

MEMORANDUM OF UNDERSTANDING

PROFESSIONAL SUPERVISORY UNIT

JULY 1, 2022 – JUNE 30, 2027

COUNTY SANITATION DISTRICTS
OF LOS ANGELES COUNTY

AND

DISTRICT COUNCIL 36, AFSCME

FOR JOINT SUBMISSION
TO DISTRICT'S COLLECTIVE COMMITTEE

This Memorandum of Understanding 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

American Federation of State, County and Municipal
Employees,
District Council 36

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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, the American Federation of State, County and Municipal Employees District Council 36 (hereinafter “AFSCME” or “Union”) was recognized on March 10, 2017, by the Chief Engineer and General Manager as the recognized representative of the District’s employees in the Professional Supervisory Unit (hereinafter “Unit”) previously found to be appropriate by the Chief Engineer and General Manager. On March 10, 2017, District’s Management recognized AFSCME as the exclusive representative of the employees in the Unit. 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 with the approval of AFSCME, except persons whose positions are designated as managerial and confidential by the District pursuant to state law with the approval of AFSCME.

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

Article 2

TERM, IMPLEMENTATION, RENEGOTIATION

Section 1. Term

The term of this Memorandum of Understanding shall commence on the date the terms and conditions for its effectiveness, as set forth herein are fully met, but in no event shall such Memorandum of Understanding become effective prior to 12:01 a.m., on July 1, 2022. This Memorandum shall expire and otherwise be fully terminated at 12:00, midnight, on June 30, 2027.

Section 2. Implementation

This Memorandum of Understanding constitutes a mutual understanding between the District's Management and AFSCME District Council 36 and AFSCME Local 18 to be submitted to the District's Collective Committee by the Chief Engineer and General Manager on or before June 8, 2022. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until the District's Collective Committee approves said Memorandum of Understanding and the provisions of Section 5 of the Amended Joint Administration Agreement of 2014 are completed.

The parties agree that the recommended changes in the salaries and employee benefits included in this Memorandum of Understanding, which require approval by the District's Board of Directors constitute a mutual understanding to be submitted to the District's Collective Committee and 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 before these recommended changes can become effective and applicable to employees in the Unit.

Section 3.

a. Renegotiation

In the event either party desires to negotiate a successor Memorandum of Understanding, such party shall serve written notice upon the other during the period from January 1, 2027, to February 15, 2027, and commence negotiations by February 15, 2027.

By mutual agreement, any Article in this Memorandum of Understanding which is not reopened by either party will be included in the succeeding Memorandum of Understanding without change.

If a full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by May 31, 2027, an impasse may be declared by either party on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

The parties shall follow impasse procedures, including factfinding, required under the Meyers Milias Brown Act (MMBA) and the Public Employment Relations Board (PERB) regulations.

If necessary, the parties will attempt, in good faith, to reach agreement on procedures for resolution of the impasse.

b. Reopening of Memorandum of Understanding

The parties agree to meet and confer in May 2024, May 2025, and May 2026, on the subject of possible salary inequities for classes in the Unit. Prior to May 1, 2024, May 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 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** 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>
ACCOUNTING SERVICES SUPERVISOR	78D	\$11,855-14,744
ENVIRONMENTAL HEALTH AND SAFETY SUPERVISOR	78D	\$11,855-14,744
INFORMATION TECHNOLOGY SUPERVISOR	78D	\$11,855-14,744
LABORATORY SUPERVISOR I	70F	\$9,590-11,915
LABORATORY SUPERVISOR II	74J	\$10,770-13,382
LEGISLATIVE AND REGULATORY LIAISON	80D	\$12,516-15,578
PUBLIC INFORMATION SUPERVISOR	80D	\$12,516-15,578
SUPERVISING ACCOUNTANT	67H	\$8,885-11,039
SUPERVISING BUDGET ANALYST	71H	\$9,904-12,305
SUPERVISING ENGINEER I	78D	\$11,855-14,744
SUPERVISING ENGINEER II	80D	\$12,516-15,578
SUPERVISING ENVIRONMENTAL SCIENTIST	78D	\$11,855-14,744

SUPERVISING INTERNAL AUDITOR	72C	\$10,050-12,487
SUPERVISING SCIENTIST	69B	\$9,242-11,481
SUPERVISING SYSTEMS ANALYST	76D	\$11,229-13,955

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.

a. 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 (“Meets Expectations”) in all

respects and that continued withholding of his step advancement would not be warranted under the circumstances.

b. All employees hired into the job classifications listed in this Article shall be hired as Monthly status.

