grievance procedure or to arbitrate the matter. This paragraph is not intended to bar an employee from pursuing any cause of action which has been established by statute.

**24.6. Waiver of Steps and Time Limits.** Except when otherwise provided, all steps of the grievance procedure shall be utilized unless a waiver of one or more steps is mutually agreed upon in writing. If the employee or the Union fails to process a grievance within specified time limits, the grievance shall be deemed concluded on the basis of the last decision reached, unless an extension of time limits is mutually agreed upon by the parties in writing. If the District fails to respond within the specified time limits, the grievant may appeal the next step, within the specified time limits.

**24.7. Suspension of the Grievance Procedure.** If this Contract is violated by the occurrence of a strike, work stoppage, other interruption or impending disruption of work, no grievance shall be processed while such violation continues. The grievance procedure outlined herein shall not be applicable to grievances arising in the period between the termination of this Contract and the effective date of its successor. However, if the parties, despite the termination of the Contract, are continuing to meet and confer in good faith and an impasse in the negotiations has not been reached, the grievance procedure shall continue to be applicable.

**Article 25. DISCIPLINE**

**25.1. Procedure.** A regular employee may be disciplined for cause by a written warning, suspension, or discharge. Such disciplinary action shall be subject to appeal through the grievance procedure described in Article 24 of this Contract.

25.1.1. When the District is considering taking major disciplinary action (suspension in excess of 5 workdays or discharge), it shall provide copies of all written and other relevant materials used by the District, to the employee and his/her representative before the scheduled pre-disciplinary meeting. The District is not precluded from considering information obtained by the District after the pre-disciplinary meeting in response to the statements made by an employee or his/her representative during the disciplinary meeting and shall provide copies of any additional information.

25.1.2. Before imposing the suspension, a supervisor shall advise the employee that the subject of suspension will be discussed and that the employee may be accompanied by a representative.

Upon such suspension, the supervisor shall notify the employee, in writing, of the reason for and duration of the suspension. An employee ordered to leave his/her work for disciplinary reasons shall, before leaving the District premises, have the right to consult with his/her Union steward or officer, unless the employee presents a danger to himself/herself, others, or property. In such a case, the supervisor shall promptly notify the Union steward or officer of the action taken, the reasons for, and duration of the suspension.

25.1.3. Whenever the employee is not present at his/her workplace when a suspension is deemed necessary, the employee and the Union shall be notified by telephone or mail within one (1) workday following the effective date of suspension. Such notice shall state the reasons for and duration of the suspension.

25.1.4. In all cases where the District may conclude that an employee's conduct may justify discharge, such employee shall first be suspended. Such initial suspension shall not be for more than five (5) workdays. During such period, the District shall decide whether the suspension without pay already given is considered sufficient, or, dependent on the facts of the case, whether it should be extended, reduced or converted into a discharge, or that no discipline should have been given.

**25.2. Civil Service Appeal.** The employee, with or without his/her designated representative, shall have the right to appeal a suspension or discharge either in accordance with the grievance procedure in Article 24 or in accordance with Civil Service Rule XIII, APPEALS, but in no case under both.

## **Article 26. INTERFERENCE WITH WORK**

The Union agrees to refrain from engaging in, encouraging, or condoning, either directly or indirectly, any strike, work stoppage, slowdown, sit-down, stay-away, picketing, or any other forms of interference with the operations of the District during the term of this Contract. The District agrees that there shall be no lock-out against employees during the life of this Contract.

## **Article 27. SAFETY**

**27.1. Safe Working Conditions.** The District shall devote every effort to see that District operations are performed with a maximum degree of safety consistent with the requirements of the work to be performed.

**27.2. Medical Tests on Employees.** It is understood that information pertaining to accidents or injuries is confidential. It is also understood that, where employees are exposed to carcinogens or other harmful substances which exceed the threshold limit values, medical monitoring is required.

