

**AGREEMENT FOR SALARIES, BENEFITS, AND TERMS AND CONDITIONS
OF EMPLOYMENT**

CONFIDENTIAL UNIT
JULY 1, 2022 – JUNE 30, 2027

This agreement made and entered into
This 8th day of June 2022

By and between: Authorized Management Representatives of the
County Sanitation Districts of Los Angeles County

and

Confidential Unit Elected Representatives

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Pursuant to the provisions of the Employee Relations Resolution of the County Sanitation Districts of Los Angeles County (hereinafter “District”) and applicable state law, a valid petition for decertification was received by the District and the Confidential Unit was decertified on October 15, 2018. The employees in this unit have elected representatives to speak on behalf of the unit with District management. The term “employee” or “employees” as used herein shall refer only to the employees employed by the District in the employee classifications comprising the Unit as listed by Article 3, Salaries, as well as such classes as may be added or deleted by the Chief Engineer and General Manager.

Nothing in this Article shall preclude an employee from exercising his individual rights under state law.

Section 1. Term

The term of this agreement shall commence on the date the terms and conditions for its effectiveness, as set forth herein are fully met. This agreement shall expire and otherwise be fully terminated at 12:00, midnight, on June 30, 2027.

Section 2. Implementation

This agreement constitutes a mutual understanding between the District's Management and the Confidential Unit to be submitted to the District's Collective Committee by the Chief Engineer and General Manager. It is agreed that this agreement shall not be binding upon the parties either in whole or in part unless and until the District's Collective Committee approves said agreement and the provisions of Section 5 of the Amended Joint Administration Agreement of 2014 are completed. Submission to the Collective Committee may not be required if the Chief Engineer and General Manager has received prior approval to enter into an agreement with the Confidential Unit.

Section 3.

a. Renegotiation

In the event either party desires to negotiate a successor agreement, such party shall serve written notice upon the other and commence negotiations by February 15, 2027.

b. Reopening of Agreement

The parties agree to meet and confer in May 2023, May 2024, May 2025, and May 2026, on the subject of possible salary inequities for classes in the Unit. Prior to May 1, 2023, May 1, 2024, May 1, 2025 and May 1, 2026, either party may submit written proposals on this subject identifying classes for which it proposes a salary adjustment.

The parties agree that the recommended salaries included in this Article constitute a mutual understanding to be submitted to the District’s Collective Committee and/or the District No. 2 Board of Directors by the Chief Engineer and General Manager for approval and implementation by enactment of necessary amendments to the District’s resolutions pursuant to Article 2, Term, Implementation, Renegotiation, to be applicable to employees in the Unit:

Section 1.**a. Salaries Effective July 1, 2022**

The salaries below, effective July 1, 2022, reflect an increase of 27 letter schedules (approximately 6.75%) to salaries in effect on June 30, 2022.

<u>TITLE</u>	<u>SALARY SCHEDULE</u>	<u>SALARY RANGE</u>
ADMINISTRATIVE AIDE I	51K	\$5,785-7,186
ADMINISTRATIVE AIDE II	53K	\$6,107-7,587
ADMINISTRATIVE SECRETARY	54L	\$6,291-7,815
ASSISTANT PAYROLL SUPERVISOR	55D	\$6,353-7,893
CLERICAL ASSISTANT	35E	\$3,706-4,599
DEPUTY SECRETARY TO THE BOARDS OF DIRECTORS	57G	\$6,757-8,394
HUMAN RESOURCES ANALYST III	64D	\$8,109-10,074
HUMAN RESOURCES ANALYST II	60D	\$7,275-9,038
HUMAN RESOURCES ANALYST I	55D	\$6,353-7,893
HUMAN RESOURCES CLERK II	46J	\$5,039-6,260
HUMAN RESOURCES CLERK I	44J	\$4,773-5,929
INSURANCE AND CLAIMS COORDINATOR	58C	\$6,874-8,540
INTERMEDIATE TYPIST CLERK	43E	\$4,599-5,714
PAYROLL SUPERVISOR	62K	\$7,796-9,687
SECRETARY II	48K	\$5,333-6,625
SECRETARY I	44K	\$4,785-5,944
SECRETARY TO THE ASST. CHIEF ENGINEER AND ASST. GENERAL MGR.	56L	\$6,641-8,251

SECRETARY TO THE CHIEF ENGINEER AND GENERAL MANAGER	61G	\$7,531-9,356
SENIOR HUMAN RESOURCES ANALYST	66D	\$8,561-10,636
SENIOR TYPIST CLERK	45E	\$4,856-6,033
SUPERVISING HUMAN RESOURCES ANALYST	71G	\$9,878-12,273
TYPIST CLERK II	41E	\$4,356-5,412
TYPIST CLERK I	39E	\$4,127-5,127

b. Salaries Effective July 1, 2023

Effective July 1, 2023, the salary schedules for all classes listed above will be revised according to the following procedures. A percent increase to salaries will be based upon the increase in the Consumer Price Index (C.P.I.) for All Urban Consumers for the Los Angeles - Long Beach – Anaheim area using the 1982-84 = 100 base for the period March 2022 to March 2023, according to the following chart:

<u>Increase in C.P.I.</u>	<u>Percent Salary Increase</u>
>0 - 3.0%	3.00%
3.0 - 9.0%	3.00% plus 66⅔% of the increase from 3.0% to 9.0% in the C.P.I.
9.0 - 12.0%	7.00% plus 50% of the increase from 9.0% to 12.0% in the C.P.I.
12.0 and above	8.50%

A decrease in the C.P.I. will result in no salary increase. A C.P.I. of zero will result in no salary increase.

The percent salary increase will be converted to the following number of one-quarter percent letter schedules:

<u>Percent Salary Increase</u>	<u>Letter Schedules</u>
>0 - 3.12%	12
3.13 - 3.37%	13
3.38 - 3.62%	14
3.63 - 3.87%	15
3.88 - 4.12%	16
4.13 - 4.37%	17
4.38 - 4.62%	18
4.63 - 4.87%	19
4.88 - 5.12%	20
5.13 - 5.37%	21
5.38 - 5.62%	22
5.63 - 5.87%	23
5.88 - 6.12%	24
6.13 - 6.37%	25
6.38 - 6.62%	26
6.63 - 6.87%	27
6.88 - 7.12%	28
7.13 - 7.37%	29
7.38 - 7.62%	30
7.63 - 7.87%	31
7.88 - 8.12%	32
8.13 - 8.37%	33
8.38 - 8.62%	34

Salaries for all classes in this Unit will be increased by the number of letter schedules which correspond to the Percent Salary Increase.

During the term of this memorandum of understanding, should any recognized District bargaining unit reach an agreement that is approved by the District’s Collective Committee with a COLA (Article 3) that is more favorable to the employee, the District agrees to implement the COLA for this unit. Any resulting adjustment will take effect the first of the month following the District’s Collective Committee’s Approval of this other

recognized bargaining unit agreement. The parties agree to meet prior to implementation of this provision.

c. Salaries Effective July 1, 2024

Refer to the above Section 1.b. for the formula and procedures to determine salaries effective July 1, 2024 except that the period used to calculate the increase will be March 2023 to March 2024. The July 1, 2024 salary adjustment will be added to salaries in effect on June 30, 2024.

d. Salaries Effective July 1, 2025

Refer to the above Section 1.b. for the formula and procedures to determine salaries effective July 1, 2025 except that the period used to calculate the increase will be March 2024 to March 2025. The July 1, 2025 salary adjustment will be added to salaries in effect on June 30, 2025.

e. Salaries Effective July 1, 2026

Refer to the above Section 1.b. for the formula and procedures to determine salaries effective July 1, 2026 except that the period used to calculate the increase will be March 2025 to March 2026. The July 1, 2026 salary adjustment will be added to salaries in effect on June 30, 2026.

Section 2.

An employee whose step advancement was withheld because of less than satisfactory performance may receive a step advancement prior to his/her next anniversary date, if it is determined that his performance is satisfactory in all respects and that continued withholding of his step advancement would not be warranted under the circumstances.

Section 1. Overtime Compensation for Non-Exempt Employees

A non-exempt employee who is scheduled to work a normal forty (40) hour workweek is required to work more than forty (40) hours in a normal workweek, or is assigned to an alternate workweek schedule of eighty (80) hours in an alternate workweek period, is required to work more than eighty (80) hours in an alternate workweek period, the Chief Engineer and General Manager may order and authorize such overtime. Such employees shall be entitled to receive additional compensation over their regular rate of compensation for such additional services.

All full pay leave and holidays will be included when calculating the number of hours required in a workweek for eligibility for overtime pay.

An employee who is ordered to work overtime, as defined in this Section, will be paid for such overtime in accordance with the Salary Resolution, or will receive compensatory time off at the rate of time and one-half. The accumulation of compensatory time will be approved or denied subject to the operating requirements of the department.