Section 3.

The District will hire a third party to conduct a one-time compensation survey for all classifications in this unit. The third party will provide the result of that survey in the fourth (4th) quarter 2023. The agencies that will be included in the survey will be the District, Orange County Sanitation District, City of Los Angeles Bureau of Sanitation, Orange County Waste and Recycling, Los Angeles County Department of Public Works, and Metropolitan Water District of Southern California.

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 and holidays, with the exception of non-scheduled personal leave, non-scheduled vacation, and non-scheduled accumulated compensatory overtime off 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.

Section 1. Overtime Compensation

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 (1a), \$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 (or approval from their supervisor if authority to approve was delegated) to use compensatory time. The use of compensatory time will be approved or denied subject to the operating requirements of the department.

Section 1. 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 will receive standby pay. Any employee in the Unit will receive three dollars (\$3.00) 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). Volunteers for standby service will be sought first. In the event that there are no volunteers or insufficient volunteers, the supervisor or manager will directly assign employees under their supervision to periods of standby service in such a way to ensure such assignments are distributed equitably.

Section 2. 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 3. 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 their personal automobile, the employee 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 4. 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

Professional Supervisory Unit employees who were in the Professional Supervisory 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 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 attendee. 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. Refresher courses designed for preparing one to take an examination for one of the professional registrations listed in (h) below are eligible for reimbursement. Each eligible employee may be reimbursed for the cost of one (1) refresher course during the course of their employment.

h. Employees may use professional development for professional registration. Professional registrations include Professional Engineer, Engineering Geologist or Geologist, Certified Public Accountant (CPA), Certified Permit Professional (CPP) and Certified Industrial Hygienist (CIH) for employees performing related work.

i. In addition to the reimbursements specified in this Section, employees will be reimbursed separately for the application fee to become board certified with the American

Academy of Environmental Engineers and Scientists (AAEES) and the annual certification fee.

j. 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.

k. The fees charged by the State of California for registration as a Professional Engineer may also be reimbursed. The fees charged for taking the Professional Engineer examination will be reimbursed subject to the applicant passing the examination.

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

m. 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 to the employee's Department Head for approval of reimbursement. 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
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

<u>HOLIDAY</u>	<u>DATE</u>
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
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

<u>HOLIDAY</u>	<u>DATE</u>
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 (June 26, 2019), 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. Effective the first of the calendar year following the effective date of this MOU, 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).

The Districts will contribute \$31.25 per month for dental insurance for retirees who elect to participate in the District's dental insurance program.

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 base salary plus twenty-eight (28) letter schedules on November 1 of that year. If a deferred compensation plan is in place, an employee may elect to have the payment directed to a deferred compensation plan, subject to IRS limits. Such payments will be made prior to January 15th the following year. The buy back form will include information on vacation limits.
- c. In calendar year 2024, the parties agree to meet and discuss changing to a monthly vacation accrual process.

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 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 base salary plus twenty-eight (28) letter schedules on November 1 of that year. If a deferred compensation plan is in place, an employee may elect to have the payment directed to a deferred compensation plan, subject to IRS limits. 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. Layoff Benefits

An employee shall be eligible for layoff benefits provided they have at least six (6) months continuous service with the District. Layoff means separation from employment with the District due to lack of work as distinguished from other types of separation such as resignation, discharge or suspension as a disciplinary penalty, retirement, leave of absence, or death.