**27.3. Results of Government Inspections.** The District shall provide Local 2019 with Cal/OSHA notices, postings, accident investigation reports, citations, hearing decisions and other documents which, by law, require the District to take action.

**27.4. Accident Records.** The District shall provide the Union with its monthly safety summaries. It shall also provide the Union with Cal/OSHA 200 reports.

**27.5. List of Substances and Processes.** The District, in compliance with the State General Safety Orders, maintains Material Safety Data Sheets on special hazardous substances and processes. Upon request of the Union, the District shall supply it with a list of all chemicals, etc., for which it has such data sheets. Additionally, upon request, it shall also provide specific Material Safety Data Sheets.

**27.6. Report of Safety Violations.** Employees are obligated to report all known safety violations at the time they occur or as soon thereafter as is practical to their immediate supervisor.

**27.7. No Smoking.** The General Manager shall issue a directive prohibiting smoking in any District building or District vehicle. Smokers shall be accommodated by designating smoking areas outside away from building entrances and air intakes.

**Article 28. PROBATIONARY PERIOD**

There shall be a twelve (12) month probationary period for all newly hired employees in professional, technical and scientific job classifications. All other probationary periods shall be six (6) months in length.

**Article 29. PART-TIME/LESS THAN FULL-TIME (INTERMITTENT) EMPLOYEES**

For purpose of defining part-time and less than full-time (Intermittent) employees, a full-time position is 2080 aggregate hours in a payroll year.

**29.1. Definition Part-time Employee .** A part-time employee is restricted from working more than 40 percent (40%) of the hours worked by employees in equivalent full-time positions or more than 832 hours in a payroll year (as defined in Article 8.7.1). Part-time employees are exempt from civil service status and cannot grieve disciplinary actions or termination of their employment.

29.1.1 Part-time Employee Benefits: Part-time employees are eligible for the following benefits:

Holidays	3.5 hours paid time for each District holiday, provided the employee works or is on authorized paid leave for a minimum of 16 hours in the pay period in which the holiday occurs.
Birthday Floater Holiday	3.5 hours paid time
Vacation	Pro-rated accruals based on hours worked in accordance with Article 15

Sick Leave	Pro-rated accruals based on hours worked in accordance with Article 16
State Disability Insurance (SDI)	As prescribed by the State
401k, 457 Deferred Compensation Plan	Eligible to participate (401k/457 upon plan modification)
Work Out of Class	Eligible to work 192 hours per payroll year
Job Injury Leave	192 hours
Vacation Sell Back	Up to 80 hours of accrued vacation time may be sold back to the District in one hour increments during the payroll year.
Sick Leave Buy Back	Up to 16 hours of sick leave may be converted to vacation or cash payment if the employee has not used more than 18 hours of sick leave in 6 months
Domestic Partners	Employees who register their domestic partner are eligible for all family emergency leaves
Transportation Subsidy	Eligible for participation in the transportation subsidy program at 50% of the agreed upon amount for full-time employees

**29.2. Definition Less Than Full-Time (Intermittent) Employees.** Less than full-time (Intermittent) employees are employees who work less than full-time but one-half or more of a standard workday or a workweek or more than 1040 aggregate hours per payroll year. Less than full-time (intermittent) employees are eligible to grieve disciplinary actions.

29.2.1. Less Than Full Time (Intermittent) Employee Benefits: Less than full time employees (intermittent) are eligible for the following benefits:

Holidays	6 hours of paid time for each District holiday, provided that the employee works or is on authorized paid leave for a minimum of 16 hours in the pay period in which the holiday occurs
Birthday Floater Holiday	6 hours of paid time
Vacation	Pro-rated accruals based on hours worked in accordance with Article 15
Sick Leave	Pro-rated accruals based on hours worked in accordance with Article 16
Job Injury	360 hours
Special Leave	Pro-rated at 75%; <u>Jury Duty</u> : based on hours scheduled; <u>Voting Time</u> : not to exceed 2 hours; and <u>Blood Donation</u> granted 2 hours
State Disability Insurance (SDI)	As prescribed by the State