Section 2. Overtime Compensation for Exempt Employees

Designated employees in this unit are exempt from the Fair Labor Standards Act. When directed and authorized to work overtime such employee may be eligible to receive overtime compensation as established in this Article. Employees who are authorized and required to work two (2) or more hours after an eight (8) or nine (9) hour shift or on a Saturday, Sunday, Regular Day Off (RDO), or District's holiday, are eligible for overtime compensation. All full pay leave will be included when calculating the number of hours

required in a workweek for eligibility for overtime pay. Employees have the option of selecting overtime compensation or compensatory time off. The provisions of both options are outlined below.

a. Overtime Compensation

Effective July 1, 2017, employees whose monthly base rate of pay plus twenty-eight (28) letter schedules is \$8149 or less will be paid at the rate in accordance with the Salary Resolution. Overtime worked will be compensated at the greater of straight time or \$70.25 per hour for employees whose regular monthly base rate of pay plus twenty-eight (28) letter schedules is more than \$8149.

Effective July 1, 2018, employees whose monthly base rate of pay plus twenty-eight (28) letter schedules is \$8436 or less will be paid at the rate in accordance with the Salary Resolution. Overtime worked will be compensated at the greater of straight time or \$72.72 per hour for employees whose regular monthly base rate of pay plus twenty-eight (28) letter schedules is more than \$8436.

For the term of this agreement and commencing July 1, 2019, the rate of pay listed in this subsection (2a), \$8436, will be increased each July 1st by the cost-of-living adjustment (COLA) percentage as determined by Article 3, Section 1.

b. Compensatory Time

Compensatory time off is accumulated on an hour worked for hour accumulated basis. Employees may not accumulate more than one hundred sixty (160) hours of unused compensatory time.

When employees who have accumulated one hundred sixty (160) hours of unused compensatory time are required to work overtime, they shall be paid for this excess overtime at the rate set forth in this article.

The maximum amount of accumulated compensatory time may be exceeded with prior approval of the Chief Engineer and General Manager or his/her designated representative.

Accumulated compensatory time not used during the calendar year in which it is earned may be carried over to subsequent years, subject to the limitations set forth above. Unused accumulated compensatory time will be paid in a lump sum amount upon termination of District's service at the employee's leaving rate of pay.

Employees must have prior approval of management to use compensatory time. The use of compensatory time will be approved or denied subject to the operating requirements of the department.

Section 1. Shift Differential

Any unit employee who starts work between 2:00 P.M. and 8:59 P.M, shall receive a payment equivalent to five and one-half percent (5½ %) of his or her hourly pay rate (base salary divided by 174 hours) for each hour worked on said shift. In all instances, the employee must have worked, not only paid, the time for the shift differential to be applied.

Section 2. Standby Pay

Employees assigned to regularly scheduled periods of standby service at off duty times when such assignments cause inconvenience and restrict normal activities during such off duty periods may receive standby pay. Any employee in the Unit will receive one dollar and fifty cents (\$1.50) per hour standby pay. Assignment to such standby service shall only be made with the approval of the Chief Engineer and General Manager or his/her designee. Employees assigned to standby duty will not receive standby pay when they are called back to work and are receiving call back pay, or if the employee is otherwise working (i.e. the employee cannot receive standby pay and paid time concurrently).

Section 3. Call Back Pay

Whenever an employee is unexpectedly ordered by Management or its authorized agent, to return to duty following the termination of their normal workday or normal workweek and departure from the employee's work location and does return to a worksite (or commences travel to a worksite) they will receive a minimum payment equivalent to three (3) hours of premium overtime pay whether or not the employee is assigned a District

vehicle. Time for call-back pay will include time for the round trip commuting as determined by Management from the employee's residence to the designated work location and begins at the time the employee affirmatively accepts the call-back. The call-back period will end when the employee arrives at their residence or the location agreed to by their supervisor or manager and the employee will notify their supervisor or manager upon arrival. It is expected that once an employee affirmatively accepts the call-back they will promptly report to the designated location. Instances of an unnecessarily delayed response may result in disciplinary action. An employee commuting to and from the employee's designated work location in a call-back situation is not eligible for mileage reimbursement. A worksite does not include the employee's home or designated telework location.

Whenever an employee is ordered by an authorized District representative to return to duty, but such return occurs less than two (2) hours before the scheduled starting time for the employee's next regular shift, it will be deemed an early shift start, and the employee will be compensated at their overtime rate for any overtime worked rather than the three (3) hour minimum provided in this Section. If the responsibilities of the position or the day's work do not require the employee to stay through the full regular shift, and if the employee voluntarily agrees, the employee may leave work before their regularly scheduled end of shift without incurring overtime.

Section 4. Automobile Mileage

When authorized by Management, employees who use their personal automobiles for District's business during the course of their work will be reimbursed for each mile

driven an amount equal to the Standard Mileage Rate set by the Internal Revenue Service. Employees who are required to travel in their own vehicle to other work locations may claim mileage reimbursement for the difference in mileage from their residence to their temporary work location less the mileage from their residence to the principal work location (referred to as “commute miles”).

Section 5. Assignment Away from Principal Work Location

When employees are temporarily assigned by the District in an area away from the employee’s assigned principal work location in excess of one (1) day where it is determined by Management to be unreasonable or impractical to commute daily to the temporary work location, employees will be reimbursed for their actual expense in accordance with the District’s policy.

a. Travel Expenses

Actual cost of transportation by public carrier where public transportation is available and convenient. Where transportation by public carrier is not available or is not convenient and the employee travels in his personal automobile, he will be reimbursed at the current mileage reimbursement rate.

b. Lodging

Reimbursement will be limited to the charges for the least expensive single unit of average acceptable quality available in the area as determined by the District.

c. Per Diem (Meals)

The District will reimburse employees for breakfast, lunch and/or dinner based on the maximum set by the U.S General Services Administration (www.gsa.gov) for the location traveled to.

Section 6. One-Time Bonus

All employees in the unit will receive a one-time pandemic appreciation bonus in the amount of \$1,500. The pandemic appreciation bonus is only applicable to current Confidential Unit employees who were in the Confidential Unit and worked between March 1, 2020 and March 1, 2022. Employees who received a disciplinary suspension for entering the workplace in violation of the self-screening policy are not eligible for the bonus. In addition, all employees in the unit will receive a one-time bonus of \$1,250. The bonus payment, up to \$2,750 if the employee qualifies for both, will be made on or before January 1, 2023. It is understood that this payment is not considered reportable compensation for CalPERS purposes. The payment, subject to tax withholdings, will be made separate from the regular 10th and 25th payroll payments using the employees established method of payment (e.g. direct deposit).

Section 7. Bilingual Pay

The District agrees to meet in calendar year 2024 to discuss the implementation of a bilingual pay provision that may provide up to \$100 per month.

Section 1. Longevity/Service Incentive

Monthly employees with ten (10) years or more of continuous District service are eligible to receive Longevity/Service Incentive Pay as follows:

a. 10 Years of District Service

Monthly employees having attained ten (10) years of continuous District service will receive an amount equal to one (1) percent of the employee's monthly base salary on the first of the following month. The minimum Longevity/Service Incentive Pay an eligible employee shall receive on an annual basis is \$500.

b. 15 Years of District Service

Monthly employees having attained fifteen (15) years of continuous District service will receive an additional amount equal to two (2) percent of the employee's monthly base salary on the first of the following month.

c. 20 Years of District Service and 56 Years of Age

Monthly employees having attained twenty (20) years of continuous District service and 56 years of age will receive an additional amount equal to three (3) percent of the employee's monthly base salary on the first of the following month.

d. 25 Years of District Service and 61 Years of Age

Monthly employees having attained twenty-five (25) years of continuous District service and 61 years of age will receive an additional amount equal to four (4) percent of the employee's monthly base salary on the first of the following month.

Section 2. Professional Development, Professional Dues and Registration

All employees in classifications in this Unit are eligible to apply for reimbursement under this Section, including employees during their initial six (6) months of District employment. Such employees must be employed in an eligible classification for a minimum of one (1) month in a calendar year to be eligible for current year benefits under this policy. The provisions of this Section are as follows:

a. The maximum amount of reimbursement available under this Section is one thousand nine hundred twenty-five dollars (\$1,925.00) per calendar year, per qualifying employee. The maximum amount reimbursable under the Tuition Reimbursement provisions in a calendar year will be reduced by equal amounts reimbursed under this section in a calendar year. Employees may utilize any unused portion of professional development from the preceding calendar year in the current calendar year. If an employee is directed by management to attend a professional activity, it will not constitute professional development and will be considered District business.

b. Employees may attend professional activities, including seminars, conferences or other non-credit courses with subjects that relate to the general function or activity of the employee. Employees may also use professional development funds for fees to obtain certifications and re-certifications from organizations which have been previously approved by the Chief Engineer and General Manager.

c. Attendance may be approved for activities held in California only, except with Department Head approval, one (1) conference held outside of California (within the continental U.S.) may be attended per calendar year.

d. Only activity fees and transportation expenses are eligible for reimbursement; expenses for meals and lodging are not eligible for reimbursement.

e. Employees may use available vacation, personal leave and accumulated compensatory time for attendance at professional development activities.

f. Employees must obtain approval from their Department Head prior to attending an activity. If the employee's Department Head does not approve, the employee may provide a written explanation of their rationale for approval and submit it to the Assistant Chief Engineer and Assistant General Manager within five (5) business days of the date of the Department Head's decision. The Assistant Chief Engineer and Assistant General Manager will respond to the employee's request for review in writing within five (5) business days.

g. Employees may use professional development to be reimbursed for professional organization dues. Only dues for organizations which have been previously approved by the Chief Engineer and General Manager will be eligible for dues reimbursement. Additional professional organizations may be included as deemed appropriate upon review and approval of the Chief Engineer and General Manager.

h. Employees may use professional development to purchase job-related books, journals, and periodicals.

i. Employees must submit a personal expense claim form within a reasonable period of time. Under normal circumstances, a reasonable period of time would be within sixty (60) days of when the expense is paid. The expense claim form must be adequately documented (i.e. itemized description, business purpose, dates and location) along with

proper support including proof of payment. The claim must be submitted in accordance with the procedures established. Reimbursements will be reimbursed in the year paid (i.e. not pro-rated over multiple years).