Layoff benefits for eligible employees shall consist of a lump sum payment for all accrued unused overtime, holiday time, or vacation time at the rate of straight time pay computed as if the employee had resigned from the District service on the same date when he or she was laid off, plus a lump sum payment for accumulated unused full pay sick leave, subject to the limitations in Subsection 6.4 of the Salary Resolution.

Section 14. 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 15. 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 for Unit employees employed by the District on or before December 31, 2012 or those defined as “classic” members by CalPERS. The District will pay the seven percent (7%) normal employee contribution to the California Public Employees Retirement System (CalPERS) on behalf of “classic members” in accordance with Section 20691, formerly 20615, of the California State Government Code. The District will notify AFSCME 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 AFSCME regarding the impact of the change in reporting amounts.

Unit employees hired on or after January 1, 2013 who are “new members”, as defined by CalPERS, are provided the 2% at Age 62 Benefit Formula – Non-Safety Members with a three (3) year final compensation period. 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 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 16. 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 17. 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 the District.

Section 18. 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 19. 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 20. 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 6 and Section 8 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 November 1, 2019, the compressed (9/80) schedule is available without being subject to rideshare requirements.

Employees may work a compressed (9/80 or 4/10) schedule, subject to Department Head approval based on a business need.

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

The parties mutually recognize and agree to fully protect the rights of all employees covered hereby to join and participate in the activities of AFSCME District Council 36 and all other rights of employees provided in the Government Code and other applicable laws.

The provisions of this Memorandum of Understanding 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 words of any gender, such as he/his or she/hers are used in this Memorandum of Understanding, it shall be construed to include employees of any gender.

Section 1. Parties' Responsibilities

District's Management will make every reasonable effort to provide and maintain a safe and healthy place of employment. AFSCME will cooperate by encouraging all employees to perform their work in a safe manner. 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, AFSCME 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. Upon request, a copy of the decision will be given to AFSCME.

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

AFSCME and the employees in the Professional Supervisory Unit endorse the concept of a drug free work place, consistent with the Drug Free Workplace Act of 1988. AFSCME supports the Alcohol and Drug 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.

Employees in the below listed classifications assigned to positions requiring ASTM F2413 compliant safety work boots in order to perform their duties will be reimbursed up to \$225 every calendar year for the purchase of approved safety work boots to be used exclusively for District work:

Supervising Engineer I, II in the Construction Management Section

The reimbursement is limited to the classifications and section(s) listed above; however, reimbursement will not be unreasonably denied for new classifications or due to changing regulations.

Section 5. Postings

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

Section 6. GPS Monitoring

The District reserves the right to install GPS systems in vehicles and vehicular equipment. GPS data may be used for any purpose including but not limited to investigating vehicular incidents or personnel disciplinary investigations.

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.

Section 1.

“Transfer” means permanent change from a position to another vacant, authorized, permanent position at another District location or to another Department or Section at the same location. “Permanent position” means an authorized position in the District’s official Table of Organization which is anticipated to have a continuing duration of six (6) months or longer.

Section 2. Vacant Positions Advertised for Transfer

a. When the District plans to permanently fill a vacant position in this Unit by transfer, the District’s Human Resources Department will post a notice of such vacancy. The notice will include the types of measures to be used and the relative weights of each measure. The notice may be used to fill an individual position or to fill all vacancies in a classification of work which may occur during a period of up to twelve (12) months. The notice will give District’s employees in the same class at least five (5) business days to submit a written request to the District’s Human Resources Department to be considered for transfer to the vacant position. Subject to the needs of the District, an employee may be allowed up to a maximum of ten (10) business days to submit his request if he can submit reasonable proof that he did not have an opportunity to be aware of the notice.