Health Insurance	The District will contribute 75% of the District's contribution for full-time employees, for less than full-time employees and their eligible dependents who participate in an approved District health plan, provided that the less than full-time employees pay the remaining premium cost by payroll deduction
Dental and Vision Insurance	District pays 75% of premium provided employees pay 25% of the composite rate, by payroll deduction
Long-term Disability Insurance (LTD)	Benefits based on salary
Life Insurance	Benefits based on salary
401k, 457 Deferred Compensation Plan	Eligible to participate (401k/457 upon plan modification)
Supplemental Benefits Program	Eligible to participate and receive full benefits
Work Out of Class	Eligible to work 360 hours per payroll year
Vacation Sell Back	Up to 80 hours of accrued vacation time may be sold back to the District in one hour increments during the payroll year
Sick Leave Buyback	Up to 16 hours of sick leave may be converted to vacation or cash payment if the employee has not used more than 18 hours of sick leave in 6 months
Domestic Partner Insurance	Employees who register their domestic partner are eligible for all family emergency leaves and may cover their domestic partner for medical insurance, dental and vision care
Transportation Subsidy	Eligible for participation in the transportation subsidy program at the agreed upon amount for full-time employees
Medical Plan Non-Dual Enrollment Incentive	Employees who receive medical insurance coverage through their spouse or partner will receive \$112.50 a month, if they elect not to be covered under the District's medical plan
Supplemental Life Insurance	Employees may purchase additional life insurance in addition to what the District offers, through payroll deduction

Tuition Refund	Eligible to be reimbursed 75% of the tuition reimbursement benefit per fiscal year, for classes and supplies required for job-related education classes
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**29.3. Job Share Program.** Job sharing occurs when two (2) employees equally share the work responsibilities of one (1) full-time position on a voluntary basis. The procedural guidelines, salaries, benefits, and other terms and conditions of employment governing employees who have been approved to participate in a job share agreement are set forth in the February, 1991, Job Sharing Report to the General Manager.

## **Article 30. UNIFORMS AND SAFETY SHOES**

### **30.1. Uniforms and Safety Shoes.**

30.1.1. Employees in the following classifications, shall be provided uniforms (as distinguished from personal protective equipment as defined by OSHA regulations and the District Workplace Health & Safety Procedures) and laundering, at no cost to the employee:

- a. Field Service Representative I/II
- b. Senior Field Service Representative
- c. Ranger/Naturalist I/II
- d. Senior Ranger/Naturalist
- e. Recreation Area Attendant
- f. Water System Inspector I/II
- g. Senior Water System Inspector
- h. Wastewater Control Inspector I/II
- i. Senior Wastewater Control Inspector
- j. Fisheries/Wildlife Biologist I/II
- k. Fisheries/Wildlife Technician
- l. Water Conservation Representative
- m. Water Conservation Technician
- n. Water Sampler
- o. Fishery Aide

All determinations for and administration of uniforms will be at the discretion of the District.

30.1.2. The District shall not require any employee to wear a uniform if it causes a physical or health problem until such time as the District can provide a suitable uniform.

30.1.3. The District shall accept employee comments and other input regarding uniform details such as material, design, and maintenance needs.

30.1.4. **Safety Shoes.** The District shall provide for District approved safety shoes for employees in classes included in the District safety shoe program as needed to maintain safety. For the life of this contract, the cost per pair shall not exceed the cost of Red Wing safety shoe Models #2245 or #2243. Employees shall turn in unsafe shoes to their supervisor and, upon supervisory approval, replacement shoes shall be provided for. Should a dispute arise between an employee and their supervisor as to whether a worn pair of shoes is unsafe, the final determination will be made by the District's Workplace Health and Safety unit.