Section 3. Damaged Personal Clothing

The District will reimburse employees for the replacement value at the time of damage for clothing which is damaged in an accident through no fault or negligence of the employee when performing duties for the District. The District will also reimburse employees for the replacement value at the time of damage for eyeglasses, hearing aids and dentures when such damage or loss is a result of an industrial accident, verifiable by the employee's supervisor, which occurs during the performance of assigned duties for the District. Under the same verifiable condition, the District will also reimburse an employee for damage or loss of watches not to exceed seventy dollars (\$70.00) per calendar year. If clothing, eyeglasses, hearing aids, dentures and/or watches can be reasonably restored to its condition prior to the damage, the reimbursement will be limited to the cost of repair. No claims will be paid if the cost of replacement or repair is less than ten dollars (\$10.00).

Section 4. Personal Leave

During a calendar year, an employee may use forty (40) hours of his or her current full pay sick leave for personal reasons which do not interfere with the District operations. Requests for the use of personal leave shall be made to the employee's supervisor at least

three (3) business days before the requested absence except for unforeseen emergencies or personal events.

Section 5. Holidays

a. The following are eight (8) hour holidays for full-time employees. To be paid for a holiday an employee must have a fully paid day immediately before or after the holiday.

<u>HOLIDAY</u>	<u>DATE</u>
New Year's Day	January 2, 2023
	January 1, 2024
	January 1, 2025
	January 1, 2026
	January 1, 2027
Dr. Martin Luther King Jr.'s Birthday	January 16, 2023
	January 15, 2024
	January 20, 2025
	January 19, 2026
	January 18, 2027
President's Day	February 20, 2023
	February 19, 2024
	February 17, 2025
	February 16, 2026
	February 15, 2027

<u>HOLIDAY</u>	<u>DATE</u>
Cesar Chavez' Birthday	March 27, 2023
	March 25, 2024
	March 24, 2025
	March 30, 2026
	March 29, 2027
Memorial Day	May 29, 2023
	May 27, 2024
	May 26, 2025
	May 25, 2026
	May 31, 2027
Juneteenth	June 12, 2023
	June 14, 2024
	June 13, 2025
	June 12, 2026
	June 14, 2027
Independence Day	July 4, 2022
	July 4, 2023
	July 4, 2024
	July 4, 2025
	July 3, 2026
Labor Day	September 5, 2022
	September 4, 2023
	September 2, 2024
	September 1, 2025
	September 7, 2026
Indigenous Peoples Day	October 10, 2022
	October 9, 2023
	October 14, 2024
	October 13, 2025
	October 12, 2026

<u>HOLIDAY</u>	<u>DATE</u>
Veterans Day	November 11, 2022 November 10, 2023 November 11, 2024 November 11, 2025 November 11, 2026
Thanksgiving Day	November 24, 2022 November 23, 2023 November 28, 2024 November 27, 2025 November 26, 2026
Day after Thanksgiving	November 25, 2022 November 24, 2023 November 29, 2024 November 28, 2025 November 27, 2026
Christmas Day	December 26, 2022 December 25, 2023 December 25, 2024 December 25, 2025 December 25, 2026

b. An employee who is regularly scheduled to work on December 24th will either be given four (4) hours off with regular pay or will be entitled to four (4) hours of straight time pay in addition to regular pay. The employee must work, or be on paid time off, on December 24th to be eligible to receive the four (4) hours of straight time pay in addition to regular pay.

c. An employee who is required to work on a regular paid holiday except Christmas and Thanksgiving Day shall be compensated for such holiday work at his or her

straight time rate, in addition to receiving his or her regular monthly salary for the holiday. An employee who is required to work on Christmas or Thanksgiving Day will be compensated for such holiday work at time and one-half base rate in addition to receiving his or her regular monthly salary.

An employee who is scheduled to have a regular day off on a holiday as defined and dated in this Section and who does not work that day, will be paid one (1) additional day (eight [8] hours) at straight time pay, or receive eight (8) hours of time off, which must be used before any full-day of vacation. "Regular day(s) off" as used in this Section means only the employee's scheduled days of rest (i.e. Saturday and Sunday for a regular Monday through Friday 5/8 work schedule, or Friday, Saturday and Sunday in the second of two consecutive seven (7) day workweek periods for a 9/80 work schedule), and does not include vacation, sick leave, personal leave, leave without pay, or any other absence.

Regardless of differences in scheduled days of work or days off, all employees shall be entitled to the same number of holidays as employees who work a normal forty (40) hour workweek from Monday through Friday and whose regular days off are Saturday and Sunday. This paragraph is intended to assure equitable holiday benefits for all monthly employees.

Section 6. Medical Insurance

a. Full-time employees and their dependents are eligible for medical and hospitalization benefits through any of the plans offered by the District. During the term of this agreement, the District will make monthly contributions for each eligible employee. The amount of the monthly contribution will be the amount of the monthly premium for the plan selected by each employee not to exceed the amount equivalent to the higher of the Kaiser Family Plan premium for either the Los Angeles Area Region (Region 3) or the Other Southern California Counties (Region 2). Employees selecting a plan with a premium greater than the established District contribution will pay the difference in the plan's premium and the District's contribution through payroll deductions.

b. Employee Cost Sharing of Medical Plan Premium

The District will continue to pay that contribution if the Kaiser Family Plan premiums in both the Los Angeles Area Region and the Other Southern California Counties increase in any year by seventy-five dollars (\$75) per month or less.

Employee cost sharing of medical plan premium increases will occur as follows: The higher increase in the Kaiser Family Plan premiums in either the Los Angeles Area Region or the Other Southern California Counties that is greater than seventy-five dollars (\$75) per month will be used to calculate cost sharing by the Districts and affected employees. The increase above seventy-five dollars (\$75) per month will be shared equally by the employees and the Districts, except that:

The employees' cost sharing contribution shall not increase in any given year by more than twenty dollars (\$20) per month. Once cost sharing is triggered in any

year the amount of the monthly cost sharing continues through the term of the agreement. The increase in any one year above one hundred fifteen dollars (\$115) per month will be paid for by the Districts. The maximum cumulative employees' cost sharing contribution shall not exceed one hundred fifty dollars (\$150) per month for the term of the five (5) year agreement.

The amount of the employee cost sharing will be deducted from the higher Kaiser Family Plan premium to determine the Districts maximum monthly contribution to the medical plan premiums.

c. Post-retirement Health Benefits For the term of this agreement, the District will provide medical insurance for employees through the CalPERS Public Employees' Medical and Hospital Care Act (PEMHCA) program. The District's contribution toward medical insurance for retirees is the amount equivalent to the higher of the Kaiser Family Plan premium for either the Los Angeles Area Region or the Other Southern California Counties. Retirees selecting a plan with a premium greater than the District contribution will pay the difference in the plan's premium and the District's contribution. In accordance with PEMHCA, the Districts will provide post-retirement health benefits to eligible retirees as follows:

- i. Employees hired before July 1, 2011 who retire on or after November 14, 2018, will be subject to the provisions of Section 22892 of the California Public Employees' Retirement Law.
- ii. For employees hired on or after July 1, 2011, the District will make a contribution toward each eligible retiree's CalPERS medical premium

in accordance with the Vesting Schedule and provisions in Section 22893 of the California Public Employees' Retirement Law. The percentage of the District's contribution shall be based on the employee's credited years of service at retirement as shown on the following table:

Credited Years Of Service	Percentage of Contribution
10-----	50
11-----	55
12-----	60
13-----	65
14-----	70
15-----	75
16-----	80
17-----	85
18-----	90
19-----	95
20 or more -----	100

d. Medical Opt-Out

Employees in the Unit, eligible for Districts' medical contributions, may receive \$360 per month as cash in lieu of enrolling in the District's offered medical coverage if they provide proof of minimum essential coverage ("MEC") for themselves and their tax family (if applicable) through another source (other than coverage in the individual market, whether or not obtained through Covered California). Employees requesting to opt out of medical coverage and receive the cash in lieu must provide reasonable evidence of such

coverage and sign an attestation during each annual open enrollment period. The District will not make payment of cash-in-lieu if the District knows or has reason to know that the employee or a member of the employee's tax family does not have the alternative coverage. The monthly payments begin in January of the calendar year subsequent to opting-out. New hires may request to opt-out at the time of hire in lieu of enrolling in a Districts' medical plan. Payments for new hires who opt-out will begin the first of the month subsequent to opting-out.