b. In selecting a qualified person for the vacancy, the following procedure will be utilized. All qualified applicants will be considered. The selection process may consist of any measure or combination of measures of achievement, skill, experience, aptitude or interest which are determined by the District to be appropriate for the vacant position including, but not limited to, an interview, a written test, a performance test or a review of

the employee's personnel file. The measures will be designed to cover factors required for successful job performance, such as knowledge, skills and abilities. If two (2) or more of the applicants have substantially equivalent qualifications including special qualifications which are relevant to the specific vacancy, Management will transfer the applicant with the most seniority in the District. For the purpose of this Section, seniority will be based upon total continuous service in the District. In the event two (2) or more employees were hired on the same date, their seniority for transfer will be based on the seniority of each in the series of the District's classification plan in which the authorized vacancy exists. An employee may request their ranking overall and their actual overall score. By providing this information to the employee, the employee agrees to keep the information confidential. Information pertaining to ranking and overall score must be requested from Human Resources in writing no later than five (5) business days following notification of the results of the selection process. Human Resources will provide the information described above within five (5) business days of the request. Employees whose overall rating is less than Meets Expectations (Competent) on their last evaluation may be selected for transfer only with mutual agreement of the affected supervisors and with an extension of the probationary period. During an employee's initial probationary period, an employee may transfer to a vacant position in the same class only if the employee's probationary period is extended. When an employee has been accepted for transfer, he will be notified as soon as possible of the effective date of the transfer.

Section 3. Administrative Transfer

Due to the operational needs of the District, when a work unit is to be transferred from one District location or facility to another location or facility, employees with the most seniority in the affected classifications at that location or facility will be given the first option of transferring to the location. In the event no employee with more seniority elects to be transferred, the employee with the least seniority in his classification at this location will be transferred to the new location or facility. When fewer positions than a total work unit are to be permanently transferred from one District location or facility to another location or facility all employees in that work unit will be advised of the intended transfer of personnel. Employees with the most seniority in class will be given the option to be transferred to the new location or facility. If less than the required number of employees are willing to transfer, the employees with the least seniority in the class in that location will be the first transferred.

When a vacancy occurs within one (1) year in a class at a location from which an employee has been administratively transferred, the vacancy will be offered to the employee who has been administratively transferred.

Section 4. Disciplinary Transfers

Transfer will not be made solely for the purpose of discipline against an employee unless the employee agrees to the transfer.

Section 5. Temporary Reassignments

When there is a need to fill a position on a temporary basis, not to exceed twelve (12) months, the District will reassign, with five (5) calendar days advance notification, the employee in the same position from the location, department or section where the work load will permit. If there is only one employee in the location, department or section who can be transferred, that employee will be temporarily reassigned. If there are two or more employees at the location, the department or section from which the temporary reassignment is to be made, employees will be offered the option of accepting or declining the temporary reassignment in order of their seniority in that position and if all employees decline the temporary reassignment, the employee with the least seniority in the position will be temporarily reassigned. In the event that the temporary reassignment extends beyond twelve (12) months, upon mutual agreement of the employee and District's Management, the employee may continue to work the temporary reassignment.

Employees on a temporary reassignment may claim mileage reimbursement for the difference in mileage from their residence to their temporary work location less the mileage from their residence to their principal work location.

Section 1.

When the District determines the need to fill vacant, permanent positions, the District may promote or transfer qualified, eligible, monthly employees when there are monthly employees who are interested in, fully qualified and eligible for the vacant position.

Section 2.

“Qualified applicants”, for the purpose of this Article, are hourly District employees, who are currently employed and have been employed by the District for twelve (12) months or longer, or monthly District employees who apply to compete in a selection process and who meet the minimum requirements. Employees whose overall rating is less than Meets Expectations (Competent) on their last performance evaluation are not qualified applicants. An employee is not considered a qualified applicant if they were previously unsuccessful in the classification within the previous one (1) year unless they can demonstrate additional relevant education, experience, certifications, or licenses since leaving the classification. “Eligibles” are qualified applicants who pass the selection process and any required tests and who possess any required license. In the event there are fewer than seven (7) qualified applicants for promotion or transfer or fewer than seven (7) eligibles following a selection process, the District retains the right to recruit persons outside of the District’s service when necessary to meet the needs of the District.