## **Article 31. JOB SITE REPORTING**

**31.1. Job Site Reporting.** The District shall unilaterally have the right to assign and reassign employees to work sites, including direct reporting to such sites, in accordance with its operational requirements with ten (10) days advance notice. However, in emergency situations the ten (10) day notice requirement may be waived.

**31.2. Accommodation.** The District shall continue its past practice relating to Local 2019 represented employees accommodating individuals where possible, reasonable, economically and operationally feasible (such as provision of District vehicles, travel time, reimbursement for authorized use of private car, temporary lodging, etc.). Regarding vehicles and backfilling relocation of staff: If the current policy changes, the District will meet and confer with the union.

**31.3.** The O&M Department priorities for filling temporary vacancies outside of the NAB are:

1. Department floater
2. Temporary reassignments

**31.4. Telecommuting.** Eligible employees shall be allowed to telecommute according to the Telecommuting guidelines. The Telecommuting guidelines are not subject to the grievance procedure.

## **Article 32. OTHER TERMS AND CONDITIONS**

**32.1. Term.** This Contract shall not be effective until acted upon by the District Board of Directors and shall remain in effect from 12:01 a.m., April 22, 2013 through April 16, 2017. If at least ninety (90) days prior to that date either party shall not have served written notice by registered mail upon the other that it desires revision or modification of any designated provision or provisions contained herein or termination of all such provisions, it shall be automatically renewed for successive periods of one (1) year.

**32.2. No Implied Waiver.** If at any time the Union or the District shall not elect to assert its rights under any provisions of this Contract in the event of a breach thereof, such lack of action in this respect shall not be construed as a continued waiver of any rights under the provisions of this Contract.

**32.3. Construction.**

32.3.1. Except as otherwise expressly provided in this Contract, this Contract shall be interpreted in a manner consistent with the District's Employer Employee Relations Resolution and with all written District policies and procedures.

32.3.2. It is understood and agreed that where provisions of this Contract make necessary the adoption, amendment or revision of District Civil Service Rules, Policy & Procedure Statements or other rules or regulations, the District shall prepare proposed amendments and revisions to rules, policies or procedures to conform with the provisions of this Contract. Notwithstanding the above, the District shall not move to modify its Civil Service regulations in response to Article 29.

**32.4. Savings Clause and Future Negotiations.** Should any part of this Contract or any provision contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of any court of competent jurisdiction, such invalidation of such part or portion of this Contract shall not invalidate the remaining portions thereof. The remaining portions or parts shall remain in full force and effect. It is mutually agreed that upon any such invalidation, the District and the Union shall meet and confer with reference to the parts and provisions thus invalidated.

**32.5. Introduction of Legislation.** Neither AFSCME, Local 2019, nor the District shall introduce legislation affecting District personnel matters before:

- a. Formally presenting the elements of the problem to the other party for discussion.
- b. Notifying the other party that specific legislation is being contemplated.
- c. Allowing reasonable time and opportunity for mutual resolution of problem(s).

**32.6. Future Negotiations and Amendment of Agreement.**

32.6.1. The right to present any demands or proposals, whether discussed or not in the negotiations which led to this Contract, is hereby waived by the District and the Union, except as provided in this Contract.

32.6.2. The District and the Union agree that amendment or supplement to this Contract may be accomplished, insofar as permitted by law, by mutual agreement of the parties.

32.6.3. The District and the Union further agree that this Contract shall be amended without further action of the parties in the event that formal recognition of the Union is made by the District in a new unit or units or in a modified unit pursuant to District's Employer-Employee Relations Resolution, and that said automatic amendment shall operate to either include or exclude employees within said new or modified units from the terms and conditions of this Contract.

32.6.4. The parties shall exclude from the zipper clause (Article 32.6), and separately, negotiate any revisions to the Civil Service Rules during the term of this Contract.

**32.7. Successor Clause.** In the event Local 2019 elects to merge with Local 444, American Federation of State, County, and Municipal Employees, AFL-CIO during the term of this Contract, the District agrees to recognize the surviving union as the exclusive bargaining representative as specified in Article 1 for each of the bargaining units listed in Appendix A of this Contract. Further, the terms and conditions of this Contract shall continue to apply only to those employees in the bargaining units formerly represented by Local 2019 as specified in Appendix A and shall not be applied to employees formerly represented separately by Local 444. Similarly, none of the terms and conditions of the Contract separately negotiated between the District and Local 444 for the bargaining units formerly represented separately by Local 444 shall be applicable to any of the bargaining units formerly represented by Local 2019.

**32.8. Transportation Management Plan and Parking Fees.** The District shall meet and confer with the Union over elements of the Transportation Management Plan affecting work hours, compensation or working conditions of employees represented by the Union prior to their implementation.

Additionally, the parties agree to meet and confer if the District plans to institute parking fees for employees at any District facilities.

32.8.1. The District will provide a transportation subsidy up to a value of \$105 per month to subsidize the cost of an employee's regular commute between work and home (i.e., BART Ticket, AC Transit Pass, Commuter Check, etc.). Public transportation tickets, passes or checks available under the subsidy will be disbursed from the District Credit Union.

**32.9. Indemnification.**

1. Definition. The District shall defend and indemnify its employees and former employees against liability for acts or omissions committed within the scope of their employment pursuant to the California Tort Claims Act ("Act"), Government Code Sections 810 *et seq.*, unless the District determines there exists one of the exceptions provided by the Act listing grounds for refusal to defend and/or indemnify the employee.

2. Scope. Nothing in this Section is intended to expand or limit the District's duty or discretion to defend and/or indemnify employees under the California Tort Claims Act except, however, that the District shall provide for the defense of an employee in a criminal action or proceeding brought against the employee if (a) the criminal action or proceeding is brought on account of an act or omission in the scope of his or her employment as an employee of the District; and (b) the District determines that the employee acted, or failed to act, in good faith, without actual malice and in the apparent interests of the District. The District will not provide a defense to an employee in a criminal action or proceeding if (a) the employee fails to reasonably cooperate in good faith in the defense of the action or proceeding; (b) the act or omission was not within the scope of his or her employment; (c) the employee acted, or failed to act, in bad faith and with actual malice; or (d) the defense of the action or proceeding by the District would create a

specific conflict of interest between the District and the employee. For purposes of this Section, “specific conflict of interest” means a conflict of interest or an adverse or pecuniary interest for which the District is excused from providing a defense by statute or by a rule or regulation of the District. When retention of outside counsel is necessary as deemed by the District, the District will consult with the employee in the selection of outside counsel, but reserves the right to make the final determination with respect therein. The District also reserves the right to conduct the employee’s defense against criminal action or proceeding pursuant to an agreement with the employee reserving the District’s rights against the employee.

3. Interpretation. The interpretation, application and enforcement of this section shall not be subject to the grievance and arbitration procedure of this Agreement, or the civil service grievance and hearing procedures of the District’s Civil Service Personnel Rules and Regulations. Nothing in this Section shall be construed to deprive an employee of the right to petition for a writ of mandate to compel the District to perform the duties imposed by the California Tort Claims Act.

4. Employee. For purposes of this Section, the term “employee” includes any current employee of the District and any former employee who was employed by the District at the time of the act or incident for which criminal or civil action or proceeding has been brought against that person, in his or her official or individual capacity, or both.



SIDE LETTER OF AGREEMENT  
Between  
EASY BAY MUNICIPAL UTILITY DISTRICT (District)  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 2019  
Regarding  
Job Classification Study for Senior Field Services Representative

The job classification of Senior Field Services Representative will be studied to determine whether the incumbents are classified appropriately. The study will commence not later than 4 months after adoption of the successor Memorandum of Understanding.