Section 7. Employee Wellness

Employees in the Unit will receive \$300, once per calendar year, when the employee provides acceptable documentation, which shall not include any results or diagnosis thereof, that he/she has completed an annual physical conducted by a medical doctor (MD or DO) or Nurse Practitioner (NP), Physician Assistant (PA), or Registered Nurse (RN) of the employee's choice and at the employee's expense, and one (1) dental exam in the calendar year in which the employee is requesting payment. Acceptable documentation must be submitted to the Human Resources department within the calendar year of the requested payment.

Section 8. Dental Insurance

The District will continue to pay the monthly premium for an eligible employee and his dependent's dental insurance program. The District will provide both prepaid and indemnity dental plans. New employees shall enroll in a prepaid plan and remain in a prepaid plan for the first three (3) years of their employment. Effective the first of the

calendar year following the effective date of this agreement, the indemnity dental plan will have an annual in network maximum of one thousand seven-hundred and fifty dollars (\$1,750), and an out of network maximum of one thousand dollars (\$1,000).

Employees in the unit who are enrolled in the prepaid dental plan will have from the date of this agreement through December 15, 2018 to submit a request to enroll in the indemnity plan. If an employee submits the request on or before December 15, 2018, the change in enrollment will take effect January 1, 2019.

The District will contribute \$31.25 per month for dental insurance for retirees who elect to participate in the District's dental insurance program. During the term of this agreement, should any recognized District employee unit reach an agreement that is approved by the District's Collective Committee with a more favorable contribution toward dental insurance for retirees, the District agrees to implement the more favorable contribution for this unit. Any resulting adjustments will take effect the first of the month following the District's Collective Committee's approval of this other recognized employee unit agreement. The parties agree to meet prior to implementation of this provision.

Section 9. Optical Insurance

The District will continue to make available to employees in this Unit the current group optical insurance plan or a substantially equivalent group optical insurance plan.

Section 10. Vacations

a. Full time employees with one (1) full year of continuous service as of January 1 will be entitled to a paid vacation of eighty-eight (88) hours per year; after five (5) years of service one hundred twenty eight (128) hours per year; upon completion of ten (10) years of service, eight (8) additional hours plus eight (8) hours per additional year up to one hundred sixty eight (168) hours per year; after twenty-five (25) years of service forty (40) additional hours of vacation. Full-time employees with less than one (1) full year of continuous service as of January 1 will be entitled to a paid vacation as of January 1 as provided in Table 1 of Section 6.2A of the District’s Salary Resolution. Time as a Student Worker does not count toward vacation accrual. Employees in this unit can defer (carryover) vacation for two years. For example, an employee in this unit that is eligible to earn 208 vacation hours on January 1 would be able to have a maximum of:

208 current year vacation hours (PTO Vacation)

416 carryover vacation hours (PTO Vacation PYr)

In this example, if the employee continued to use zero hours of vacation and not sell-back any vacation, on the next January 1st, the employee’s current and carryover hours would not change as the employee cannot carryover any more hours. In this instance the employee has reached the carryover limit. However, the employee can sell back carryover vacation hours as outlined in the section below.

b. An employee who files a request with the District’s Human Resources Manager by November 15 will be paid for their unused vacation not to exceed two hundred (200) hours. The rate for such payment will be based upon the employee’s salary plus

twenty-eight (28) letter schedules on November 1 of that year. Such payments will be made prior to January 15th the following year.

Section 11. Sick Leave**a. Full-Pay Sick Leave**

Full-time employees with less than a full year of continuous service as of January 1 of any year accrue sick leave at the rate of eight (8) hours for each full month of service. Employees with one (1) full year or more of continuous service as of January 1 of any year are eligible for ninety-six (96) hours of sick leave on January 1 of each year subject to the provisions and limitations of Section 6.4 of the District's Salary Resolution. Any full pay sick leave not used may be accumulated to a maximum of one thousand four hundred forty (1440) hours. Such paid sick leave, subject to proof of illness, may be used for absences due to the employee's personal illness, injury and non-emergency medical and dental care. Up to ninety-six (96) hours of the full paid sick leave each year may be used for illnesses or injuries of the employee's children, the employee's spouse, the employee's parents, the employee's registered domestic partner, the employee's siblings, the employee's grandchildren, the employee's grandparents, or the employee's parents-in-law. The employee may be required to submit reasonable proof of their illness, injury or non-emergency medical or dental care as a condition for paid sick leave; however, reasonable proof will not be required for the first three (3) days of sick leave used each calendar year. An employee will receive advanced warning before they are required to provide proof of illness for payment of full pay sick leave. The District reserves the right

to have the employee examined by a physician selected by Management at the District's expense and on District's time to confirm the employee's disability. If an employee requests and is approved for leave under the FMLA, they may use carry-over sick leave concurrently with such leave.

b. Partial-Pay Sick Leave

In the event an employee uses all of their full pay sick leave and vacation, they may be eligible for additional leave at fifty percent (50%) pay based on the employee's length of service. Employees are entitled to use partial pay sick leave in the event their illness or injury compels them to be absent from their duties for five (5) or more consecutive working days. Sick leave at partial pay shall be allowed only when the employee furnishes to the Chief Engineer and General Manager a physician's certificate or other satisfactory proof that such absence was actually due to illness or injury. At a minimum, the documentation must be from a medical doctor (MD or DO) from their Districts medical plan. For example, an employee with Kaiser insurance must submit a note from an MD or DO through Kaiser. The employee will also be required to attest that they are unable to perform their job and that they will not work, including self-employment, for the duration of their absence under partial pay sick leave. A monthly employee who has completed six (6) months or more of continuous service, which six (6) months shall commence on the first day of the initial eligibility period under Section 6.4A of the Salary Resolution, shall be eligible for sick leave at partial pay in accordance with the table below during the remainder of the calendar year following completion of such six (6) months' service, and during each subsequent calendar year. A person on partial pay sick leave may not elect any other types of leave on

an intermittent basis while using partial pay sick leave. For example, an employee may not commence partial pay sick leave, use a day of vacation, and then recommence partial pay sick leave. Retroactive adjustments to previously used partial pay sick leave in order to accrue leave benefits are prohibited. An employee shall not be allowed additional newly accrued partial pay sick leave until after returning to work for six full months. Partial pay sick leave shall be limited to three (3) consecutive years, and any allowance for a second or third year shall be contingent upon approval by the Chief Engineer and General Manager. The number of hours of partial pay sick leave are based upon the number of years of full-time, continuous service as follows:

NUMBER OF HOURS ALLOWED IN A CALENDAR YEAR

<u>Continuous Service</u>	<u>50% Pay</u>
6 months to 1 year	40
1 year to 2 years.....	104
2 years to 5 years	200
5 years to 10 years	480
10 years.....	720
11 years.....	760
12 years.....	800
13 years.....	840
14 years.....	880
15 years.....	920
16 years.....	960

NUMBER OF HOURS ALLOWED IN A CALENDAR YEAR

<u>Continuous Service</u>	<u>50% Pay</u>
17 years.....	1000
18 years.....	1040
19 years.....	1080
20 years.....	1120
21 years.....	1200
22 years.....	1280
23 years.....	1360
24 years.....	1440
25 years.....	1520
26 years.....	1600
27 years.....	1680
28 years.....	1760
29 years.....	1840
30 years or over	1920

c. Sick Leave Limits and Payout

Upon termination from District service or when granted a leave of absence for the birth of a child, an employee hired prior to July 1, 2011 who holds a monthly position and who has at least thirty (30) months of continuous service shall be entitled to a lump sum payment for accumulated sick leave at full pay to a maximum of one thousand four hundred forty (1440) working hours. Upon termination from District service or when granted a leave of absence for the birth of a child, an employee hired on or after July 1, 2011 who holds a monthly position and who has at least thirty (30) months of continuous service shall be entitled to a lump sum payment for accumulated sick leave at full pay to a maximum of seven hundred twenty (720) working hours.

An employee who has accumulated and maintained two hundred forty (240) hours of full pay carry over sick leave and who files a request for payment with the District's

Human Resources Manager by November 15, will be paid on a regular payroll processing date during December for their current full pay sick leave for that year which they have not used. The rate for such payment will be based upon the employee's salary on November 1 of that year. An employee who does not file a request by November 15 will accumulate their full pay sick leave to the maximum of one thousand four hundred forty (1440) hours. Carry over sick leave in excess of two hundred forty (240) hours may be used for the deferred compensation catch-up contribution provisions subject to IRS limitations.