Section 3.

When the District plans to fill permanent positions in this Unit by promotion, the District’s Human Resources Department will post a notice of such vacancy. The notice

may be used to fill an individual position or to fill all vacancies in a classification of work which may occur during a period of up to twelve (12) months. The notice will include the types of measures to be used and the relative weights of each measure. In selecting an eligible person for the vacancy, the following procedures will be utilized:

a. The notice will give employees in the District at least five (5) business days to submit a written request to the District's Human Resources Department to be considered for promotion to the vacant position. Subject to the needs of the District, an employee may be allowed up to a maximum of ten (10) business days to submit his request if he can submit reasonable proof that he did not have an opportunity to be aware of the notice because of circumstances beyond his control.

b. All employees who apply and meet the minimum qualifications as stated in the notice, will be permitted to compete in the selection process. The selection process may consist of any measure or combination of measures of achievement, skill, experience, aptitude or interest which are determined by the District to be appropriate for the vacant position including, but not limited to, an interview, a written test, a performance test or a review of the employee's personnel file. The measures will be designed to cover factors required for successful job performance, such as skills, knowledges and abilities. Each applicant will be rated on the same questions and/or tests when they apply for the same classification. Employees will be allowed to take an examination after three (3) months have elapsed from the prior administration of the same examination.

c. The District's appointing officer will select from among the three eligibles with the highest final rating. Each applicant may contact the Human Resources Department to review their performance in the selection process. The review, to be conducted by a member of the interview panel or Human Resources Department staff, may consist of discussion designed to advise the applicant of any specific areas needing improvement. Any employee may request a feedback form (Appendix A), to be completed by one of the interviewers, which will contain recommendations on how the applicant can improve. An employee may request their ranking overall and their actual overall score. By providing this information to the employee, the employee agrees to keep the information confidential. Information pertaining to ranking and overall score must be requested from Human Resources in writing no later than five (5) business days following notification of the results of the selection process. Human Resources will provide the information described above within five (5) business days of the request. Human Resources staff will regularly audit/review selection processes. Upon request of the Union, Human Resources staff will attend interviews for up to one (1) selection process per quarter.

d. All employees who receive a promotion will receive the salary of the higher class during a probationary period of six (6) months, which may be extended for a period not to exceed an additional six (6) months when required for the employee to demonstrate proficiency in the higher class. During an employee's initial probationary period, an employee may promote to a higher level class only if the employee's probationary period

is extended. When a permanent employee fails to satisfactorily complete the probationary period, he will be returned to a position in his former class without loss in seniority in that class. By mutual agreement between the employee and the District, the employee may remain at his current work location by applying for a vacant position in another classification and successfully completing the applicable selection procedure.

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.

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 Memorandum of Understanding 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 June 26, 2019 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 AFSCME 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 five (5) 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 attempt to call the employee, their emergency contact(s) and the union. The District shall send a letter to the employee's last address on record notifying them that they have abandoned their job. The employee will have three (3) business days from the date the letter is delivered to respond. If the employee does not respond, the employee will be considered to have voluntarily resigned from employment due to job abandonment and will be sent a notice confirming the District's acceptance of their resignation. 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 and failure to respond to the letter 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. The District's Human Resources Manager, upon request, will report the written findings to AFSCME.

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.

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 Memorandum of Understanding 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 Memorandum of Understanding 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 5.
- e. “Immediate supervisor” means the person designated by the District as the employee’s immediate supervisor.

Section 3. Responsibilities

a. AFSCME will encourage an employee 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. AFSCME and 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 a representative in the investigation and preparation of their written grievance, and to represent them in grievance meetings. This right includes the right to assistance and representation by an AFSCME Representative but does not give the employee the right to be represented by any other employee organization. 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 an AFSCME Representative 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. If an employee requests to be represented by AFSCME, only union representatives in this Unit or authorized AFSCME staff representatives may represent them in grievance meetings.

g. Management will notify AFSCME of any grievances involving the terms and conditions of this Memorandum of Understanding. An AFSCME representative has the right to be present at any grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of this Memorandum of Understanding. If an AFSCME representative elects to attend any grievance meeting, they must inform the District's Management prior to such meeting. Management may also designate a Management representative to be present at such meeting.

h. In the event an employee designates an AFSCME representative to represent them, by having the AFSCME representative sign the grievance form, the District will send a copy of the response resulting from the grievance hearing to AFSCME.

i. 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.

j. An adequate supply of grievance forms will be available in the office of the District's Human Resources Manager to all union representatives and AFSCME representatives.

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. Upon request, a copy of the decision will be given to the AFSCME representative.

c. The written decision of the Chief Engineer and General Manager or his/her designated representative shall be final except for grievances which are submitted to arbitration pursuant to Section 7 of this Article.

d. If the Chief Engineer and General Manager or his/her designated representative fails to reply within the time limits specified, AFSCME may submit the grievance to arbitration, as provided for hereinafter, within fifteen (15) business days following the expiration of the time limit.

Section 7. Arbitration

a. Within thirty (30) calendar days from the receipt of the written decision of the Chief Engineer and General Manager or his/her designated representative, AFSCME may request that the grievance be submitted to arbitration as provided for herein.

b. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding and discharges, disciplinary demotions and suspensions for more than one (1) day may be submitted to arbitration hereunder. In no event shall such arbitration extend to the

interpretation, application, merits or legality of any federal and state laws and regulations and current District's laws unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted.

c. In the event AFSCME, on behalf of an employee whom it has represented in the processing of a grievance, desires to request that the grievance, which meets the requirements of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to the District's Human Resources Manager which written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

d. Within five (5) business days from receipt of the written request for arbitration, the parties will attempt to select a mutually acceptable neutral arbitrator. If after five (5) business days they cannot agree on a neutral arbitrator, AFSCME will request and obtain a list of arbitrators from any source of such service mutually acceptable to them. They will select an arbitrator from such a list by mutual agreement or by the alternate striking of names on such list. The party to strike the first name will be determined by chance.

e. Arbitration of grievances hereunder will be limited to the grievances as originally filed by AFSCME on behalf of an employee whom it has represented in the processing of this grievance to the extent that said grievance has not been satisfactorily resolved.

f. The fees and expenses of the neutral arbitrator will be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses other than District's employees, transcripts, and similar costs incurred by the parties during such arbitration will be the responsibility of the individual party involved.

g. Prior to the hearing by an arbitrator, a representative of the District and a representative of AFSCME will attempt to prepare a joint submission statement setting forth the issue(s) which will be submitted to the arbitrator. In the event the District and AFSCME cannot jointly agree on a submission statement, each party at the hearing may present its own submission statement to the arbitrator in which case the arbitrator will determine the issue(s) to be resolved which shall not extend beyond those issues included in such party's submission statement.

h. The decision of an arbitrator in arbitration which involves the discharge, disciplinary demotion or suspension for more than one (1) day of a permanent full-time employee shall be binding on both parties and any employee involved. The decision of an arbitrator resulting from any other arbitration of grievances hereunder shall be binding upon the parties.

i. The decision of an arbitrator resulting from an arbitration of grievances hereunder shall not add to, subtract from or otherwise modify the terms and conditions of this Memorandum of Understanding.

It is agreed and understood by the parties to this Memorandum of Understanding, that there may be up to two (2) trained union representatives at each District location that employs Professional Supervisory Unit employees. AFSCME will not appoint an employee as a union representative during an employee's initial probationary period or while an employee has been rated as Improvement Needed on their most recent employee evaluation. AFSCME will provide the District's Human Resources Manager with a list of the names of employees selected as trained and certified union representatives. The list shall be kept current by AFSCME.

After an employee has discussed their complaint with their immediate supervisor in a sincere effort to resolve the complaint, a trained union 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 union representative is investigating, attempting to resolve and/or assisting the employee in preparing and processing a grievance, the union representative must use video and/or audio conferencing for locations over 30 miles from the union 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. AFSCME 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) trained and certified union representative may use District time to represent grievants in grievance hearings as outlined in Article 21.