Section 12. Bereavement Leave

Full-time employees are eligible to receive a maximum of twenty seven (27) hours of absence from duty with full compensation, because of the death of their legal guardian or of a member of their immediate family: father, mother, grandfather, grandmother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, husband, wife, child, grandchild, stepchild, or registered domestic partner. The death must have occurred while the employee is a District employee and the bereavement leave must be used within three hundred and seventy (370) calendar days from the date of the death. An employee shall be eligible to receive eight (8) additional hours of absence from duty with full compensation if one-way travel over three hundred (300) miles is required. The employee may be allowed use of other paid or unpaid leave (if paid leave is exhausted) up to one (1) day if one-way travel, over three hundred (300) miles is required.

Section 13. Life Insurance

Each full-time employee is covered by a fifty thousand dollar (\$50,000.00) group term life insurance policy fully paid for by the District. The life insurance company currently offers additional life insurance (in 1, 2, or 3 times the employee's annual salary rounded down to the nearest \$10,000 to a maximum of the lesser of 3 times the employee's annual salary or \$500,000) that employees may purchase.

Section 14. Public Employees' Retirement System

The District currently contracts with California Public Employees Retirement System (CalPERS) for Section 21354 of California Government Code for the 2% at Age 55 Benefit Formula – Local Miscellaneous Member and Section 20042 of California Government Code for “Final Compensation” – One Year – Local Member. The District pays the seven percent (7%) normal employee contribution to the CalPERS on behalf of employees in accordance with Section 20691, formerly 20615, of the California Government Code. The District will notify Unit employees in the event CalPERS informs the District that the District must report only employees' base salaries for retirement purposes. The District will meet and confer with Unit employees regarding the impact of the change in reporting amounts. Effective July 1, 2017, each “classic member” will contribute one-half percent (½%). Effective July 1, 2018, each “classic member” will contribute an additional one-half percent (½%) for a total of one percent (1%). Effective July 1, 2019, July 1, 2020, and July 1, 2021 each “classic member” will contribute an additional one-half percent (½%), provided the corresponding COLA is greater than one

percent (1%). For example, if the COLA was greater than one percent (1%) each year, employees would be contributing a total of two and one-half percent (2.5%) on July 1, 2021 toward the member contribution.

In accordance with the California Public Employees' Pension Reform Act of 2013 (PEPRA), "new members" are responsible for contributing half of the normal cost as determined by CalPERS.

The District has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) so that employee contributions ("classic" and "new members") are made on a pre-tax basis

Section 15. Long Term Disability

The District will provide a group long term disability insurance policy that provides sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the employee's base salary after a ninety day (90) waiting period for a maximum of sixty (60) months in the event of disability as determined by the insurance carrier.

Section 16. Flexible Spending Accounts

Employees in this Unit are eligible to participate in the Dependent Care Reimbursement Plan, the Medical Expense Reimbursement Plan, and the Insurance Premium Plan as long as the programs are available to District's employees.

Section 17. Educational Assistance

Employees must follow the rules and procedures set forth herein in order to be reimbursed. The annual maximum reimbursement is five thousand two hundred fifty dollars (\$5,250). Reimbursements under this section may be reported as wages and subject to tax. If any reimbursement must be reported as wages, the reimbursement will be processed by Payroll. Employees should refer to current IRS guidelines or consult with a tax professional.

The Human Resources Department will review each application for conformance to the policy. Employees will be advised of approval or denial of their application by memo from the Human Resources Manager. Approval of the amount reimbursable is subject to the annual limitation indicated above. Employees will not be reimbursed for amounts above the annual limit.

a. Tuition Reimbursement

The maximum amount in a calendar year reimbursable under the Tuition Reimbursement provisions (not Student Loan Repayment) will be reduced by equal amounts reimbursed under the Professional Development provisions.

Employees must work in a full-time, permanent monthly status to be eligible.

Employees are encouraged to submit a completed Application for Tuition Reimbursement Approval form for their departmental review prior to enrolling and paying for a course. The purpose of the Tuition Reimbursement Program is to provide employees an opportunity to obtain additional skills and knowledge which will be of value to both the employees and the District. Occasionally, an application is denied for not meeting the

policy criteria; therefore, advance approval is recommended. If the employee's application for Tuition Reimbursement is not approved, the employee may provide a written explanation of their rationale for approval and submit it to the Assistant Chief Engineer and Assistant General Manager. The Assistant Chief Engineer and Assistant General Manager will respond to the employee's request for review in writing. In any event, application for reimbursement must be made within one (1) year from the date the employee pays for the course. Courses started prior to District employment are not eligible for tuition reimbursement.

The course must be taken through an accredited institution which has been approved by the District. The Districts retain the right to determine which institutions' curricula are eligible and which are not eligible for reimbursement.

The requested course must be an acceptable academic course either in an area of expertise related to any District operation which is in the employee's current career path, or required for the completion of a degree which would otherwise qualify the employee for any District occupation. The Human Resources Department and Management retain the right to designate and approve elective courses and institutions.

All courses must be taken on the employee's own time.

Employees requesting reimbursement must certify that they are not receiving reimbursement for the course from any other governmental agency.

Reimbursement will be for tuition and mandatory fees (such as lab fees), but not for books, supplies, or parking.

Employees who terminate employment within one (1) year of the date reimbursement was received shall return the amount of such reimbursement to the District upon termination. By accepting reimbursement the employee shall consent to return such amount upon termination.

A copy of the approval letter and certification from the institution or other evidence that the course was satisfactorily completed (equivalent to a grade "C" or better) are necessary for reimbursement.

b. Student Loan Payment Reimbursement

Student loan payment reimbursement program will commence January 1, 2023.

Student loan payment reimbursements apply to the reimbursement of principal or interest paid by the employee on any qualified education loan incurred by the employee for education of the employee. This provision is not applicable to student loan payments the employee has made prior to July 1, 2022. For example, reimbursements would not be made for student loan payments that were made in February 2022.

The lifetime reimbursement limit is \$21,000. The annual educational assistance reimbursement limit applies to the combined amount of tuition reimbursement and student loan payment reimbursement (i.e. an employee cannot receive more than \$5,250 in one calendar year for educational assistance).

Eligible employees are those that were hired on or after January 1, 2013. Employees hired before January 1, 2023 must initially apply for the student loan payment

reimbursement program by December 31, 2023. Those hired on or after January 1, 2023 must initially apply within 1-year of hire.

Reimbursements will only be made in six (6) month increments with reimbursement no earlier than the first of the following month. For example, an eligible employee who makes payments toward their student loan from July 1, 2022 through December 31, 2022, would submit proof of those six (6) monthly payments in January 2023. The employee must be in a paid status for all months in which the reimbursement is sought.

Employees must first apply for other reimbursements and/or loan forgiveness programs that they may qualify for (e.g. Public Service Loan Forgiveness). Reimbursement payments will only cover loan payments or portions of loan payments not covered by another tuition loan repayment program and/or a loan forgiveness program.

The District will reimburse normal, required payments only. Reimbursements will not be made if the requirement to make payments has been suspended for any reason. Reimbursement payments will not be made when a loan is past due, delinquent, deferred (in forbearance) or defaulted. The reimbursements will only be made for payments made to qualified educational lending institutions for U.S. based education borrowed by the employee for the employee's own education. If loans have been consolidated, proof of consolidation may be required. Loans from family members and tax qualified employer retirement plans (e.g. 401(k) plans) do not qualify.

Payments will only be made for student loans resulting from courses that meet both of the following criteria:

1. The courses were toward a degree or certificate program that was either a minimum requirement, desirable qualification, or a significant factor in the employee being hired or promoted into their current classification.
2. The courses were completed before the employee was hired or promoted into their current position.

Eligible education institutions include colleges, universities, vocational schools and other post-secondary institutions that are eligible to participate in federal student aid programs. Loans associated with education from unaccredited and/or fraudulent institutions are not eligible. The Human Resources Department and Management retain the right to make a final determination on eligible education institutions, eligible lending institutions and the relevance of the education to the employee's current classification. Employees must obtain pre-approval and must clearly document the applicability of the loan before reimbursements will be made.

This program is subject to IRS and other regulatory requirements, and is subject to change based on changing requirements and regulations. There is no guarantee the loan reimbursement payments will be pre-tax.

Section 18. Deferred Compensation

Commencing January 1, 2023, the District shall provide a matching contribution to an eligible deferred compensation plan pursuant to Section 457 of the Internal Revenue Code on behalf of each employee in the Unit. The matching contribution will be made with each normal monthly paycheck, and no match will be provided with buy-back contributions

and leave cash out payments. The match amount with each paycheck will be the lesser of: 3% of the employee's base monthly salary as listed in the Salary Schedule; and the amount the employee is contributing with that paycheck. The annual total combined employee and employer contribution are subject to IRS limits.

Section 19. Illness and Injury Pay

An employee who is compelled to be absent from active service as a result of an illness or injury compensable under the Workers' Compensation Act of the State of California, whose weekly compensation benefits received by him/her under the provisions of said Act plus earnings from other employment, if any, are less than seventy percent (70%) of his/her base salary, shall be entitled to receive compensation equal to 70 percent (70%) of his/her base salary for a period not to exceed ninety (90) calendar days from the date of injury or onset of the illness. The District will continue to make the medical and dental contributions provided for in Section 11 and Section 13 of this Article for eighteen (18) months from the date of the industrial injury or illness.

Employees with regular work schedules are expected to work at least forty (40) hours per week; employees with compressed (9/80) work schedules are expected to work at least forty-four (44) hours the first week and at least thirty-six (36) hours the second week of a two-week period. For all employees working a 9/80 work schedule their workweek shall begin exactly four hours into their eight hour shift on the day of the week which constitutes their alternating regular day off. All employees have fixed starting and quitting times. Employees are expected to be at work during their regularly scheduled work hours. In the event employees need to be absent from work for a portion of a day, they must request approval from their supervisor(s), and are expected to either work additional hours during the same workweek or use available leave time to account for an absence, by mutual agreement between an employee and his or her supervisor.

Commencing February 1, 2019, the compressed (9/80) schedule is available without being subject to rideshare requirements. Employees may work a compressed (9/80) schedule, subject to Department Head approval based on a business need. Employees who receive approval to work a compressed (9/80) schedule may have a start time other than 7:00 A.M. with approval by their Department Head provided Districts business needs are met.

During the term of this Memorandum of Understanding, the parties agree to meet and discuss changing to a biweekly payroll.

The provisions of this agreement shall be applied equally to all employees covered hereby without favor or discrimination because of a legally protected category under the Fair Employment and Housing Act (FEHA) or federal law prohibiting employment discrimination. Wherever the male gender, such as he or his, is used in this agreement, it shall be construed to include both male and female employees.

Section 1. Parties' Responsibilities

District's Management will make every reasonable effort to provide and maintain a safe and healthy place of employment. It is the duty of all employees in the course of performing their assigned duties to be alert to unsafe and/or unhealthy practices, equipment and conditions and to report any such unsafe and/or unhealthy practices or conditions to their immediate supervisor. If the condition(s) reported by an employee cannot be satisfactorily remedied by the immediate supervisor within five (5) business days, the employee or his/her representative may submit the matter in writing to the Environmental Health and Safety Supervisor. The Environmental Health and Safety Supervisor will respond within five (5) business days after receipt of the written notification. If the employee or his/her representative is not satisfied with the response of the Environmental Health and Safety Supervisor, Confidential Unit employees may consult with the Assistant Chief Engineer and Assistant General Manager or his/her designated representative who will give a written decision to the employee which shall be final.

Employees may be subject to disciplinary action for failure to observe safety standards and safe work practices.

Section 2. First Aid Kits

The District will make every reasonable effort to maintain complete first aid kits at all work facilities.

Section 3. Alcohol and Drug Program

The employees in the Confidential Unit endorse the concept of a drug free work place, consistent with the Drug Free Workplace Act of 1988. The Unit supports the Alcohol and Drug Abuse Policy which has been created to provide a drug free workplace for all employees in this Unit.

Section 4. Safety Equipment

The District will provide appropriate safety equipment where required for the safe performance of assigned duties. Employees whom such equipment is issued will wear or use the equipment when required and each will be responsible for the equipment issued to him/her.

Section 5. Postings

At each work location, the District will post Cal/OSHA required postings in a place accessible to all employees.

Management agrees to encourage the establishment of training programs in the District, including on-the-job training where possible. Management agrees to make information concerning new training programs available to employees within the Unit.

District's Management will continue to make every reasonable effort to provide adequate, safe, free parking facilities in approved areas for employees who regularly find it necessary to use their own vehicles for transportation to their work location and to provide parking facilities in approved areas nearest the employee's work location for evening and night shift personnel.

Section 1. Emergency Leave

Subject to the staffing needs of the District, emergency leave without pay may be granted upon written request by a permanent employee with at least six (6) months continuous competent service with the District if the employee can demonstrate that the leave is necessary for personal reasons beyond their control or will serve to improve their ability to serve as an employee of the District. Generally emergency leaves will be limited to one (1) month; however, with the approval of the Chief Engineer and General Manager, an emergency leave may be granted up to a maximum of one (1) year. Emergency leave will not be granted if the employee has full and/or partial pay leave available for the absence and/or if the employee would otherwise qualify for FMLA/CFRA.

Section 2. Family and Medical Leave (FMLA/CFRA)

The District will provide family and medical care leave for eligible employees as required by state and federal law. Rights and obligations with respect to such leave are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (“FMLA”), and the regulations of the California Family Rights Act (“CFRA”).

Employees are not required to use leave under FMLA, but once they request and are approved for such leave, they may utilize their vacation, compensatory time, banked holiday, or current or carryover sick leave concurrently. Employees who are on leave due to their own injury or illness may also use partial pay sick leave in accordance with the requirements outlined in Article 6, Section 11b.

Section 3. Birth of a Child

Expectant parents can request an unpaid leave of absence for up to one (1) year.

Leave for the birth of a child begins at, whichever comes first,:

- The birth of the child
- One (1) month prior to the anticipated birth of the child, if the employee elects to start a continuous leave of absence.
- The first instance of leave taken from work due to a pregnancy related absence and the employee does not return to work prior to the birth of the child.

Leave must be requested and approved by the employee's Section and Department Head as well as Human Resources prior to the employee taking leave. Employees must submit their proposed leave including any use of paid time off, unpaid time off, and any requests for a temporary part-time work schedule. Prior to taking leave, the employee must establish how the timekeeper/supervisor will be informed of how time will be allotted for each day.

a. Paid Leave

In order to use any paid leave time during the leave, an employee must meet the eligibility requirements for paid time off, except that a pregnant employee may use full-pay sick leave for one (1) month prior to the anticipated birth of the child and six (6) weeks after the birth of the child (eight-weeks for a C-section) without submitting a doctor's note. For example, employees wanting to use vacation will have to receive pre-approval for the time off.

b. Maintaining District's Service and Benefits

Employees on leave are not required to use their vacation, compensatory time, or Family Medical Care Leave prior to using Authorized Absence Without Pay (AWOP). If an employee on leave uses AWOP for ten consecutive workdays, they will have a break in Districts' service that may affect future evaluation and step increase dates as well as employee benefits (e.g. medical insurance). Employees may alternate five (5) days of paid leave with up to nine (9) days of AWOP to avoid breaks in service. To be paid for a holiday an employee must have a fully paid day immediately before or after the holiday. Employees, who have been continuously in a non-paid or partially-paid status, may not use full-pay accrued time such as vacation, banked holidays or compensatory time to qualify to be paid for holidays.

c. Employee's Monthly Status

A monthly employee's status will not change while they are on approved leave. While on leave, an employee's status will remain the same, as monthly, even if they do not work full-time. If an employee is in a paid status or uses Family Medical Care Leave during a given month, the Districts' contribution to the medical insurance premiums will be made on their behalf.

Section 4. Military Leave

Military leave shall be granted in accordance with applicable federal and state laws and in accordance with Section 6.8 of the Salary Resolution. Employees must submit written verification of service prior to approval for a military leave.

Section 5. Authorized Absence Without Pay

Unit employees may take up to one (1) week per year, in addition to their earned vacation benefit, as authorized absence without pay. Approval for time off in accordance with this Section shall be handled in the same manner as vacation requests and is subject to review based upon District's needs. Each department shall assume the responsibility of maintaining administrative control over absences authorized in accordance with this Section.

During the time a full-time employee is required to be absent while serving on a jury when ordered to serve or is required to be absent as a witness by a subpoena properly issued by a court or commission legally empowered to subpoena witnesses, except as a party or expert witness, the employee will continue to receive their regular salary up to forty (40) hours per year provided the employee deposits their fees other than mileage with the District. Subject to approval of the Human Resources Manager, jury duty pay shall be extended if the Jury Commission or Judge of the Court submits a written request.

During the time the employee is reporting for jury duty, the District will convert the employee's regular schedule to a five (5) day, forty (40) hour, Monday through Friday, day-shift schedule. An employee may choose to remain on an a compressed (9/80) work schedule as described in Article 7 with the understanding that jury service on a regularly scheduled day off (RDO) will not be compensated.

Employees will inform their supervisor as soon as possible when ordered to serve as a juror or when under subpoena as a witness.

“Personnel file” when used in this agreement means the District’s personnel file for an employee which is prepared by District Management and maintained by the District’s Human Resources Department. The file may include various records and correspondence prepared or requested by Management to document the work record and related activities of District personnel.

Section 1. Procedures

Upon request, a personnel file shall be opened for inspection by the employee or by his representative with the written consent of the employee concerned. Upon request, an employee or their representative with the written consent of the employee concerned shall be provided with a copy of any materials placed in the employee’s personnel file. Confidential recommendations received from other employers and persons at the time the employee was hired will not be released for inspection.

When adverse material is to be placed in a personnel file, the District shall (1) notify the employee; (2) upon their request, discuss the matter with them; and (3) request the employee to initial such material merely to confirm that they have seen it. Material added to the file prior to November 14, 2018 does not need to meet these criteria. If the District fails to notify an employee of any adverse material which is being placed in his/her personnel file, such material may not be used by Management in any disciplinary action against the employee. Upon request by the employee, Management will remove written warnings on infractions, which have not recurred after two (2) years, from their personnel file. Written warnings that require retention longer than two (2) years, will not be removed until after the retention requirement has expired. For example, and in accordance with the

Policy Regarding Vehicular Accidents, a written warning for a first vehicular accident will not be removed after two (2) years, but may be removed after five (5) years.

Section 1. Discharge, Demotion, Suspension

The District retains the right to terminate the employment of new employees who have not completed their initial six (6) months of probationary employment without cause of any kind and without providing due process.

Except as above, it is the right of the District to discharge, demote and suspend employees for just cause. Prior to discharging, demoting or suspending an employee five (5) days or more, whenever practicable, the District will first advise the employee in writing of the intent to take such disciplinary action and the reasons for the intended disciplinary action. Except as above, the District will not discharge, demote or suspend an employee except for just cause, and whenever practicable, will inform the employee prior to or at the time of the disciplinary action.

Section 2. Voluntary Demotions

An employee who, as a result of a voluntary demotion, would receive a reduction in salary, will be advanced one (1) step for every two (2) years of competent District service not to exceed step four (4) of the salary range of the classification to which the employee is demoting.

Section 3. In Lieu of Layoff and Layoff

In the event of a site closure, reorganization of District's work, or measures taken by the District to improve District's operations which result in a reduction in the number of employees in this Unit and the District makes the determination that it will be necessary to lay off District employees, whenever possible the District will inform the employees involved at least thirty (30) days prior to the effective date of the layoff and meet and

consult with the Unit on the impact of such site closure. Prior to invoking the in lieu of layoff or layoff procedure the District will return any monthly temporary status employee to their permanent classification.

In lieu of layoff, qualified employees will be given the opportunity to (1) transfer to authorized positions in the same classification or (2) demote to authorized positions in lower classifications in the same class series, where the employee possesses the specialized skills of the position, or (3) demote to authorized positions in lower classifications if they have formerly worked for the District in the lower class recognizing the fact that this may result in the layoff of employees. Seniority for transfer and demotion in lieu of layoff will be determined by length of service with the District in the classifications, including service in a higher level class in the same class series, from which the employee is transferring or demoting.

Management will reassign or transfer affected employees to vacant authorized positions in this Unit for which they qualify or will train affected employees for other vacant authorized positions in this Unit for which they qualify in order to retain their services. Employees transferred to such vacant positions will be required to pass a six (6) month probationary period in their new assignment for retention as a District employee.

When an employee does not elect to be transferred or demoted in lieu of layoff, the layoff provision will be invoked. Prior to laying off employees, qualified employees will be given the transfer and demotion options outlined in the preceding paragraph. Employees in a classification subject to layoff will be laid off in reverse order of seniority with the District and by employment status. The first group to be laid off or released from duty will be employees working for temporary agencies performing comparable duties and those

employees with temporary or hourly status. The second group to be laid off will be employees not yet completing their six-month probationary period following original employment. The third group to be laid off will be permanent employees rated less than competent on the last performance evaluation. The fourth group to be laid off will be permanent employees rated competent or better on the last performance evaluation. Layoff will be according to reverse seniority within each group.

When advance knowledge of possible layoffs which would affect employees in this Unit is available, subject to the needs of the District and where practicable, Management will provide training for affected employees for other vacant authorized positions in order to retain their services.

Section 4. Recall

When a vacancy occurs in a class from which employees have been laid off, or transferred or demoted in lieu of layoff, within two (2) years from the date of such layoff or demotion, the vacancy will be offered to those employees possessing the necessary job related skills, in order of their seniority and employment status with the District at the time of such layoff or demotion, before the District will attempt to recruit outside the District. Recall for employment offers will be in the following employee status order: (1) qualified, permanent employees rated competent or better by seniority, (2) qualified, permanent employees rated less than competent in order of seniority, (3) qualified, probationary employees by seniority, (4) qualified, temporary status employees in order of seniority, then (5) hourly employees. Recall will be according to District seniority within each group.

Section 5. Job Abandonment

An employee who fails to report to work for three (3) consecutive work shifts for which the employee is scheduled to work without giving notice to the District will be considered to have voluntarily resigned from employment. The District shall send a letter to the employee's last address on record notifying them of the District's acceptance of their voluntary resignation from employment due to job abandonment. The employee may be reinstated if the employee provides documentation to the satisfaction of the Assistant Chief Engineer and Assistant General Manager that their failure to report to work was the result of reasonable extenuating circumstances beyond the employee's control. Documentation must be received within 48-hours of the delivery of the District's letter to the employee notifying them of the District's acceptance of their voluntary resignation. Employees have no right to due process and/or grievance if deemed to have resigned as a result of job abandonment.

The parties agree that in the event of overpayments on payroll warrants made by the District to an employee, Management will notify the employee of the overpayment prior to making any deductions to recover such overpayment. If the total overpayment is less than ten percent (10%) of the employee's gross monthly earnings, the amount of the overpayment will be deducted from the employee's next regular payroll warrant (normally paid on the 10th of the month). If the total overpayment is in excess of ten percent (10%) of the employee's gross monthly earnings sufficient deductions of five percent (5%) of the overpayment will be taken twice monthly from the employee's payroll warrants until the overpayment has been recovered, unless upon request by the affected employee, Management and the employee agree to mutually acceptable alternate method of repayment. If the employee terminates employment with the District before repayment has been fully recovered, the balance due will be deducted from his final payroll warrant.

In the event of an overpayment resulting from an electronic transfer error, the entire amount overpaid will be recovered automatically by the District or its payroll service by electronic debit. Should there be insufficient funds to accomplish the total recovery, amounts will be deducted from successive payroll warrant(s) and/or electronic transfer until the total overpayment is recovered.

In the event of an underpayment or failure to issue a payroll warrant Management will take every reasonable measure to insure the full payment to the employee as soon as possible, but in no event longer than four (4) business days from the date the employee notifies the Human Resources Department.

Section 1. Definition

For the purpose of this Article, a classification study is a study by the District's Human Resources Department of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Procedure

Once every two (2) years, a request for a classification study by an employee who believes their position is misclassified can be submitted in writing to the District's Human Resources Manager with a completed copy of a Human Resources Department Classification Questionnaire.

The District's Human Resources Manager will conduct a study and report the findings in writing to the employee within four (4) months except that studies involving fewer than three positions will be completed within three (3) months. These time periods may be extended by mutual agreement of the parties.

When the above procedures have been completed, the District will initiate the steps required to implement the findings of the study.

Section 1. Definition and Intent

For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties and responsibilities of an authorized position in the Table of Organization, in one class by an employee in a position in another class. It is not an out-of-class assignment when an employee substitutes for their designated supervisor except when they substitute for more than twenty-five (25) consecutive working days in a twelve (12) month period, or forty-five (45) non-consecutive working days in a twelve (12) month period.

It is the intent of Management, whenever possible, to avoid working an employee on an out-of-class assignment for a prolonged period of time. Management agrees not to reassign out-of-class duties to more than one employee and/or for less than the qualifying days solely for the purpose of avoiding an out-of-class assignment.

Section 2. Procedure for Submitting and Reviewing Requests

Any employee or supervisor who believes they or a subordinate employee has been working on an out-of-class assignment for longer than twelve (12) working days in a twelve (12) month period, has substituted for their designated supervisor for more than twenty-five (25) consecutive working days in a twelve (12) month period, or has substituted for their designated supervisor for more than forty-five (45) non-consecutive working days in a twelve (12) month period may request the Human Resources Department review the

situation. The request must be submitted to the Human Resources Department within six (6) months of the alleged working out-of-class assignment.

Except by mutual agreement, Management will promptly review the request and if it is determined that the employee is working out-of-class either (1) appoint the employee to the position in the higher class, subject to the District's promotional procedures; (2) reassign the employee to the duties of a position in their current class; or (3) pay the employee at the rate of the higher class effective the first day the employee works out-of-class.

Section 3. Emergency Assignments

Nothing herein shall be construed to limit the authority of District's Management to make temporary assignments to different or additional work duties and responsibilities for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

When an examination is used to fill vacant positions, employees will be allowed to take an examination after three (3) months have elapsed from the prior administration of the same examination.

Section 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, harassment, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definition

- a. “Employee” means either employee or employees as appropriate.
- b. “Grievance” means a written complaint by an employee concerning the interpretation or application of the provisions of this agreement or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and their immediate supervisor.
- c. “Informal grievance” means a complaint by an employee concerning the interpretation or application of the provisions of this agreement or of rules and regulations governing personnel practices or working conditions which the employee attempts to resolve in an informal manner with their immediate supervisor.
- d. “Business days” means calendar days exclusive of Saturdays, Sundays, and holidays listed in Article 6, Section 10.
- e. “Immediate supervisor” means the person designated by the District as the employee’s immediate supervisor.

Section 3. Responsibilities

a. Employees are encouraged to discuss their complaint with their immediate supervisor in a sincere effort to resolve the complaint without the need to file a written grievance.

b. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with them at a mutually satisfactory time in a sincere effort to resolve the complaint.

c. The employee will discuss the complaint with the immediate supervisor in a sincere effort to resolve the complaint prior to filing a written grievance.

d. The District's Human Resources Manager, upon request, will advise the employee of the necessary information to process the grievance in compliance with the grievance procedure.

Section 4. Waivers and Time Limits

a. Time limits at all steps for Management will begin when the written grievance is received in the District's Human Resources Department or when, at the request of the grievant, the appropriate, designated Management representative at each step calls the District's Human Resources Manager or their designated representative and informs them of the receipt of the grievance.

b. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

c. Any level of review, or any time limits established in this Article, may be waived or extended by mutual agreement confirmed in writing.

d. If any employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration or just cause for delay.

e. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. General Rights and Restrictions

a. An employee has the right to the assistance of another Unit employee in the investigation and preparation of their written grievance, and to represent them in grievance meetings. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.

b. An employee may present their grievance to Management on District's time. In scheduling the time, place, and duration of a grievance meeting, both employee and Management will give due consideration to the duties each has in the essential operation of the District. No employee shall lose their rights because of Management imposed limitations in scheduling meetings. When an employee has indicated another Unit employee is to represent the employee, the District will advise the Representative of the time, place and location of the grievance meeting.

c. Only a person selected by the employee and made known to Management at least one (1) business day prior to a scheduled grievance meeting will have the right to represent or advocate as an employee's representative.

d. If a person scheduled to attend a grievance meeting is unable to attend, they shall inform the other party as soon as possible.

e. If the employee elects to be represented in a grievance meeting, the District may designate another Management representative to be present at such meeting.

f. Only District employees who have direct, first hand knowledge of the event giving rise to the grievance may be called and attend hearings on District's time as witnesses without loss of pay. Such employees shall not log overtime.

g. An adequate supply of grievance forms will be available in the office of the District's Human Resources Manager to all Unit.

Section 6. Procedure

Step 1. Middle Management

a. Within fifteen (15) business days from the occurrence of the matter on which a complaint is based, or within fifteen (15) business days from their knowledge of such occurrence, an employee may file a written grievance. Three (3) copies of the District's grievance form will be completed by the employee stating the nature of the grievance and the remedy they request. The employee will submit one (1) copy to the Human Resources Department, one (1) copy to their immediate supervisor and retain the third copy. The District's hearing officer will discuss the grievance with the employee and their representative within five (5) business days.

b. Within fifteen (15) business days after meeting with the employee, the hearing officer will give their decision in writing to the employee.

Step 2. Chief Engineer and General Manager

a. Within ten (10) business days from the employee's receipt of the decision resulting from the previous step, the employee may appeal to the Chief Engineer and General Manager using the original copy of the grievance.

b. Within fifteen (15) business days after receipt of the employee's grievance, the Chief Engineer and General Manager or his/her designated representative will make a thorough review of the grievance and meet with the parties involved. Within fifteen (15) business days after the meeting, the Chief Engineer and General Manager, or his/her designated representative, will give a written decision including the reasons to the employee.

c. The written decision of the Chief Engineer and General Manager or his/her designated representative shall be final.

A Unit representative may spend a reasonable amount of time, not to exceed sixty (60) minutes, to promptly and expeditiously investigate, attempt to resolve and/or assist the employee in preparing and processing their grievance (not counting travel) without loss of pay and benefits of any kind. If a Unit representative is investigating, attempting to resolve and/or assisting the employee in preparing and processing a grievance, the Unit representative must use video and/or audio conferencing for locations over 30 miles from the Unit representative's designated work location. For more complex issues, time in excess of sixty (60) minutes must be preapproved by the Assistant Chief Engineer and Assistant General Manager or his/her designee. The Unit agrees, whenever processing of grievances is to be transacted, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. One (1) Unit representative may use District time to represent grievants in grievance hearings as outlined in Article 19.

Unit representatives, when leaving their work locations to process grievances, shall first obtain permission from their supervisor, as designated by Management, and inform them of the nature of the business. Permission to leave will be granted within a reasonable time unless such absence would cause an undue interruption of work. If such permission cannot be granted when requested, the Unit representative will be informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday and legal holidays, after the time requested by the Unit representative, unless otherwise mutually agreed to.

Upon entering other work locations, a Unit representative shall inform the person who is designated by Management as responsible for the work location and the cognizant supervisor of the nature of their business. Permission to leave the job will be granted to

the employee involved unless such absence would cause an undue interruption of work. If such permission cannot be granted when requested, the Unit representative will be informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday and legal holidays, after the time requested by the Unit representative, unless otherwise mutually agreed to. Denial of permission for a Unit representative to leave their work location or for an employee to meet with the Unit representative will automatically constitute an extension of time equal to the delay.

Unit employees agree that (1) a Unit representative shall not log compensatory time or overtime for time spent performing any function of a Unit representative and (2) only one Unit representative will be allowed to act as the Unit representative for a grievance, except by mutual agreement with the District's Management.

Section 1. Labor-Management Meetings

Upon request, representatives of the Unit will meet with management as needed but no more frequently than four (4) times a calendar year not to exceed (2) hours, to discuss issues related to the Confidential Unit. The meetings will be comprised of up to three (3) employee representatives from the Confidential Unit, and at least one (1) District representative.

Management will furnish bulletin board space to the Confidential Unit at work locations where employees in the Confidential unit work. Such bulletin board space will be accessible to all employees.

The bulletin board space will be used only for the following subjects:

- a. Scheduled Unit meetings;
- b. Any other written material which first has been approved by the District's Human Resources Manager or designated representative.

The Unit and the District agree that the District's bulletin boards will not be used to post material which might reasonably be construed as libelous to the District, or its employees.

A copy of all postings will be submitted to the District's Human Resources Manager or designated representative for his/her information prior to or as soon as it is posted. The District will post Unit notices in the Employee News section of the Intranet within three (3) business days.

The parties agree that subsequent to the execution of this agreement and during the period of time said agreement is pending before the District's Collective Committee for determination, neither Confidential Unit employees nor Management, nor their authorized representatives, will appear before the Boards of Directors or work with members of the Boards of Directors individually to advocate any amendment, addition or deletion to the terms and conditions of this agreement.

It is further understood that this Article shall not preclude the parties from appearing before the Collective Committee nor meeting with individual members of the Boards of Directors to advocate or urge the approval of this agreement in its entirety and the enactment of amendments to the District's resolutions necessary to implement this agreement.

Section 1. Full Understanding

This agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

It is the intent of the parties that this agreement be administered in its entirety in good faith during its full term. The parties agree that CalPERS will make all determinations whether any form of pay or compensation described in this agreement is reportable special compensation.

Section 2. Modifications

It is recognized that during such term it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such change, it shall notify the Confidential Unit representatives indicating the proposed change prior to its implementation. If the Confidential Unit wishes to consult or negotiate with Management regarding the matter, the Confidential Unit shall notify Management within five (5) business days from the receipt of such notice. Upon receipt of such notice, the parties shall meet promptly in an earnest effort to reach a mutually satisfactory resolution of any problem arising as a result of the change instituted by Management.

Where Management makes such changes because of the requirements of law, including ordinances adopted by the District's Board of Directors, the District shall not be

required to negotiate the matter of compliance with such law. However, Confidential Unit Employees do not waive any rights under PERB and MMBA.

Nothing herein shall limit the authority of Management to make necessary changes during emergencies. However, Management shall notify Confidential Unit employees of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Where Management makes any such change for reasons other than the requirements of law or an emergency, where the subject matter of the change directly affects the wages, hours and other terms and conditions of employees in the Unit, Management will inform the representatives of the Confidential Unit in a timely manner so that the parties may expeditiously undertake consultation regarding the effect the change would have on the wages, hours, and other terms and conditions of employment of the employees in the Unit, as well as formalize an adequate communication process for informing Confidential Unit employees of those changes.

Section 3. Waiver

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any matter covered herein or with respect to any other matters during the term of this agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not in any manner be binding upon the

Article 24

FULL UNDERSTANDING, MODIFICATIONS, WAIVER

parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by District No. 2 Board of Directors.

The waiver of any breach, term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

It is understood and agreed that this agreement is subject to all current and future applicable laws and federal and state regulations. If any part or provision of this agreement is in conflict or inconsistent with such applicable laws and regulations or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable laws or regulations and the remainder of this agreement shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this agreement the day, month and year first above written. The District Collective Committee granted authority for the Chief Engineer and General Manager to enter into this agreement as it was deemed to conform with the parameters given. The Confidential Unit conducted a vote of the employees in the Unit on approval of this agreement. The majority of the votes were in favor of approving the agreement.

CONFIDENTIAL UNIT
REPRESENTATIVES

COUNTY SANITATION DISTRICTS
OF LOS ANGELES COUNTY

Eduardo Jimenez
Supervising Human Resources Analyst

Robert Ferrante
Chief Engineer and General Manager

Cara Morin
Supervising Human Resources Analyst

Chuck Boehmke
Assistant Chief Engineer and Assistant
General Manager

Matthew Eaton
Deputy Assistant Chief Engineer

Jennifer Allen
Human Resources Manager