Union 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 union 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 union representative, unless otherwise mutually agreed to.

Upon entering other work locations, a union 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 union 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 union representative, unless otherwise mutually agreed to. Denial of permission for a union representative to leave their work location or for an employee to meet with the union representative will automatically constitute an extension of time equal to the delay.

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

Except as provided in Article 11, Management will not transfer a union representative to a different work location without approval of the union representative or AFSCME unless there no longer is work for the union representative in their classification at their work location.

Section 1. Labor-Management Meetings

Upon request, AFSCME units (Professional, Professional Supervisory and Supervisory) will meet in coordinated labor-management meetings 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 AFSCME units (Professional, Professional Supervisory and Supervisory). The Committee will be comprised of a total of four (4) employee representatives (selected from the Professional, Professional Supervisory and Supervisory Units), one (1) AFSCME representative, and at least one (1) District representative.

Section 2. Employee Organization Leave

AFSCME may have not more than three (3) employees in this Unit on leave of absence to accept employment with AFSCME. However, the District reserves the right to deny a request for leave if the leave interferes with the operation of the District. To evaluate the interference with District operations, Management will take into consideration the uniqueness of the work performed by the employee, the size of the facility and class, and the need to perform public service.

The employee must have a minimum of one (1) year of continuous employment with the District. The requested leave shall only be granted if the reason for the leave is to conduct AFSCME business assisting another public jurisdiction or for other lawful

purposes. The employee will be allowed time off without loss of salary and benefits not to exceed sixty (60) days per calendar year, to be used no more than thirty (30) days at a time in each half of the calendar year. AFSCME will reimburse the District for the salary and benefits paid to the employee during periods of absence due to Employee Organization Leave. AFSCME will pay all invoices for Employee Organization Leave within 60 calendar days of receipt of the invoice.

Management will furnish bulletin board space to AFSCME at work locations where employees represented by AFSCME work. Such bulletin board space will be accessible to all employees.

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

- a. AFSCME recreational, social and/or related news bulletins;
- b. Scheduled AFSCME meetings;
- c. Information concerning AFSCME elections or the results thereof;
- d. Reports of official business of AFSCME including newsletters, reports of AFSCME committees or the AFSCME Board of Directors;
and
- e. Any other written material which first has been approved by the District's Human Resources Manager or designated representative.

AFSCME 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 Union notices in the Employee News section of the Intranet within three (3) business days.

It is agreed that AFSCME dues and such other deductions as may be properly requested and lawfully permitted, shall be deducted, in accordance with the provisions of applicable state law, monthly from the salary of each employee covered.

AFSCME will maintain all records of employee authorizations for dues and such other deductions. AFSCME will provide the District with information regarding the amount of dues and such other deductions and the list of employees who have authorized dues and other such deductions. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to AFSCME along with an electronic report detailing the employee's name, employee number, base pay rate, deduction amount(s) and type(s).

It is further understood and agreed that Management shall not be required to deduct said dues and other deductions, or remit same to AFSCME, if AFSCME has not provided the District with information regarding the name of the employee and amount of dues and such other deductions.

AFSCME agrees to indemnify and hold the District harmless from any liabilities which may arise as a result of the application of the provisions of this Article.

Authorized AFSCME staff representatives will be given access to work locations during working hours solely for the purpose of conducting investigations of and processing of grievances, observing working conditions, posting bulletins on bulletin boards, and all related matters. An AFSCME representative desiring access to a work location hereunder shall state the purpose of his visit and request authorization from the District's Management representative who is responsible for the work location unless the parties mutually agree to waive notice. The District may require AFSCME representatives to identify employees they plan to contact, the approximate length of the visit and specific locations to be visited.

AFSCME shall give the District's Management six (6) copies of a written list of all authorized AFSCME staff representatives, which list shall be kept current by AFSCME.

Access to work locations will only be granted to representatives on the current list. AFSCME agrees that its staff representatives will not interfere with operations of the District or any facility thereof.

The purpose of this Article is to address the requirements of AB 119. The District currently has an onboarding process on an employee's first day of hire. This is scheduled on Mondays, or Tuesdays if a Holiday falls on a Monday. The onboarding session only occurs if a new employee starts that day. It is understood that AFSCME will have access to the onboarding process. The onboarding process is held at the Joint Administration Office in Whittier. However, employees assigned to remote sites (e.g. Tulare Lake Compost) may participate via web conference. The District reserves the right to change the location and the manner of conducting the onboarding process.

It is agreed that no more than one representative from AFSCME may attend the onboarding process. The representative may speak to the assembled employees at the beginning of the onboarding process for no more than 20 minutes. The "beginning" shall mean prior to the District presentation and not necessarily before any other union.

The District will not guarantee the availability of media for the presentation (e.g. PowerPoint), but will allow AFSCME to use such media if it is available. It is further agreed that the onboarding process will be in no way delayed or interrupted due to a late arrival of the representative of AFSCME. Should the representative arrive late, the District may require the representative to wait until the end of the onboarding process to speak to the assembled employees.

Employees, including those represented by AFSCME, are not required to remain in the room during the presentation by AFSCME.

The District shall provide ten (10) days advance notice if any unit employees will be at any given onboarding session, unless the District knows less than ten (10) days in advance in which case the District will contact the AFSCME designated representative(s) no later than the Friday before a new hire starts. AFSCME understands that, due to the nature of the District operations, employees may be rescheduled to attend a later onboarding process.

In the event the District eliminates the onboarding process, AFSCME may have access to the remaining orientation (the orientation that occurs in alternating months: January, March, May, July, September and November) and the provisions outlined above will apply.

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the District's Collective Committee for determination, neither AFSCME 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 Memorandum of Understanding.

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 Memorandum of Understanding in its entirety and the enactment of amendments to the District's resolutions necessary to implement this Memorandum of Understanding.

Section 1. Full Understanding

This Memorandum of Understanding 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 Memorandum of Understanding 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 Memorandum of Understanding 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 AFSCME indicating the proposed change prior to its implementation. If AFSCME wishes to consult or negotiate with Management regarding the matter, AFSCME 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, AFSCME does 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 AFSCME 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, and where AFSCME within the time limits provided requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the wages, hours, and other terms and conditions of employment of the employees in the Unit.

If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, or if an impasse is reached in the negotiations, such impasse may be submitted by either party to fact-finding.

Failure by AFSCME to request consultation or negotiations, pursuant to Section 2, shall not be deemed as approval of any action taken by the District.

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 Memorandum of Understanding.

Article 28

FULL UNDERSTANDING, MODIFICATIONS, WAIVER

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 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 Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

For purpose of administering the terms and provisions of this Memorandum of Understanding:

- a. Management's principal authorized agent shall be the District's Chief Engineer and General Manager or his duly authorized representative {Address: 1955 Workman Mill Road, Whittier, California 90601. Telephone number: (562) 699-7411}.
- b. AFSCME's principal authorized agent shall be the Business Representative or his duly authorized representative {Address: 3375 East Slauson Ave., Vernon, CA 90058. Telephone number: (213) 487-9887}.

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable laws and federal and state regulations. If any part or provision of this Memorandum of Understanding 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 Memorandum of Understanding shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

AMERICAN FEDERATION OF
STATE COUNTY AND MUNICIPAL
EMPLOYEES
District Council 36

COUNTY SANITATION DISTRICTS
OF LOS ANGELES COUNTY

APPENDIX A



**LOS ANGELES COUNTY
SANITATION DISTRICTS**

Converting Waste Into Resources

Interview Feedback Form

Candidate's Name:

Interviewer's Name/Person Completing the Feedback Form:

Position Applied For:

Strengths:

Areas for Improvement:
