

Memorandum  
of  
Understanding



February 26, 2019 – December 31, 2022

# WEINGARTEN RULES AND RIGHTS

A worker who is called to an interview with his or her employer which may lead to some disciplinary action is entitled to Union representation.

In NLRB v. Weingarten and its companion case ILGWU v. Quality Mfg. Co., the Supreme Court agreed with the NLRB that an employee has the right to Union representation at an investigatory interview the employee reasonably believes will result in disciplinary action.

The following rules apply when an investigatory interview occurs:

- The worker must make a clear request for Union representation before or during the interview.
- Worker's right to representation may not interfere with Employer's right to conduct an interview without undue delay (in certain circumstances.)
- The Steward has a right to consult with the worker before the interview.
- When the worker requests Union representation, the Employer has 3 options:
  1. Grant the request and delay questioning until the Union representative is available.
  2. Deny the request and end the interview.
  3. Give the worker a choice of:
    - (a) Having the interview without representation or
    - (b) Ending the interview.

It is the Steward's right and the Steward's duty to assist and counsel workers during investigatory interviews. Steward's right during investigatory interviews include:

- The right to be informed of the subject matter of the interview (i.e., the charges).
- The right to consult with the worker before the questioning begins.
- The right to speak during the interview.
- The Steward can request the Supervisor clarify a question.
- After a question is asked, the Steward can give advice on how to answer.
- When the questioning ends, the Steward can provide additional information to the Supervisor.

If Weingarten rules are complied with, stewards have no right to tell workers not to answer questions, or to give false answers.

Stewards should explain Weingarten rights to co-workers. The following statement is useful for workers who may be asked to attend an investigatory meeting:

"I request to have a Union representative present on my behalf during this meeting because I believe it may lead to disciplinary action being taken against me. If I am denied my right to have a Union representative present, I will refuse to answer accusational questions and any I believe may lead to discipline."

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## **Memorandum of Understanding**

### **Forward**

The District and the Union recognize that the work environment and the nature of work are changing and will continue to change in the future. We are committed to working jointly to address that future, and to making the necessary changes in the most productive way for all stakeholders.

With this Memorandum of Understanding, we have attempted to build a foundation using mutual respect, open communication and trust. The Union and Management recognize that each party has a distinct and separate role in the organization. We also want to acknowledge that we have found many common interests and that we share the mutual goal of the continued success of Union Sanitary District.

Management recognizes that the Union is a stakeholder in the District, is accountable to its constituents, and wants to have the employees meaningfully involved in determining the direction of the organization. The Union recognizes that Management is accountable to the District's Board of Directors and is responsible to ensure that the organization is competitive within the industry and operates in the best interests of its ratepayers. Collectively, we are committed to the collaborative framework we have created to achieve these goals.

Both parties are jointly committed to the long-term success of the organization and recognize that perseverance, patience and a lot of hard work lies ahead. This commitment is demonstrated through the joint labor-management committee, Steering Committee, and team-based organization. We recognize that communication is the cornerstone of the relationship that we are building. The union officers and management understand that there will be disagreements; and we are committed to maintaining communication and using collaborative methods, such as interest-based problem-solving, to address issues and to resolve our differences. One way of doing this is through the Joint labor-management committee (JLMC). We envision the JLMC as the steward of this Memorandum of Understanding, facilitating its implementation and providing interpretation of its intent when disagreements arise.

The Union and the District share a mutual goal: We want to improve the quality of life in the working environment for all employees and provide superior customer service through an efficient operation. We believe that we can learn from each other through ongoing interaction and by acknowledging successes along the way. With everyone working together we can fulfill this goal, achieve the District's Mission and strategic objectives, and develop a relationship that makes Union Sanitary District a truly excellent place to work.

### **Preamble**

The authorized representatives of Union Sanitary District (herein called "District") and Service Employees International Union Local 1021 (herein called "Union") have heretofore met and conferred in good faith as required by law.

The District and Union have freely exchanged information, opinions, and proposals and each has fully considered presentations made by each other. As a result, the aforesaid have reached the following understanding which, in accordance with Section 3505.1 of the California Government Code, has been presented to the Board of Directors of Union Sanitary District for determination. This Memorandum of Understanding (MOU) shall apply equally to all classified employees of the District represented by the Union and is subject to all existing laws of the State of California applicable to the District, including the Meyers-Milias-Brown Act (Section 3500-3510 of the California Government Code), ordinances, resolutions, and administrative rules of the District, except as expressly provided to the contrary herein.

Service Employees International Union, Local 1021 is the exclusive recognized representative of all classified employees of Union Sanitary District as specified in the Salary Schedule.

The following are the Rules and Regulations as agreed upon between Union Sanitary District and Service Employees International Union Local 1021.

## **SECTION 1 DISTRICT RIGHTS AND RESPONSIBILITIES**

### **1.1 General**

The rights of the District include, but are not limited to, the exclusive right to determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility; manage and control all property, facilities, and operations of the District, including the methods, means, and employees by which the District's operations are to be conducted; determine the size and composition of the workforce; determine the procedures and standards of selection for employment; relieve its employees from duty because of lack of work, funds, or for other legitimate reasons; maintain the efficiency of governmental operations; determine the content of class descriptions; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and technology of performing its work; and take such other and further action as may be necessary to organize and operate the District in the most efficient and economical manner and in the best interest of the public it serves.

### **1.2 Management**

The management rights of the District to promote, demote, reprimand, suspend, discharge, or otherwise discipline employees for cause are subject to the grievance procedure hereinafter provided.

## **SECTION 2 EMPLOYEE RIGHTS**

### **2.1 General**

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

### **2.2 Union Rights**

The District agrees to withhold Union dues from all union members at an amount to be determined by SEIU 1021 and communicated to the District annually, and SEIU 1021 agrees to provide the District, on a quarterly basis (in January, April, June, and September of each year), a certified list of members and a statement that SEIU 1021 has and will maintain written authorizations signed by the individuals from whose salary or wages the union dues deduction are to be made, and a statement that SEIU 1021 shall indemnify the District from any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code §1157.12(a).

The parties agree that SEIU 1021 will furnish a copy of signed authorization forms of new employees during the onboarding process to payroll so that payroll can maintain a proper audit trail.

The parties agree that District shall automatically cease deductions for any employee who is no longer employed in a classification represented by the Union.

SEIU 1021 shall indemnify and hold harmless the District, its officers and employees, from and against any and all loss, damages, costs, expenses, claims, attorney fees, demands, actions, suits, judgments, and other proceedings arising out of any action resulting from this provision.

### **2.3 Hold Harmless**

Service Employees International Union, Local 1021 shall defend, save, indemnify, and hold harmless the District and its officers, agents, and employees from any and all liabilities and claims for damages from any cause whatsoever arising from, connected with, or on account of enforcing Section 2.2 of this agreement on behalf of the Union.

In addition, Service Employees International Union, Local 1021 shall reimburse the District for any and all costs incurred by the District, excluding legal fees, relating to any dispute arising from the Agency Shop provisions.



**2.4 Representatives**

SEIU, Local 1021 may select a reasonable number of employee members of such organization to formally meet and confer at scheduled meetings with District representatives on subjects within the scope of representation, during regular work hours without loss of compensation, subject to the following.

- No employee representative shall leave his/her duty or work station or assignment without specific approval of the employee's coach or manager.
- Such meeting is subject to scheduling by District management in a manner consistent with operating needs and work schedule.

Nothing provided herein, however, shall limit or restrict District management from scheduling such meetings before or after regular duty or work hours under appropriate circumstances.

**SECTION 3 RIGHTS OF RECOGNIZED ORGANIZATIONS**

**3.1 Scope**

Recognized employee organizations have the right to represent their members, and meet and confer in good faith, concerning all matters relating to employee relations, except that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order, nor shall it include any of the District's rights as set forth in Section 1 hereof.

**3.2 Notice**

Except in the case of emergency, each affected recognized employee organization shall be given reasonable notice of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the District's Board of Directors and shall be given the opportunity to meet with said body or representative as designated by the Board prior to adoption.

**SECTION 4 EMPLOYMENT STATUS**

**4.1 Employment Designation**

**4.1(a) Full-Time**

A full-time employee shall be scheduled to work a forty (40) hour workweek within a seven (7) day work period. Full-time employees may work an alternate work schedule. Due to changes in the alternate work schedules, full-time employees may, on occasion, work less than a 40-hour workweek with the approval of their coach or work group manager. All benefits are based on full-time equivalent hours unless specified otherwise.

**4.1(b) Part-Time**

A part-time employee shall be scheduled to work a minimum of twenty (20) hours per week. Part-time employees' benefits (medical, dental, vision, life insurance, and short-term disability) shall be prorated based on their hours worked during the pay period. (All benefits provisions and accumulations provided in the Memorandum of Understanding are based on full-time employment.) Employees working less than thirty (30) hours are not eligible for the long-term disability insurance. All vacation, holiday, HEC, sick and other leaves shall be accrued on a prorated basis.

**4.1(c) Casual**

A casual employee shall be scheduled to work less than twenty (20) hours per week or is scheduled to work on an as-needed basis which does not exceed an average of twenty (20) hours per week in any six (6) month period. Casual employees shall not be eligible for benefits or accrued leaves.

**4.1(d) Temporary**

A temporary employee shall be scheduled to work on a full time or part-time basis for a temporary period which will not exceed six (6) months. Temporary assignments may be

extended beyond a six (6) month period by mutual agreement between the District and the Union. Temporary employees shall not be eligible for benefits or accrued leaves.

**4.1(e) Limited Term**

A limited term employee shall be scheduled to work on a full-time basis for a temporary period which is greater than six (6) months but does not exceed two (2) years. The limited term assignment may be extended up to twelve (12) months by mutual agreement between the District and the Union. Prior to recruiting for the limited term appointment, the District shall outline the scope of work which is to be performed and the expected time frame of the limited term appointment. The limited term employee shall be hired using the process which is provided in Section 20 of the MOU. A limited term employee shall receive the same salary and benefits which are provided to a permanent employee in the same classification. In the event the employee is hired for a permanent position without a break in service from the limited term position, the employee shall receive seniority credit for all purposes for the time served in the limited term position.

A limited term employee will be considered an internal candidate for any recruitment which may occur while the employee is working.

**4.2 Original Date of Hire**

The date the employee begins work for the District.

**4.3 Anniversary**

The date the employee begins work in a particular position. This is subject to change by personnel action such as a promotion or demotion.

**4.4 Years of Service**

For benefits related to years of service:

- For Full-Time Employees and eligible Limited Term Employees, the original date of hire will be used to determine years of service.
- For all other employees, years of service will be determined based on the number of hours while in an active employment status, except for eligibility for step increases, which will be based on Original Date of Hire.

**4.5 Seniority**

Seniority is defined for each employment designation as follows:

- Full-Time Employee – Seniority shall be defined as the employee’s original date of hire with the District.
- Part-Time Employee – Seniority shall be based on the number of hours while in an active employment status.
- Casual Employee – Seniority shall be based on the number of hours while in an active employment status.
- Temporary Employee – Seniority shall be based on the number of hours while in an active employment status provided that the employee does not have a break in service between the employee’s temporary employment and appointment as a regular employee.
- Limited Term Employee – Seniority shall be defined as the employee’s original date of hire with the District, provided that the employee does not have a break in service between the employee’s limited term appointment and their appointment as a regular employee.

Seniority is defined as above except as provided herein.

Employees who move from non-bargaining unit positions to bargaining unit positions after March 1, 2007 will have seniority as follows:

- For the purpose of a layoff, seniority is defined as the employee’s original date of hire with the District.

- For all other purposes under the Memorandum of Understanding, seniority is defined as the employee's original date of hire with the District minus any hours spent in a non-bargaining unit position.

In the event that a non-bargaining unit employee is involuntarily assigned to a bargaining unit position, the Union and the District will meet and confer regarding the impacts of the assignment.

#### **4.6 Probationary Period**

For new employees, the probationary period shall be nine (9) months with three (3) informal check-ins, two (2) prior to six (6) months, and one (1) prior to the end of the eighth (8<sup>th</sup>) month. Additionally, subject to the conditions contained herein, the probationary period may be extended up twelve (12) months by mutual agreement of the District and the Union. New employees will be provided a performance expectation plan and will have a formal evaluation at six (6) and nine (9) months. If the employee is not provided a performance expectation plan and an evaluation does not occur, the probationary period will not be extended. The Union will be provided notice of any probationary period extension.

Each workgroup will assess the probationary period of their new employee at five (5) months. A joint group of two (2) classified, with direct knowledge of position and person and two (2) unclassified members from the workgroup will determine if a six (6) month probationary period is sufficient, or if the full nine (9) months is required. If the group cannot reach consensus then the Workgroup Manager will make the final decision.

The nine (9) month probationary period will be evaluated after three (3) years to determine effectiveness and may be continued or modified as recommended by a Joint Labor-Management Task Force and approved by side letter agreement.

Probationary employees may use any Sick or Holiday of Employee Choice (HEC) hours granted and vacation leave as accrued.

For promoted, transferred or demoted employees, the probationary period shall be six (6) months. The employee will be provided a performance expectation plan upon promotion/demotion.

After an employee is promoted, if the District determines the employee unqualified at the end of the full probationary period, the employee may be returned to the position previously held. Probation will be waived if the employee returning to the previously held position was a permanent employee under that classification.

#### **4.7 Promotion**

A promotion is the result of reassignment of an employee to a position in a class with a higher maximum salary. Since the promoted employee is entering a new position with new duties and responsibilities, the promoted employee embarks on a new probationary period. The promoted employee also is given a new anniversary date which is the effective date of the promotion.

#### **4.8 Transfer**

A transfer is the result of a horizontal reassignment to a new position of the same salary but not necessarily the same classification title except as provided in Attachment B.

#### **4.9 Demotion**

A demotion is the result of a reassignment of an employee to a position in a class with a lower maximum salary. In this action the employee is assigned a new anniversary date and embarks on a new probationary period unless demoted to a class previously held.

When an employee is unable to satisfactorily meet the requirements of his/her work, he/she may be demoted by the District to a lower classification.

When an employee is involuntarily demoted to a lower position not previously held, such demotion will not replace a permanent employee.

The District may also demote or transfer employees due to lack of work.

When an employee is unable to perform his/her work satisfactorily due to a job-connected injury but is able to perform work satisfactorily in a lower classification, the District may assign the employee to work in the lower classification, although it may mean laying off a permanent employee in that lower classification who has less seniority. The decision as to the employee's performance ability will be made by the District.

#### **4.10 Temporary Assignments**

Temporary job assignments of employees not to exceed thirty (30) continuous days will be made when deemed necessary by the District to augment crews due to work load.

Temporary job assignments of employees exceeding thirty (30) continuous days will be made when deemed necessary by the District to replace employees on any leave or for any reason that is temporary in nature.

Employees available for temporary job assignments will be considered on the basis of both abilities to perform work and seniority.

If two employees have equal ability, seniority will govern.

## **SECTION 5 COMPENSATION**

### **5.1 Schedule of Salaries**

The salary plan shall provide five salary steps for all classes of positions in the classified service. Salary step increases shall be earned, shall be subject to satisfactory service, and shall not be considered a right of the employee. After an employee completes twelve (12) months of continuous service in the same position except as provided in Section 5.1 (a) and 5.4 below, the employee may be advanced to the next higher rate of compensation as set forth in the schedule upon recommendation of the coach and approval of the manager (see provisions of this Section below). After the employee has satisfactorily completed twelve (12) additional months of service at that step, he/she may be advanced to the next step upon recommendation of the coach and approval of the manager. After reaching step 5 (upon recommendation of the coach and approval of the manager), the employee shall remain at the same rate provided for at step 5 while he/she continues to serve in the same position, subject to satisfactory service.

**5.1 (a)** The salary of an employee who has been promoted will be set at a step in the new range that is at least five percent (5%) above his/her existing salary, but not greater than Step 5 of the new salary range at the time of promotion.

**5.1 (b)** An employee who is has been promoted within a class series shall be eligible for the next highest salary step in the following manner:

If the employee received an increase of 6% or less upon promotion, the employee shall be eligible for the next salary step increase upon completion of 12 months of continuous service in the new classification.

If the employee received an increase of greater than 6% but no more than 7%, the employee shall be eligible for the next salary step increase upon completion of 15 months of continuous service in the new classification.

If the employee received an increase of greater than 7% but no more than 8%, the employee shall be eligible for the next salary step increase upon completion of 18 months of continuous service in the new classification.

If the employee received an increase of greater than 8% but no more than 9%, the employee shall be eligible for the next salary step increase upon completion of 21 months of continuous service in the new classification.

If the employee received an increase of greater than 9%, the employee shall be eligible for the next salary step increase upon completion of 24 months of continuous service in the new classification.

The employee will be eligible for subsequent step increases, if available, upon completion of each 12 months of continuous service in the new classification.

- 5.1(c) A new salary schedule will be created based on keeping the current step 5 and adjusting all prior steps, so that there is 5% between steps.

Effective June 6, 2013, the new schedule will apply to classifications in which all employees are currently at step 5, new employees and employees who promote into a new classification.

Employees who are currently at steps 1-4 shall remain on the salary schedule in effect prior to June 6, 2013 until they reach step 5 or promote into a different classification.

**5.2 Salary Increases**

- 5.2(a) Salary increases for the term of this MOU will be based upon the Consumer Price Index for All Urban Consumers (CPI-U) on the December to December average. The range for the cost of living adjustments (COLA's) will be 3.25% (Minimum) to 4.5% (Maximum).
- 5.2(b) Salary adjustments will take place each year during the pay period that includes March 1.

**5.3 Equity Adjustments**

- 5.3(a) The following classification will receive a salary equity adjustment to reach the Classified USD Compensation Goal for this contract. The USD Compensation Goal for this contract is defined as the value of half way between the top salary and the average salary as determined by the Salary Survey of Journey-level classifications.

Positions identified as needing an equity adjustment will receive their adjustment upon ratification of the contract.

Classification	Total Adjustment
Collection System Worker 1	4.37%
Collection System Worker 2	4.37%
Lead Collection System Worker	4.37%
Collection Services Trainer	4.37%
Mechanic 1	1.52%
Mechanic 2	1.52%
Planner Scheduler 1	1.52%
Planner Scheduler 2	1.52%
Plant Operator 2	1.56%
Plant Operator 3	3.68%
PO Trainer	3.68%

Janitor, Painter, and Utility Worker shall be attached to the Mechanic 2 salary by the percent difference as of March 2018 Salary Schedule.

**5.4 Cogen Mechanic**

The District and the Union agree to establish a taskforce and continue to meet and confer over compensation for Cogen Mechanics with the following provisions:

- 1. The Taskforce will consist of the following:
  - a. Two (2) FMC mechanics that are trained and/or have worked on the current Cogen engines and the Union President.
  - b. Two (2) management personnel and the HR Manager.

2. The group will review and consider the following:
  - a. The amount of time spent working on the Cogen engines per year.
  - b. Salary survey of comparable positions using the agencies from the 2017 salary survey.
  - c. Frequency of overtime to work on and/or support the Cogen engines.
  - d. Staffing levels.
  - e. Qualifications.
  - f. Knowledge, skills, and Abilities (KSA's).
  - g. Working conditions.
  - h. Frequency of hours spent outside normal working hours.
3. The intent is that a mutually agreeable solution will be based upon the above topics, but not be limited to the above, if appropriate.
4. The taskforce will develop options and come to a mutually agreeable solution.
5. In the interim, FMC Mechanics will be paid \$4.00 per hour while performing the work on the Cogen engines. This \$4.00 per hour while performing work shall remain in place until a side letter is approved by Union Membership and the Board of Directors.

#### **5.5 Innovation and Goals Program**

- 5.5(a)** The District will allocate \$35,000 per fiscal year to fund the Innovation and Goals program.
- 5.5(b)** A joint labor-management task force will be formed to create rules for the Innovation and Goals Program. The program will be made consistent with the guidelines provided by the Negotiating Team.
- The Task Force will complete and provide its recommendation(s) to the JLMC. The JLMC will approve any modification to the Innovation and Goals Program.
- 5.5(c)** The program will be evaluated to determine cost effectiveness and may be modified as recommended by a Joint Labor-Management Task Force and approved by the JLMC.

#### **5.6 Plant Operator Salary Progression**

- 5.6(a)** In addition to the annual service-based salary increases, Plant Operator III Trainees shall be eligible for the following salary progression:
1. Increase of one (1) step for passing the Grade II Wastewater Treatment Plant Operator exam given by the State Water Resources Control Board.
  2. Progression to the Plant Operator II salary schedule, at the appropriate step providing a five percent (5%) increase, for obtaining a Grade II license and meeting the Plant Operator II competency standards.
  3. Increase of one (1) step for passing the SWRCB Grade III exam.
  4. Promotion to Plant Operator III, at the appropriate step that gives an employee a five percent (5%) increase, for obtaining the Grade III license and passing the Plant Operator III competency standards.
- 5.6(b)** A step increase of one step (up to Step 5) will be provided to a Plant Operator II when he/she passes the Grade III operator licensing exam.
- 5.6(c)** Plant Operator Trainees are exempted from section 5.1(b).

#### **5.7 Salary on Transfer**

The salary will be set at the same step in the range of the new classification as occupied in the previous position.

#### **5.8 Salary on Demotion**

When an employee demotes to a position from which he/she was previously promoted, he/she will be paid at the rate of the step held in the lower classification at the time of the promotion. This section does not apply to disciplinary action.

When an employee is involuntarily demoted to a position in a lower classification which the employee did not previously hold, the employee will be placed at no less than the same step in the lower classification which the employee held in the classification from which he/she is demoted.

**5.9 Temporary/Special Assignment Pay**

In the event any classified employee 1) is temporarily assigned to and performs duties in a classification higher than his/her own or 2) performs work that requires higher-level knowledge, skills and ability than their current classification requires and may be temporary or long term, the District will pay the employee in the following manner:

**5.9(a)** The employee will be paid five percent (5%) above the employee’s normal hourly rate or one dollar (\$1.00), whichever is greater, but in no case greater than Step 5 of the higher-paid classification, for each hour performing the higher-level work. Qualified back up CS Lead Workers and Planner/Scheduler employees shall be paid ten percent (10%) above the employee’s normal hourly rate when performing the work, but in no case greater than Step 5 of the higher-paid position or vacancy currently being filled.

**5.9(b)** After 60 consecutive calendar days in which the employee works all his/her normally assigned work hours in the same assignment, the employee will be paid at the rate the employee would receive had he/she been promoted to the higher-level classification according to MOU Section 5.1(a), for the duration of the assignment.

Any assignments exceeding 60 consecutive calendar days will be reviewed at the JLMC. For unclassified positions, the first step of the higher class is defined as eighty percent (80%) of the most current Market Survey Average (MSA) for the classification.

**5.9(c)** In the event an employee performs work which requires certification by an agency outside the District and such work is not required of all employees in the same classification, the employee shall be paid consistent with Section 5.7(a).

Additionally, the employee will be paid consistent with the following schedule for initial certification and recertification. Changes and additions to the schedule will be approved by the JLMC.

Certificate	Initial Certification	Renewal	
Underground storage tanks	\$300	\$300 (every 2 years)	
Crane Operator*	\$600	\$600 (every 5 years)	+ \$4.00/hr while operating the crane, in lieu of 5.8(a)
Backflow/Cross Connection Prevention	\$400	\$400 (every 3 years)	
Qualified Applicator**	\$250	\$100 (every 2 years)	
NASSCO ***	\$225	\$225 (every 3 years)	

\* Certified crane operators will receive \$4.00/hour when operating the crane, which includes lifting a load, planning out the lift of a load, rigging the load, setting up the crane for a lift, conducting the pre-trip inspection of the truck, training others/in training, inspecting the truck or performing preventive maintenance, driving to and from job site where the lift will be performed, and stowing truck. If multiple crane operators are on-site and working together to perform the task, then all operators will be paid.

When the truck is on the job site but isn’t being used or when the truck is being driven to the repair shop, the employee is not eligible for the \$4.00/hour premium pay.

\*\*Certified qualified pesticide applicators shall be paid consistent with Section 5.7(a) when performing work, which includes mixing/loading/transporting chemical, applying pesticide, cleaning up, being trained to maintain license, training others, preparing equipment, stowing

truck, keeping records, and storing chemical. If two qualified pesticide applicators are on-site and working together to perform the task, then both will be paid.

When the qualified pesticide applicators are in meetings that are not related to pesticide application, and when they are doing other work that are not related to the pesticide application, they are not eligible for the premium pay.

\*\*\*In addition to the lump sum payment for the initial certificate and the renewal of the certificate for NASSCO, the District agrees to the following:

- Management reserves the right to determine the appropriate number of employees to receive NASSCO training and receive reimbursement for obtaining and maintaining the NASSCO certificate.
- Management will ensure that all employees who are in the Acting Lead Collection System Worker pool will have the opportunity to receive NASSCO training.
- The District will provide all bargaining unit employees who have a NASSCO Certificate as of April 1, 2014, a lump sum payment of \$225

#### **5.10 Team Coordinator Pay**

**5.10(a)** Effective the pay period that includes July 1, 2013; Team Coordinator pay will be \$1,000 per year above the employee's regular annual salary, pro-rated and paid each pay period.

**5.10(b)** In the event that a Team Coordinator is absent for more than 30 days, the TC's responsibilities will be reassigned to another member of the team who will act as back-up TC and receive TC pay while performing TC duties.

**5.10(c)** At the beginning of the next pay period following return of the TC and resumption of TC duties, the back-up TC will cease receiving TC pay and the original TC will resume receiving TC pay.

#### **5.11 Operations Coordinator and Back-up Operations Coordinator Pay**

An employee who is assigned the role of Operations Coordinator (OC) shall be paid an additional 5% above the employee's regular salary while performing OC duties.

If the Operations Coordinator is unable to perform the OC duties, the OC pay will be discontinued at the end of the last shift worked unless the OC works only a partial shift and it is necessary for the Back-up Operations Coordinator to assume the duties of the Operations Coordinator for the remainder of the shift.

The Back-up Operations Coordinator will receive OC pay at the time he or she assumes the role of the Operations Coordinator commencing the next tenth of an hour. OC pay for the Back-up Operations Coordinator will be discontinued at the start of the shift following the regular Operations Coordinator's return to work. The Operations Coordinator will resume receiving OC pay at the start of the shift following his/her return to work.

#### **5.12 Early Step Increase**

**5.12(a)** Upon recommendation of the coach and approval of the manager, employees new to the District and employees who are promoted or transferred may be advanced to the next step in the salary schedule after six (6) months of service in their new classification, if they have demonstrated above average to outstanding performance. If the employee is advanced to Step 2, 3, or 4, the evaluation date will change to reflect the date of the early step increase and will continue to be done annually on that date. If the employee is advanced to Step 5, the evaluation date will remain the same as the date of the promotion or transfer. This section supersedes 5.1(b) regarding evaluation dates.

#### **5.13 Shift Differential**

Whenever the District requires work to be performed during the swing and graveyard shifts as stated below, the following will apply.



- 5.13(a)** Employees working a swing shift will be paid a shift differential of 5% of employee's hourly salary.
- 5.13(b)**
1. Employees working a night/graveyard shift will be paid a shift differential of 7% of employee's hourly salary.
  2. Beginning March 1, 2007, Plant Operators assigned to night/graveyard shift will receive a salary differential of 12%.
- 5.13(c)** If an Operator is assigned as a single person on shift, the Operator will be paid an additional 2.5% differential for swing shift (total differential of 7.5%) and an additional 3.5% differential for night/graveyard shift (total differential of 15.5%) for all hours worked alone.
- 5.13(d)** Employees regularly assigned to a shift shall be paid shift differential while on vacation or jury duty.
- 5.13(e)** In the event a day shift employee is scheduled to start work prior to the employee's normal start time, the following conditions apply.
1. If the start time is less than 3 hours prior to the employee's normal start time, the employee is not eligible for graveyard differential.
  2. If the start time is 3 hours or more prior to the employee's normal start time, the employee will be paid graveyard differential in the following manner:
    - a. If 5 or more of the hours occur prior to the employee's normal start time, the employee will be paid graveyard differential for all hours worked.
    - b. If less than 5 hours occur prior to the employee's normal start time, the employee will be paid graveyard differential for those hours prior to the normal start time.

**5.14 Paycheck Distribution**

- 5.14(a)** District paystubs (sent electronically) and District paychecks (in individual envelopes) will be made available to current, resigning and retiring employees no later than Friday following the close of the pay period, or the 2<sup>nd</sup> Friday following the close of the pay period for employees whose shift ends on Wednesday.
- 5.14(b)** Employees who are terminated will receive a paycheck at the end of their last day.
- 5.14(c)** Direct Deposit of paychecks is available.
- 5.14(d)** Vacation Paychecks will be made available to employees prior to their leaving on vacation, subject to the following:
- The employee requests a vacation check by submitting a written request to payroll at least two (2) weeks prior to commencing said vacation.
  - These paychecks will be available only if the vacation extends beyond the pay periods and the employee is on paid leave on normal paydays.

**SECTION 6 HOURS OF WORK**

**6.1 Hours**

- 6.1(a)** A full-time employee shall be scheduled to work a forty (40) hour workweek within a seven (7) day work period. Full-time employees may work an alternate work schedule.
- 6.1(b)** All part-time and casual employees will be required to work the schedule of hours as assigned.

- 6.1(c) Full-time and part-time employees who work more than five and one-half (5 ½) hours in a workday will have a designated one-half hour unpaid meal period.
- 6.1(d) Individual employees may vary their starting and ending times with management approval and as long as sufficient coverage is provided during the hours that the District is open to the public.
- 6.1(e) Additionally, employees may be required to adjust their hours on occasion to meet contractor/project work-hour needs. Employees are expected, if necessary, to adjust daily work hours to provide needed coverage in the absence of another employee in their work group.

## 6.2 Shifts Defined

A day shift is any full day between 6:00 a.m. and 6:00 p.m. as designated by management. A swing shift is any full day between 3:00 p.m. and 12:30 a.m., as designated by management. A graveyard shift is any full day between 11:00 p.m. and 8:30 a.m., as designated by management. A night shift is any full day between 6:00 p.m. and 6:00 a.m., as designated by management.

## 6.3 Alternate Work Hour Schedules

- 6.3(a) Alternate work schedules are defined as daily or weekly schedules which are different from the standard eight (8) hour work-day or five (5) day work-week.
- 6.3(b) Alternate Work Hour Schedules may be developed by teams through a joint problem-solving process which includes both management and affected employee representatives.
- 6.3(c) The proposed alternate schedules will address the following areas: safety, productivity, minimal staffing, adequate supervision, customer input and a description of how the work will get done, including staffing for holidays, vacations, sick leave, and overtime. (Teams should use the template provided to submit schedule.)
- 6.3(d) Schedules must comply with the Fair Labor Standards Act (FLSA).
- 6.3(e) Management and the Teams will agree on Performance Measures and/or Service Levels including unscheduled leave usage and overtime. Alternate schedules shall not increase the use of overtime or sick leave. The Team will include how agreements will be met in their submittals. Service Level Agreements between affected teams must be in place prior to development of an alternate schedule.

Alternate schedules which are developed by the team will be reviewed by the Executive Team prior to the trial period. In the event that the joint group cannot agree upon an alternate schedule, the decision to work an alternate schedule will be made by management.

- 6.3(f) Any new schedules will be done a trial basis. Criteria will be developed which will be used to evaluate the schedule at the end of the trial period.
- 6.3(g) Management will notify the Team when service levels and/or Service Level Agreements are not being met. Notification must include what service levels and/or Service Level Agreements are not being met and the timeframe in which the team must respond. Examples of service levels and/or Service Level Agreements not being met are an increase in leave usage, incomplete work assignments, customer complaints, or jobsite safety violations. Examples of response times required to correct deficiencies and/or meet the service levels and/or Service Level Agreements can vary from one work-day for safety and customer complaints, up to six (6) work-days to develop an action plan which addresses leave usage, staff coverage, and Service Level Agreements.
- 6.3(h) If the Team does not address management's concerns within six (6) work-days, the team will revert to an 8-hr schedule or another mutually agreeable work schedule.

6.3(i) Teams will be required to do an annual review of their Alternate Work Schedules until the schedule has been in place for a period of two (2) years. After two (2) years on an alternate schedule during which the service level agreements, performance expectations and other criteria have been met, the schedule will not require annual review and will only be addressed if service levels and/or Service Level agreements and/or performance standards are not being met.

6.3(j) Overtime will be assigned as necessary to meet District needs. Assigned work on the employee's alternate work-day off will be compensated as overtime.

#### 6.4 Scheduling and Shift Assignment

6.4(a) Management holds the right to determine minimum daily workforce requirements, which includes qualification/skills and staffing components. Teams may participate in the discussions regarding the determination of minimum daily workforce requirements.

6.4(b) Decisions about how to meet daily workforce requirements will be made by the teams. This includes vacation, holidays, other reasons away from work (e.g., conference and meetings), overtime (who gets it) and shift assignments.

6.4(c) The procedure(s) for deciding overtime, shift assignments and coverage, which includes vacation, holiday, and other reasons away from work, will be determined by the team in accordance with each team's decision-making process.

- The team's procedure must ensure that the District's operational needs are met.
- The team's decision will not be modified more often than once a year.
- The team may incorporate seniority into the procedure.

Management will ensure that the procedure agreed to by the team is followed.

6.4(d) If a team cannot agree on a procedure for shift assignments and overtime selections, seniority will be used to determine the necessary selections.

6.4(e) If a team cannot agree on a procedure for deciding vacation, holiday, and other reasons away from work, the following procedure will be utilized:

- Selection will be made by District seniority.
- To qualify, selections must be made by November 30th of each year, for the following calendar year.
- All selections other than those approved through the procedure outlined above shall be approved, when operational needs permit, on a first-come basis.

#### 6.5 Scheduled Work After Regular Hours

This section applies to scheduled work and does not apply to emergencies or disaster response, which is covered by other sections of this MOU.

##### 6.5(a) Work Hour Restrictions

1. An employee may work greater than 16 hours when approved by District management. Employee must notify District management as soon as possible but no later than 2 hours before reaching the 16-hour mark.
2. Commercial drivers assigned driving duties shall not be scheduled to operate a commercial vehicle more than 12 hours and may not operate a commercial vehicle more than 16 hours.
3. An employee must be given a minimum 9-hour rest period between shifts. This provision excludes TPO Operators which require an 8-hour minimum rest period.

##### 6.5(b) Work Hours and Compensation for Change in Shift

1. For the purpose of this section, a shift change shall be defined as a scheduled change from the employee's normal shift to a shift which starts 4 or more hours before their normal start time.
2. When an employee is required to make a shift change to conduct scheduled work on a graveyard shift, the employee will earn two and one-half (2.5) hours of vacation for each scheduled event in which the employee participates. Events may be a single day or multiple days. If the scheduled event is cancelled before the employee reports to work, the employee will not receive the vacation credit.
3. If an employee receives less than 48 hours' notice for the scheduled work requiring a shift change, the employee will receive an additional 3 hours of compensation at their normal rate of pay.
4. If an employee leaves his day shift early for the rest period prior to the night shift work and has worked less than his/her normal shift hours, the District will allow the employee to use Administrative Leave to complete his/her shift for that day.
5. If the night shift work is completed before the employee completes his/her normal scheduled number of work hours, the District will make additional work available for the employee so that he/she may work a full shift. If the employee chooses to go home early, he/she will be required to use vacation, HEC, or AWIP leave to complete a full shift.
6. Employees will receive shift differential in addition to the above.

#### **6.6 Rest Periods – Unscheduled Work**

When an employee is called back to work and completes the unscheduled work within 7 hours of his/her scheduled shift, the employee will be provided with a 9-hour rest period before their next work assignment. Before leaving work, the employee will notify their Coach that they are taking a rest period. Before returning to work, the employee will contact their Coach.

If there are at least 3 hours remaining in their regular shift, the employees will work the remainder of the shift and the balance of hours will be made up by Paid Administrative Leave. If the employee requests not to return to work, and the Coach agrees, the employee may utilize discretionary leave for the remaining hours in their regular shift.

If there are less than 3 hours remaining in their regular shift, the employee will not return to work. The coach may reassign the remaining hours to be worked on another day(s) during the same work week or the employee may use discretionary leave for the remaining hours, if the Coach agrees. The balance of the hours will be Paid Administrative Leave. If additional hours or assignments are not available, the Coach may elect to pay all of the remaining hours with Paid Administrative Leave.

In the event that the employee is called back to work within two (2) hours of the start of the employee's normally scheduled shift, the employee shall remain at work and complete the shift and the employee shall not be eligible for a rest period.

#### **6.7 Plant Operator Shift Reassignment**

- 6.7(a) In making reassignments from one shift to another, assignments shall be made on the basis of seniority and skills. If employees have relatively equal skills, seniority will govern.
- 6.7(b) Employees shall be given at least one (1) week notice of reassignment, whenever possible.
- 6.7(c) The provisions of this section shall be implemented only should there be a vacant permanent position on a shift, at which time this section shall control said assignment procedure. This provision shall not limit the District's rights to reassign said employees on a temporary basis or for training purposes.

**6.8 Construction Inspectors Weekend Hours**

Construction Inspectors scheduled for weekend duty shall be scheduled for a minimum of three (3) hours.

**6.9 Cleanup Time**

Employees who, in the course of their job assignment, perform work which necessitates cleanup will be allowed ten (10) minutes cleanup time prior to the end of that shift.

**6.10 Rest Periods**

Rest periods shall be for a period of fifteen (15) minutes during the work period before the meal period and for a fifteen (15) minute period during the work period after the meal period provided, however, rest periods are not scheduled during the first or last hour and one-half (1-1/2) of such periods of work. These hours may be changed at the discretion of management. Employees will not be permitted to leave the location of their work for the purpose of these rest periods.

In the event that overtime following the close of shift is determined by management to involve one (1) or more hours, a fifteen (15) minute rest period will be granted prior to the start of said overtime. A fifteen (15) minute rest period will be granted for each two (2) hours of overtime worked.

**6.11 Vehicle Use During Lunch**

Employees on jobs in the field who desire to purchase food or non-alcoholic beverages will be permitted to use a District vehicle, if available, for that purpose during their lunch period.

Due to the nature of work at the wastewater treatment plant, employees in the operating groups are provided with uniforms that frequently become soiled in the course of performing their jobs. Such employees may use one District vehicle to make a single trip for the purpose of purchasing lunch. The use of more than one District vehicle during the lunch period for such purpose will result in the loss of this privilege. All other employees who wish to purchase food off-site during the lunch period are expected to use their own vehicles to do so.

**SECTION 7 OVERTIME**

**7.1 Overtime**

**7.1(a)** Work performed in excess of forty (40) hours in the workweek; and work performed in excess of eight (8) consecutive hours in one (1) day or work performed in excess of the employee's normal scheduled day, whichever is greater (exclusive of the meal period and alternate work schedules), shall constitute overtime. All hours in paid status shall constitute hours worked for the purpose of calculating overtime. The overtime rate will be one and one-half (1.5) times the straight-time regular rate from the end of your scheduled shift and the 16-hour mark. Any work in excess of 16 hours is paid at a rate of two (2) times the straight time regular rate.

**7.1(b)** Overtime will be performed by the employee regularly assigned to the work involved. Crews will be augmented, when deemed necessary by management, to include other employees qualified to perform the work involved.

**7.1(c)** Whenever possible, the District will endeavor to provide employees with an equal opportunity for overtime work. Teams may develop agreements consistent with this provision.

**7.2 Flex Time**

**7.2(a)** Flex Time is eliminated to ensure compliance with labor law. All employees will receive an additional 10 hours to their Holiday of Employee's Choice (HEC) bank due to the elimination of Flex Time. Upon contract adoption, the employee's Flex leave will be converted to vacation leave. If vacation balance is at the maximum limit, the Flex hours will be cashed out.

**7.3 Payment of Overtime**

Payment of overtime will be made at the end of the pay period following the pay period in which the work was performed.

#### **7.4 Holiday Overtime**

Any work performed on a holiday as specified in this MOU shall be paid at the rate of time and one-half (1.5) the regular rate of pay, plus holiday pay.

A rotating schedule employee who performs work on a holiday as outlined in Section 8.2(a) shall be compensated at the rate of one and one-half (1.5) for all hours worked. Additionally, the employee shall receive eight (8) hours of holiday pay. Employees who work Thanksgiving, Christmas and New Year's Day may convert up to twelve (12) hours at the straight time rate to time off subject to the HEC rules.

#### **7.5 Call-Back Pay**

If an employee who has completed his/her normal shift for the day is called back to work after the end of shift, the employee shall, upon reporting for a scheduled call back and upon notification for an unscheduled call back, receive a minimum of two (2) hours' work at the overtime rate (time and one-half) or, if two (2) hours' work is not furnished, a minimum of two (2) hours' pay at the overtime rate. Employees called back to work on a holiday shall receive a minimum of three (3) hours' pay at the overtime rate. This provision does not apply to instances in which the employee is scheduled to report before the employee's regular starting time and is held at the work site from the time the employee reports until the end of the employee's normal shift.

#### **7.6 On-Call Duty**

##### **7.6(a) Compensation**

Workers assigned on-call duty will receive additional pay, at Step 5 of the employee's classification, of one and one-half hours per weeknight (3:30 p.m. to 7 a.m.), two and one-half hours per Saturday (7:00 a.m. Saturday to 7:00 a.m. Sunday), and three hours per Sunday and holiday (7:00 a.m. to 7:00 a.m. the following day) except for Plant Operators as provided in 7.6(d) below.

##### **7.6(b) Collection System Workers**

1. On-call duty will be assigned to all eligible and qualified Collection System Workers on an equal opportunity basis by the Collection Services management.
2. All Collection System Workers will be required to take on-call duty. When assigned on-call duty, if it is not feasible for the employee to take calls, for whatever reason, it is the employee's responsibility to find another qualified employee to take his/her on-call duty. Specific procedures are contained in the Collection Services On-Call Policy and Procedure.
3. If the assigned employee misses an assignment by reason of absence from work, assignment from other Collection System Workers will be made at the discretion of management. Collection System Workers assigned to on-call duty will be issued a beeper during the week they are assigned. Weeknight on-call begins each day after shift ends and weekend on-call (Saturday, Sunday, or holiday) is from 7:00 a.m. to 7 a.m.

##### **7.6(c) Mechanics and Instrument Technicians/Electricians**

1. On-call duty will be assigned to all eligible and qualified Mechanics and Instrument Technicians/Electricians, as outlined in USD Policy #6940. Separate lists will be established for Instrument Technicians/Electricians and Mechanics. One (1) Mechanic and one (1) Instrument Technician/Electrician will be scheduled for each on-call period. Management, consistent with Team agreements, will assign on-call duty. On-call duty will be assigned only during hours when employees are not regularly scheduled to work. An employee who is off work due to vacation, sick leave or other time off will not be assigned on-call duty on their day off.

2. In the event an employee on-call is called out and resolves the call out by telephone, the employee shall be compensated for a minimum of thirty (30) minutes or actual time worked at the overtime rate (time and one-half).
3. When the employee exceeds the minimum call out, the employee will be compensated at the rate of time and one half (1.5) for all hours worked.
4. Mechanics and Instrument Technicians/Electricians responding to call out may respond directly to the site in their own vehicle or may respond to the plant, get a District vehicle and drive to the site of the problem.
5. In the event that an employee has an accident when responding to a remote site in his/her own vehicle and it is determined that the employee was not at fault, the District will reimburse the employee for the cost of the employee's deductible, up to \$1000.
6. In the event that the number of Instrument Technicians/Electricians (ITEs) available for on-call duty is projected to drop below 4, for a period exceeding 4 weeks, the following procedure shall be followed.

A group of management and union employees, to be named by the JLMC, will meet to review implementing one or more of the following options:

- 1) Eligible ITEs that are on call for two weeks or more within two pay periods will receive one (1) hour of vacation credit per day of on-call for the second week. Eligible ITEs may split an on-call week.
- 2) Utilize a probationary employee in the rotation, if the employee is technically capable (determined by management), and utilize the Coach having electrical/instrumentation background (qualified Coach) as a back-up to respond to the call out.
- 3) Train and utilize a current USD employee with electrical background to be on-call with the qualified Coach as a back-up.
- 4) Hire a journey level electrician from outside the District to serve as a limited term employee, who would be trained in District specific equipment and work at USD and be on-call. Qualified Coach would be the back-up.
- 5) Include the qualified Coach in the rotation for on-call.
- 6) Train a current USD employee to troubleshoot specific equipment that may lead to frequent call-outs.

Selection of an option will be based on consideration of the following:

- Availability of eligible staff
- Anticipated duration of period with less than 4 staff available for on-call duty
- Workload during the period
- Vacation schedules

If the group is unable to agree on an option, Option 1 will be used.

#### **7.6(d) Plant Operators**

1. On-call duty will be assigned to all eligible and qualified Operator III's on an equal basis by the Treatment and Disposal Services management staff. On-call duty will be assigned during those shifts where only one (1) employee with a Grade III certificate is scheduled on duty.
2. Operators who are scheduled to work the twelve (12) hour shift are given the option to be assigned to carry a pager, or provide two (2) numbers they can be immediately reached at under the mandatory on-call system will receive additional pay at the Operator III classified range Step 5, of two (2) hours per on-call shift on Monday through Friday and three (3) hours per on-call shift on Saturday, Sunday and holidays.

3. Operators who are scheduled to work a shift other than twelve (12) hours and are assigned to carry a pager, or have provided two (2) phone numbers they can be reached immediately at under the mandatory on-call system will receive additional pay at the Operator III classified range Step 5, of one and one half (1.5) hours per standby shift on Monday through Friday, two and one-half (2.5) hours per on-call shift on Saturday and three (3) hours per on-call shift on Sunday and holidays.
4. All Operator III's are required to take on-call. On-call duty will initially be assigned on a quarterly basis at the same time that vacation is assigned, and as needed thereafter. When assigned on-call duty, if it is not feasible for the Operator III to take the calls, for whatever reason, it's the employee's responsibility to find another qualified Operator III to take his/her on-call duty. Specific procedures are contained in the Treatment and Disposal Workgroup On-Call Assignment Procedure.
5. Operator III's who are assigned on-call duty and are required to report to work will receive overtime pay at the rate of time and one-half (1.5) if any of the following conditions are met:
  - 1) The Operator III works more than 40 hours in the designated workweek;
  - 2) The Operator III is required to work 3 consecutive on-call shifts in a row; or
  - 3) The Operator III would not receive 8 hours off between the on-call shift and his/her normal work shift.
6. Any Operator III who is assigned to on-call duty and is required to report to work will receive a minimum of 8 hours off/rest at the completion of the call-back shift.
7. Any Operator III who is required to work five (5) consecutive twelve (12) hour shifts within a period of five (5) calendar days may request a schedule change that provides for time off for the period of twenty-four (24) hours after the completion of the five (5) consecutive shifts. The Operator shall provide the Treatment and Disposal Coach notice at the start of the fifth consecutive shift or twenty-four (24) hours' notice, whichever is longer, of their desire for time off. The Treatment and Disposal Coach shall provide the requested time off and may approve an additional time up to forty-eight (48) hours if operational needs permit.

#### **7.7 Meal Allowance**

Effective June 6, 2013 the meal allowance paid by the District is \$10.00. Effective January 1, 2015 the meal allowance paid by the District will be \$12.00. Employees will be eligible for a meal allowance after completion of the first two (2) hours of overtime worked immediately prior to or after the scheduled shift of the employee. Employees will be eligible for the meal allowance for each subsequent continuous four (4) hours of overtime worked after completion of the first two (2) hours of overtime described above.

All scheduled overtime shifts on the employee's day off will be based on eight (8) hour days. An employee will be eligible for a meal allowance after completion of the first two (2) hours of overtime prior to or after the scheduled eight (8) hour overtime shift.

Employees called out on unscheduled overtime will be eligible for a meal allowance after completion of four (4) hours of overtime worked and for each subsequent continuous four (4) hours thereafter.

#### **7.8 Mileage Allowance**

Employees who use their own vehicle in the conduct of approved District business shall be reimbursed per mile at the current IRS mileage rate. Also, those employees who are called back to work not in conjunction with their assigned shift, shall be reimbursed per mile at the current IRS mileage rate.

### **SECTION 8 HOLIDAYS**

#### **8.1 Holidays for Monday through Friday Schedule**

##### **8.1(a) Schedule**



The following holidays are allowed for all employees working a Monday-Friday schedule, with pay. If a holiday falls on a Saturday, the previous Friday will be the observed holiday. If a holiday falls on a Sunday, the following Monday will be the observed holiday. When the Christmas and New Year's holidays fall on Friday and Saturday, Thursday and Friday will be the observed holidays. When Christmas and New Year's holidays fall on Sunday and Monday, Monday and Tuesday will be the observed holidays.

Holiday	2018/19	2019/20	2020/21	2021/22
Independence Day		07/04/19	07/03/20	07/05/21
Labor Day		09/02/19	09/07/20	09/06/21
Thanksgiving Day		11/28/19	11/26/20	11/25/21
Day After Thanksgiving		11/29/19	11/27/20	11/26/21
Christmas Eve		12/24/19	12/24/20	12/23/21
Christmas Day		12/25/19	12/25/20	12/24/21
New Year's Eve		12/31/19	12/31/20	12/30/21
New Year's Day		01/01/20	01/01/21	12/31/21
M.L. King's Birthday		01/20/20	01/18/21	01/17/22
Presidents' Day		02/17/20	02/15/21	02/21/22
Memorial Day	05/27/19	05/25/20	05/31/21	05/30/22

**8.1(b) Holiday of Employee's Choice (HEC)**

In addition to the above holidays, each employee covered by this section shall be entitled to 26 hours of Holiday of Employee's Choice (HEC), per fiscal year, scheduling of HEC is subject to the approval of management. HEC must be taken during the fiscal year and may not be carried over from one fiscal year to the next. The employee's unused HEC will be transferred to the employee's Catastrophic Leave Bank.

Time off for urgent personal business may be deducted from accrued vacation leave or Holiday of Employee's Choice. See Section 9.3 on Urgent Personal Business.

Due to the elimination of Flex Time, employees received an additional 10 hours of HEC, increasing the previous allotment from 16 hours to 26 hours per fiscal year.

**8.2 Holidays for Rotating Schedule**

**8.2(a) Schedule**

The following holidays are recognized for all employees working a rotating day-off schedule. For the purpose of this section, the dates selected to observe holidays reflect the actual date of national observance.

Holiday	2018/19	2019/20	2020/21	2021/22
Independence Day		07/04/19	07/03/20	07/05/21
Labor Day		09/02/19	09/07/20	09/06/21
Thanksgiving Day		11/28/19	11/26/20	11/25/21
Day after Thanksgiving		11/29/19	11/27/20	11/26/21
Christmas Day		12/25/19	12/25/20	12/24/21
New Year's Day		01/01/20	01/01/21	12/31/21
Memorial Day	05/27/19	05/25/20	05/31/21	05/30/22

**8.2(b) Holiday of Employee's Choice (HEC)**

In addition to the above holidays, each employee covered by this section shall be entitled to 58 hours of Holiday of Employee's Choice (HEC) per fiscal year, scheduling of HEC is subject to the approval of management.

Employees will schedule at least 40 hours of HEC by December 31 and all remaining HEC by March 31. "Scheduled" does not mean "taken" by said date.

At the end of the fiscal year an employee may be entitled to receive reimbursement for up to thirty-two (32) hours of HEC at one and one-half times the regular rate of pay provided that

the employee was unable to take the HEC as time off. A maximum of 16 hours of any remaining HEC will be transferred to the employee's Catastrophic Leave Bank. See Holiday of Employee's Choice Policy and Procedure #5650.

Time off for urgent personal business may be deducted from accrued vacation leave or Holiday of Employee's Choice. See Section 9.3 on Urgent Personal Business.

Due to the elimination of Flex Time, employees received an additional 10 hours of HEC, increasing previous allotment from 48 hours to 58 hours per fiscal year.

## **SECTION 9 VACATION LEAVE**

### **9.1 Vacation**

Vacation leave will be accrued per pay period by all full-time employees at the following rates.

Years of Service	Hours Per Pay Period	Days Per Year
Date of Hire to End of Year 3	3.0800	10
Beginning of Year 4 to Year 9	4.6160	15
Beginning of Year 10	4.9280	16
Beginning of Year 11	5.2320	17
Beginning of Year 12	5.5440	18
Beginning of Year 13	5.8480	19
Beginning of Year 14	6.1600	20
Beginning of Year 15	6.4660	21
Beginning of Year 16	6.7680	22
Beginning of Year 17	7.0800	23
Beginning of Year 18	7.3840	24
Beginning of Year 19 and on	7.6960	25

### **9.2 Urgent Personal Business**

Time off for urgent personal business, when approved by management, will be deducted from accrued vacation leave or Holiday of Employee's Choice, at the employee's option, in a minimum of one (1) hour increments.

### **9.3 Carry-Over**

Vacation leave will be permitted to be carried over from one year to the next, with the maximum vacation leave accruable equal to the employee's current yearly rate plus fifteen (15) days.

### **9.4 Additional Carry-Over**

Notwithstanding the provisions above, employees may submit a request for additional carry-over. The General Manager or his/her designee will consider these requests and render a decision thereon within ten (10) working days. The decision of the General Manager will be final.

### **9.5 Vacation Sell-Back**

Employees accruing vacation at a rate of fifteen (15) or more days per year may sell back to the District a maximum of forty (40) hours of accrued vacation (using whole hour increments only) per fiscal year. Reimbursement shall be made by multiplying the employee's current hourly rate times the number of hours to be sold.

## **SECTION 10 SICK LEAVE**

### **10.1 Accrual**

**10.1(a)** Sick leave will be allocated in a lump sum at the beginning of the fiscal year. For employees hired after July 1, sick leave will be prorated based on the employee's date of hire.

**10.1(b)** The annual ninety-six (96) hours of sick leave will be divided into two portions: sixty-four (64) hours will be placed in the employee's sick leave account and thirty-two (32) hours will be placed in the employee's Catastrophic Leave Bank.

**10.1(c)** A Catastrophic Leave Bank will be created for each employee. The leave hours that accumulate in this account may be exchanged for additional service credit upon retirement with PERS.

## **10.2 Use of Sick Leave**

**10.2(a)** Employees can use up to sixty-four (64) hours of sick leave annually for their own sick leave needs or for the sick leave needs of their immediate family. These sixty-four (64) hours will be the first sixty-four (64) hours of sick leave used each year except as provided herein. When an employee has thirty-six (36) or fewer hours in his/her sick leave bank and the employee has time off due to a Family Medical Leave Act (FMLA) / California Family Rights Act (CFRA) qualifying event due to his/her own illness or the illness of a family member, the employee may use Catastrophic Leave and retain any remaining sick leave in his/her sick leave bank. Sick leave taken in excess of sixty-four (64) hours that does not meet the criteria for Catastrophic Leave will be deducted from the employee's earned leave balances (vacation or HEC) or will be without pay at the discretion of the employee. Sick leave without pay in excess of thirty-two (32) hours annually is subject to Section 16.

**10.2(b)** Whenever possible, employees should schedule routine appointments outside of normal working hours.

## **10.3 Use of Catastrophic Leave for Employee Illness/Injury**

Use of Catastrophic Leave for Employee Illness/Injury is subject to the following requirements:

**10.3(a)** Must be for an employee's serious health condition which qualifies under the FMLA/CFRA. A physician must complete the FMLA/CFRA paperwork and excuse the employee from work.

**10.3(b)** If an employee has greater than five hundred (500) hours in their Catastrophic Leave Bank and has an acute injury or illness for which the employee has verification by a licensed medical professional that the injury or illness required constant documented medical supervision, but the employee cannot obtain FMLA/CFRA authorization, the employee will be permitted to use Catastrophic Leave. Catastrophic Leave Bank usage outside of an approved FMLA case will be subject to attendance policy (#5110)

**10.3(c)** If an employee has greater than five hundred (500) hours in their Catastrophic Leave Bank, they may access those hours immediately once the event is deemed FMLA/CFRA qualifying. Section 10.2(a) does not pertain to these individuals.

## **10.4 Use of Catastrophic Leave for the Serious Illness of a Family Member**

Use of Catastrophic Leave for the Serious Illness of a Family Member is subject to the following requirements:

**10.4(a)** Must be a qualifying event under FMLA/CFRA.

**10.4(b)** Physician must complete FMLA/CFRA paperwork and excuse the employee from work.

**10.4(c)** Employee must match leave from his/her Catastrophic Leave Bank on the basis of two (2) hours of Catastrophic Leave for every hour of earned leave or leave without pay at the discretion of the employee.

**10.4(d)** Family member is defined as follows:

- A spouse is a partner in marriage as defined in the Family Code Section 300.
- A domestic partner is a registered domestic partner as defined in California Family Code 297.

- A child is a biological, adopted, foster, stepchild, legal ward or child of a domestic partner who is either under the age of 18 or is an adult dependent child. An adult dependent child is one who is incapable of self-care because of a mental or physical disability. The child must meet the Internal Revenue Service standard for dependent children.
- A parent includes a biological, foster, adoptive, stepparent, legal guardian, or person who stood *in loco parentis* to the employee when the employee was a child.

**10.4(e) Use of Catastrophic Leave for Bonding**

An employee may take up to a total of 160 hours paid time off for bonding leave. The employee must use two (2) hours from their Catastrophic Leave Bank with every one (1) hour from their earned leaves or leave without pay at the discretion of the employee. (See Policy # 5640 FMLA/CFRA for maximum number of hours available for bonding leave.)

**10.5 Verification**

Absence due to routine doctor, dentist and medical appointments may require evidence satisfactory to the District. A doctor's certificate or other proof of illness may be required after the third consecutive day of absence on paid sick leave.

**10.6 Notice**

An employee requesting sick leave shall inform management of the fact and the reason thereof no later than the beginning of the shift on the first day of an illness, except that Plant Operators shall inform management at least one hour prior to the beginning of their assigned shift, if possible.

The employee will also inform management of the length of the anticipated absence. Management will reasonably specify how often the employee must call in.

If serious illness or injury prevents the employee from calling in, "notice may be given by the employee's spokesperson (e.g., spouse, adult family member, or other responsible party) if the employee is unable to do so personally." 29 CFR 825.§303.

**10.7 Sick Leave Conversion**

All unused hours of the 64 hours placed in the employee's sick leave account in the last pay period of the payroll fiscal year will be rolled into the employee's CAT bank.

**10.8 At Work Hours Incentive Program**

**10.8(a)** All classified employees employed as of the first pay period of the payroll fiscal year are eligible to receive incentive awards.

**10.8(b)** For purposes of determining the amount of sick leave used during the payroll fiscal year, any leave designated as sick will be included.

Note: Short term disability will not be considered as part of sick leave.

**10.8(c)** Employees will receive the following awards based on their sick leave hours used each fiscal year. Time off must be used within 12 months or will be forfeited.

SL Hours Used	Option 1: Time Off and Cash Payment	Option 2: Cash Payment Only
0-12	8 hours + \$500	\$1,000
13-24	6 hours + \$375	\$750
25-32	4 hours + \$250	\$500

**SECTION 11 FAMILY AND MEDICAL LEAVE ACT (FMLA) / CALIFORNIA FAMILY RIGHTS ACT (CFRA)**

We comply with state and federal law.

**SECTION 12 HEALTH AND WELFARE**

**12.1 Medical Insurance**

The District will provide a group health insurance program to all eligible employees and dependents through the Public Employees' Retirement System (PERS) Public Employees' Medical and Hospital Care Act.

**12.2 Group Dental Plan**

The District will provide a group dental plan for all eligible employees and dependents. The plan will be the Delta Group Dental Plan or equivalent, including a \$1,500 per year maximum amount and a \$1,500 maximum, 50% coverage orthodontics plan.

**12.3 Preventive Medical Treatment**

The District will arrange and pay for any preventive medical treatment that it requires the employee to have, including inoculations for tetanus and typhoid, as well as booster shots, as needed.

The District will also pay for employee inoculations for influenza upon request of the employee.

**12.4 Group Vision Plan**

The District will provide a group vision plan for eligible employees and dependents. The plan will be Vision Service Plan (\$5.00 deductible) or equivalent or what the parties determine by mutual agreement.

**12.5 Life Insurance**

Each eligible District employee will receive a \$50,000 term life insurance policy. The employee's dependents will be covered for life insurance of \$5,000. The District will pay the life insurance premiums for employee and dependents.

**12.6 Employee Benefits Account**

**12.6(a)** The District will establish a benefits account for each active employee eligible for medical coverage who has enrolled in one of the PERS medical insurance plans offered by the District. Monthly contributions based on the number of eligible dependents will be placed by the District into the employee's benefits account, which may only be used for medical insurance, dental insurance, and vision care premiums. These amounts include the Minimum Employer Contribution (MEC) as stipulated by PERS.

**12.6(b)** The District shall not treat this payment as compensation subject to income tax withholding or reporting unless the Internal Revenue Service or Franchise Tax Board indicates that such contributions are income subject to taxation. Each employee shall be solely responsible for any federal, state, or local tax liability arising out of the implementation of this section.

Designation	Effective 02/26/19	Effective 01/01/20	Effective 01/01/21	Effective 01/01/22
Employee only	\$1,087.98	\$1,120.62	\$1,165.45	\$1,212.07
Employee + 1	\$2,141.73	\$2,205.99	\$2,294.23	\$2,386.00
Employee+ Family	\$2,633.75	\$2,712.76	\$2,821.28	\$2,934.13

**12.6(c)** The minimum monthly employee contribution towards medical shall be in accordance with the table below:

Employee Only	\$20.00
Employee + 1	\$30.00
Family	\$40.00

If employees select plans that are more expensive than District contribution, employees are responsible for paying the difference.

**12.6(d)** Employees may not elect to take this benefit as cash. If any employee chooses a medical plan that is more expensive than the total amount available as provided for in this section, the employee must pay the difference via a payroll deduction.

**12.6(e)** If an employee has proof of coverage under a spouse's or registered domestic partner's or the employee's own United States military plan, the employee may opt to waive medical coverage. In such case, the employee will be paid the following amounts each month, based on the plan level for which the employee is qualified.

Employee only	\$ 150
Employee + 1	\$ 300
Employee + family	\$ 400

**12.6(f)** Medical plan payments for employees in an unpaid leave status will be made by the District in conformance with the PERS medical plan guidelines and the provisions of the FMLA and the CFRA.

**12.6(g)** Employees on an unpaid leave of absence for less than 10 working days (80 hours), or employees on a disciplinary suspension for less than ten (10) working days (80 hours), shall not be subject to a pro-rata reduction for the period of said absence.

**12.7 Section 125 Plan**

The District offers a 125 Plan for classified employees, whereby employees may contribute pre-tax dollars for dependent care and unreimbursed medical expenses. This 125 Plan will follow the regulations outlined by the IRS.

**12.8 Deferred Compensation**

The District has established a deferred compensation program, which employees may participate in on a voluntary basis. The District will match an employee's contributions to their deferred compensation account up to the amount indicated in the table below on an annual basis. An employee must make contributions in the same amount as the District's match to be eligible. Matching amounts are the maximum annual amount of the District's contributions.

Calendar Year	Matching Contribution by District
2019	\$125
2020	\$250
2021	\$375
2022	\$500

**12.9 Workers' Compensation**

**12.9(a) Workers' Compensation Insurance**

- 1) Workers' Compensation Insurance is carried by the District at no expense to the employee.
- 2) Each employee who suffers an injury or illness during working hours must notify management at once, unless the employee is physically unable to do so. If the injury is undetected, the employee will immediately notify management upon detection of injury.
- 3) Each employee who is unable to work as a result of what is believed to be a job-connected injury or illness must visit a doctor for examination. Necessary forms will be prepared and submitted by the District to the District's workers' compensation insurance claims administrator. If it is determined that the injury or illness is job-connected, no deduction will be made from the employee's sick leave and he/she will be paid his/her rate of pay. When the injury/illness is certified by the District's workers' compensation insurance claims administrator as arising out of and in the course of employment by Union Sanitary District, the employee shall be paid an amount which, together with

Workers' Compensation benefits, shall equal his/her rate of pay. In no case shall the employee receive an amount greater than his/her classified rate of pay. These District payments will be continued for a period up to six (6) months (1040 hours) for any one (1) injury or illness. Classified rate of pay will be provided by the District during any waiting period before disability compensation is payable.

- 4) After 360 hours of job-connected injury or illness leave time off, any additional time off will run concurrently with FMLA/CFRA leave.
- 5) After the sixth (6th) month of incapacity, the employee's accumulated sick leave time shall be charged until exhausted as based proportionately upon the difference between his/her rate of pay and the Workers' Compensation benefits to which entitled.
- 6) The District reserves the right to have the employee examined by District doctors at any time(s) following a reported job-connected injury or illness for determination of the employee's ability to return to work.

The decision of the doctor(s) will be final.

Note: Examinations (during the first thirty [30] days after a job-connected injury) by a District-selected doctor will in no way interfere with an employee's right to be seen by his/her doctor if the employee, prior to injury, has given the District written notice of the name and address of his/her doctor. Examinations by a District-selected doctor will be in addition to examination by the employee-designated physician.

- 7) Notwithstanding the foregoing provisions, such payments shall not be made to any employee
  - who does not apply for or who does not receive temporary disability benefits under the Workers' Compensation law
  - whose injury or illness has become permanent
  - who is retired on a permanent disability or pension
  - who refuses to accept other District employment for which he/she is not substantially disabled.
- 8) Any employee bringing action against a third party to recover for injuries or disabilities for which Union Sanitary District has made payments of salary compensation shall forthwith give the District notice of such action, and thereafter Union Sanitary District shall be entitled to reimbursement arising out of any recovery made by the employee in such action or amounts paid for salary or compensation during the employee's disability.

#### **12.9(b) Limited Duty**

- 1) Modified work assignments for job-connected injuries/illnesses will be considered after receipt of adequate medical information regarding the employee's physical limitations. It is mandatory for employees with job-connected injuries/illnesses who have been released by their own treating physician and the District's doctor to perform assigned work within the prescribed parameters set by the medical provider.
- 2) a. Limited-duty assignments will be considered first for job-connected injuries/illnesses.  
b. Only if there is sufficient work will employees returning from being off on extended sick leave for non-job-related injuries/illness be assigned limited duty (per their physical limitations), unless the employee possesses knowledge, skills, and abilities to perform a limited-duty assignment not possessed by an employee off on job-connected injury/illness.  
c. Section 12.9(b) 2 a. and b. above will determine which employees are assigned limited duty. If two employees are equal with regard to a and b above, then seniority

will be the tie-breaker. This rule will also apply to situations in which a less senior employee has been given a limited-duty assignment prior to the availability of a more senior employee for limited duty.

- 3) Prior to return to full duty, the employee may be required to obtain a release from the District's doctor(s).

## **12.10 Disability Insurance Programs**

### **12.10(a) Long-Term Disability**

The District will provide a long-term disability (LTD) insurance program for each employee.

- Coverage begins ninety (90) calendar days from the onset of disability for disabilities approved by the District's long-term disability insurance provider.
- Effective July 1, 2013 the maximum insured monthly salary is \$7,000 with a maximum benefit of \$4,667 per month.
- District will pay the premiums for employee and dependent health and welfare benefits pursuant to Section 12.6 of the MOU for a period of up to six (6) calendar months.

### **12.10(b) Short-Term Disability**

- The District will provide a self-funded short-term disability insurance program for each employee, structured along the same guidelines as California State Disability Insurance. Represented employees who have a non-work-related, short-term disability as certified by a licensed medical practitioner are eligible to receive benefits after the seventh consecutive day of disability. Coverage for pregnancy-related disability shall be the same as covered under State Disability Insurance.
- Coverage will be for two-thirds (2/3) of salary to the maximum per week allowed by the State Disability Insurance Fund. The employee must use leave balances to supplement the short-term disability payments. Sick leave shall be used first, then all other available leaves.
- The maximum duration of benefits shall not exceed the waiting period per the District's LTD policy.
- Between the 61<sup>st</sup> and 90<sup>th</sup> day of disability, in the event the employee has exhausted all leaves, the District will supplement the short-term disability payments up to a total of 2/3 of salary. (The maximum insured monthly salary is \$7000 with a maximum benefit of \$4667 per month.)
- The District will pay the premiums for employee and dependent health and welfare benefits for the period during which the employee receives short-term disability insurance payments.

## **12.11 Employee Assistance Program**

The District will provide a qualified Employee Assistance Program to assist employees and dependents in successfully handling various normal life stresses, including problems related to work, personal relationships, and major life changes. If the current contractor's service is terminated, the District shall provide the service through another contractor mutually agreed upon by the Union and the District.

## **SECTION 13 MILITARY DUTY**

An employee will be allowed military service leave for active duty, in accordance with the provisions of the Military and Veterans Code of the State of California. Leave of absence with pay will be granted to an employee required to report for Selective Service Physical Examination. The District will make whole employees who are on regular (annual) military leave, but no employee shall receive more than his/her regular pay

## **SECTION 14 JURY OR SUBPOENAED WITNESS DUTY**

The District will grant employees time off work without loss of pay for Jury or Subpoenaed Witness Duty unless it involves personal business.



## **SECTION 15 FUNERAL LEAVE**

- 15.1** The District will grant a paid leave of absence to full-time employees in case of death in the immediate family to prepare for and attend funeral services. Immediate family is defined as parent, step-parent, spouse, registered domestic partner, child, child of a domestic partner, brother, sister, grandparent, aunt, uncle, or the-in-laws of the previous listed classifications, except that a relative residing in the same household may, for the purpose of this section, be considered immediate family. The employee will be allowed a leave of absence not to exceed thirty-six (36) hours without charge to employee's accrued leave.
- 15.2** Absences for the purpose of attending funerals as set forth above, in excess of the allowed thirty-six (36) hours, will be charged against the employee's Catastrophic Leave Bank, accrued vacation, or HEC, at the option of the employee, with the approval of management.

## **SECTION 16 LEAVE WITHOUT PAY AND BENEFITS**

Employees requesting leave without pay shall do so in accordance with established District policy. The decision to approve or disapprove said leave shall rest solely with the District and shall not be subject to the provisions of the grievance procedure as outlined in this agreement. Those employees who receive approval of their requests must take said leave in one (1) hour increments (using whole hours only). There will be no leave accruals during said approved leave without pay. Employees shall reimburse the District for the pro rata share of all employee benefit costs paid by the District during any absence greater than 80 hours within the same calendar month.

## **SECTION 17 LAYOFFS**

### **17.1 Layoff**

#### **Prior to a layoff the District shall**

- 17.1(a)** Create a labor -management task force.
- 17.1(b)** The labor-management task force shall look at the other opportunities (work) within the District prior to any layoffs. In these discussions the labor-management task force should consider the future needs of the District and identify potential areas where work will be, and train employees who may be subject to layoff prior to the termination of any contract for District services.
- 17.1(c)** Part of the discussion of the labor-management task force will include what type of incentives, if any, that the District can offer to encourage employees to volunteer for separation.

#### **In the event of a layoff the District shall**

- 17.1(d)** Assist with job placement.
- 17.1(e)** If retraining is required, employees must be able to meet the minimum qualifications of the classification within a 6-month period. Depending on the classification the 6-month period may be extended.
- 17.2 Procedure**  
Whenever the District requires a reduced workforce due to a reduction or revision in the service being performed in any work group, the employee(s) with the greatest seniority will be retained, provided they are qualified to perform the remaining jobs in the affected work group or if, in the opinion of management, the employee(s) can be trained to perform the work within a reasonable length of time. The District will notify the employee(s) to be laid off thirty (30) calendar days in advance. Service credits accumulated by the employee(s) laid off will be retained.

Whenever an employee is laid off due to lack of work, the District will provide him/her with severance pay in the lump sum amount of one (1) day's pay, at the time of severance, for each year of service in the employ of the District.

**17.3 Return to Work**

Return of employee(s) to the work group will be conducted in the reverse order of layoff beginning with the last employee laid off. The order of call back will only be modified if an employee who has been laid off is not available for return to work. The employee's right to call back will be limited to one (1) year from date of layoff.

In cases of equal length of service, management will determine the order of call back by considering the overall job knowledge, ability, and efficiency of the employee.

**SECTION 18 LONG TERM STAFFING**

**18.1** Union and Management representatives will address long-term staffing needs which are consistent with the strategic plan.

**18.2** When requested by the Executive Team, a joint group will be selected by the Joint Labor-Management Committee (JLMC) to carry out a long-term staffing analysis and present recommendations to the Executive Team.

**18.3** Every three years, the JLMC will determine whether a joint group needs to be created for the purpose of carrying out a long-term staffing analysis.

**18.4** Whenever a joint group is working on long term staffing, the JLMC and the District staff will be informed of the group's work and outcomes and will provide input as needed.

**SECTION 19 EVALUATING VACANCIES**

**19.1** It is the intention of the District to solicit and use input from the affected Workgroup's employees when filling a vacancy or establishing a new position, as defined in Attachment B

- (a) Hiring "In-Kind" – Hiring in the same way or with something similar, follow Attachment A.
- (b) Hiring for a new or substantially different position, follow the meet & confer process.

**19.2 Filling Administrative Specialist II Positions**

The procedure for filling an Administrative Specialist II position appears below.

1. Transfer requests are not subject to the Recruitment and Selection section of this MOU.
2. The District will post the vacancy as a transfer opportunity for which the following employees may request consideration.
  - a. Administrative Specialist II's who have passed probation as an Administrative Specialist II.
3. The District will consider the transfer candidates and may reject or accept any internal candidate for the position.
4. If no transfer candidate is selected for the opening, the District will post the vacancy for promotional opportunities as an Administrative Specialist I. An Administrative Specialist II who applied as a transfer opportunity and was not accepted may apply; however, the employee would be considered as an Administrative Specialist I candidate only.
5. If the position is filled by an Administrative Specialist II through the transfer or promotion process, the following will occur.
  - a. All transferred, promoted, or newly hired Administrative Specialists will serve the designated probationary period as defined in the MOU.
  - b. The Workgroup Manager and the Administrative Specialist I or II will discuss performance expectations.

- c. The Administrative Specialist must demonstrate the team/workgroup technical specialist competencies within nine months of the date of transfer in order to retain Administrative Specialist I or II status.
  - d. If performance expectations are not met by the end of the probationary period, the Administrative Specialist II may be returned to the previous job (pending job opening) or stay in the current job as an Administrative Specialist I, paid as an Administrative Specialist I. The Administrative Specialist I would have the opportunity to regain the Administrative Specialist II classification once every six months until the Administrative Specialist II's performance measures are met; but this can be done only twice in any 12-month period.
6. If no internal candidate is selected for the position, the District will announce the vacancy for external candidates, or use a valid Administrative Specialist I list.

## **SECTION 20 RECRUITMENT AND SELECTION PROCESS**

**Step #1:** When there is a classified vacancy to fill, the hiring manager will meet with a joint group of classified and unclassified employees to discuss management's interests related to the particular position. The joint group will consist of no fewer than four people, 2 management and 2 classified employees, ideally subject matter experts who know the work. If there are no subject matter experts available, the District may provide input on qualification/criteria for the selection of the joint group. The Union retains the right to select the 2 classified joint group members. The joint group may mutually agree to change the composition of the panel.

For the Casual Receptionist position, a permanent joint group would be established for all such recruitments. The permanent joint group would consist of the current or former receptionist, one TS Administrative Specialist (AS), the TS CST Coach and the TS Work Group Manager. The AS would be selected by TS management based on workload.

**Step #2:** The joint group will determine if a useable list exists for the current vacancy. If a useable list exists, a process will be followed to poll current employees for interest in applying for the position. If there is interest, the joint group will screen and test any internal candidates and merge them into the existing list.

Qualified employees not already on the useable list may take the test one time per recruitment.

For the Casual Receptionist position, if a useable list exists, skip Step #2, and go to Step #4.

**Step #3:** If no useable list exists, an open recruitment (internal and external) will be undertaken. A Human Resources professional will work with the joint group to design the selection process, which includes developing application materials, screening applications, and developing the Qualifications Appraisal Interview (QAI) and other relevant selection processes. The joint group will comprise the QAI panel, unless the joint group agrees to alternates, and will oversee and/or participate in the selection process, in order to establish the rating and ranking of candidates for further consideration. The joint group will recommend candidates for the hiring interview.

For the Casual Receptionist position, if no useable list exists, the permanent joint group identified in Step #1 shall be the joint group to work with Human Resources on the recruitment. At the QAI, the panel will rank the candidates for filling positions.

**Step #4:** The joint group will select, and may participate in, a team hiring interview panel, which may include the hiring manager, if he/she desires. The hiring interview panel conducts the hiring interview, including evaluation of the finalists' "fit" with the team/organization, work history, motivation, etc. The joint group and hiring panel makes a recommendation of the top candidate and other candidates to be considered by the hiring manager. If internal and external candidates are determined to be "substantially equal," preference will be given to internal candidates. If two or more internal candidates are determined to be "substantially equal," seniority will be given a preference. Note: "Substantially equal" candidates are those candidates whose total combined scores on all scored testing components are within a five percent (5%) range of each other.

Note: Scored testing components generally consist of the written examination, performance test, and QAI.

For the Casual Receptionist position, if a useable list exists, candidates will be invited to the Hiring Interviews in order of ranking.

**Step #5:** The hiring manager will conduct a hiring interview and will make a tentative selection.

**Step #6:** The manager will then meet with the joint group to discuss his tentative selection before making the final decision.

For the Casual Receptionist position, the hiring manager will make the selection decision and notify the joint group via email.

**Step #7:** Human Resources will meet with the joint group to debrief the hiring process.  
For the Casual Receptionist, no debrief meeting will be held.

## **SECTION 21 EDUCATIONAL IMPROVEMENT**

### **21.1 Reimbursement**

To encourage District employees to improve their knowledge, the District will reimburse employees for educational expenses consistent with Employee Education Policy (Policy # 5330) and provide for student loans under the Computer Purchase and Student Loan Program (Policy # 2920).

### **21.2 Operator Certification Fee Reimbursement**

- 21.2(a)** The District will reimburse employees whose positions require them to be certified by the State of California under the Mandatory Wastewater Treatment Plant Supervisors and Operators Law to include
- all examination fees for taking and successfully passing certification examinations and renewal fees
  - filing fees for the first through the third filing, provided the employee is determined to be qualified to take a particular examination.

**21.2(b)** When a certification examination is to be administered during an eligible employee's regularly scheduled work hours, said employee will be allowed sufficient time off with pay to take said examination, provided that said employee has given management a written request for time off to take the examination, including the date, place, and time of the examination, at least thirty (30) days in advance.

### **21.3 Employee Certification Fee Reimbursement**

**21.3(a)** The District will reimburse examination, registration, and renewal fees for other required certifications. In addition, the District will reimburse these fees for other employees who desire CWEA or State Operator Certification, State Professional Licensing, and any other professional or paraprofessional certification, as approved by management.

**21.3(b)** Filing fees are reimbursed by the District unless the employee is determined not to be qualified to take the examination or does not pass the examination after three attempts.

## **SECTION 22 SEPARATION PAYMENT ALLOWANCES**

### **22.1 Vacation and HEC**

An employee who separates from District employment or whose employment has ended will be paid for accumulated vacation and HEC time at the classified step rate of pay in effect at time of separation.

**22.2 Overtime Payout**

An employee who separates from employment or whose employment is terminated will be paid for overtime and Flex Time pursuant to the appropriate provision.

**22.3 Death/Sick Leave Payout**

**22.3(a)** Upon the death of an employee, the stipulated beneficiary will be paid an amount equal to one-half (1/2) the employee's accumulated sick leave at the classified salary in effect at the time of the employee's death.

**22.3(b)** Overtime and accumulated vacation due an employee who passes away while employed with the District will be paid to the employee's stipulated beneficiary. If there is no stipulated beneficiary, it will be paid to the estate of the employee.

**SECTION 23 RETIREMENT**

**23.1 Public Employees' Retirement System (PERS)**

**23.1(a) Public Employees' Retirement System (PERS) Contributions for "Classic Members"**

In accordance with the employee deduction schedule specified in the Public Employee's Retirement System Unmodified Formula Plan, for employees who meet the definition of "Classic Members" under the Pension Reform Act of 2013, the District shall pay six percent (6%) of the employee's contribution to PERS to the employee's account. The employee shall pay, on a pre-tax basis, the remaining two percent (2%) of the employee contribution to PERS.

In addition to the 2% payment above, the employees will contribute the following amounts to PERS:

Effective 6/6/13, employees will pay additional contribution of 1.5% for pension (this contribution will be a portion of the employer contribution in order to maintain the current EPMC for highest salary year purposes).

Effective 3/1/14, employees will pay additional contribution of 1.5% for pension for a total contribution of 3.0% (this contribution will be a portion of employer contribution in order to maintain the current EPMC for highest salary year purposes).

Effective 3/1/15, employees will pay additional contribution of 1.5% for pension for a total contribution of 4.5% (this contribution will be a portion of employer contribution in order to maintain the current EPMC for highest salary year purposes).

Effective 3/1/16, employees will pay additional contribution of 1.5% for pension for a total contribution of 6% (this contribution will be a portion of employer contribution in order to maintain the current EPMC for highest salary year purposes).

Total contribution paid by employees shall not exceed 8%.

**23.1(b) PERS Contributions and Benefits for "New Members" Hired after January 1, 2013**

Employees who are New Members hired on or after January 1, 2013 will have pension contributions as specified in Government Code Section (GCS) 7522.30 and benefits consistent with GCS 7522 et al.

**23.2 PERS Options**

**23.2(a) PERS Options for "Classic Members"**

- The District's existing PERS Retirement Contract for "Classic Members":
- provides the 2.5% @ 55 retirement formula.
- allows employees to retire with benefits under the PERS system based upon the highest year of compensation

- allows the 6% Employer Paid Member Contributions (EPMC) to be included by PERS in the employee's pay rate.

**23.2(b) PERS Options for both "Classic" and "New Members"**

- converts unused sick leave at the time of retirement to additional service credit at the rate of 0.004 year of service credit for each eight (8) hours of unused sick leave (approximately 2000 hours of sick leave equals one (1) additional year of service credit).
- provides the option for employees to buy back military service and apply it to their retirement credit
- provides 4<sup>th</sup> level PERS 1959 Survivor Benefits. A deduction of two dollars (\$2.00) per month, per employee, is required.

**23.3 Retiree Medical Reimbursement**

- 23.3(a)** This reimbursement shall include any contribution made by the District directly to PERS, including the Minimum Employer Contribution (MEC) for retiree or spouse or registered domestic partner. (In the event of the death of the retiree, the MEC will be made on behalf of the surviving spouse or registered domestic partner.)

For employees who retire from the District after February 28, 2001, a monthly reimbursement, up to Three Hundred Dollars (\$300), will be provided for medical coverage (except as described below).

- 23.3(b)** For employees who retire from the District after February 28, 2008, the monthly reimbursement for medical coverage shall be as follows under Public Employees' Medical and Hospital Care Act (PEMHCA):

Employees with less than ten (10) years of District service	\$ 0 or MEC if eligible
Employees with ten (10) but less than fifteen (15) years of District service	\$300
Employees with fifteen (15) but less than twenty (20) years of District service	\$350
Employees with more than twenty (20) years of District service	\$400

- 23.3(c)** For employees who retire from the District after February 28, 2010, the monthly reimbursement for medical coverage shall be as follows:

Employees with less than ten (10) years of District service	\$ 0 or MEC if eligible
Employees with ten (10) but less than fifteen (15) years of District service	\$300
Employees with fifteen (15) but less than twenty (20) years of District service	\$400
Employees with more than twenty (20) years of District service	\$500

- 23.3(d)** For employees who retire from the District on or after July 1, 2013, the monthly reimbursement for medical coverage shall be as follows:

Employees with less than ten (10) years of District service	\$ 0 or MEC if eligible
Employees with ten (10) but less than fifteen (15) years of District service	\$350
Employees with fifteen (15) but less than twenty (20) years of District service	\$450
Employees with more than twenty (20) years of District service	\$550

- 23.3(e)** For employees who retire from the District on or after July 1, 2015, the monthly reimbursement for medical coverage shall be as follows:

Employees with less than ten (10) years of District service	\$ 0 or MEC if eligible
Employees with ten (10) but less than fifteen (15) years of District service	\$375
Employees with fifteen (15) but less than twenty (20) years of District service	\$475
Employees with more than twenty (20) years of District service	\$575

- 23.3(f)** For employees who retire from the District on or after July 1, 2017, the monthly reimbursement for medical coverage shall be as follows:

Employees with less than ten (10) years of District service	\$ 0 or MEC if eligible
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Employees with ten (10) but less than fifteen (15) years of District service	\$400
Employees with fifteen (15) but less than twenty (20) years of District service	\$500
Employees with more than twenty (20) years of District service	\$600

**23.3(g)** For employees who retire from the District on or after July 1, 2019, the monthly reimbursement for medical coverage shall be as follows:

Employees with less than ten (10) years of District service	\$ 0 or MEC if eligible
Employees with ten (10) but less than fifteen (15) years of District service	\$425
Employees with fifteen (15) but less than twenty (20) years of District service	\$525
Employees with more than twenty (20) years of District service	\$625

**23.3(h)** For employees who retire from the District on or after July 1, 2021, the monthly reimbursement for medical coverage shall be as follows:

Employees with less than ten (10) years of District service	\$ 0 or MEC if eligible
Employees with ten (10) but less than fifteen (15) years of District service	\$450
Employees with fifteen (15) but less than twenty (20) years of District service	\$550
Employees with more than twenty (20) years of District service	\$650

**23.3(i)** The District shall not treat the District reimbursement to the medical retirement plan as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such reimbursements are taxable income subject to withholding. Each retired employee shall be solely and personally responsible for any federal, state, or local tax liability or penalty that may arise out of the implementation of this section.

#### **23.4 Eligibility for Retiree Medical Reimbursement**

**23.4(a)** To be eligible for the benefit described above, the employee must retire under a regular or disability PERS retirement, must be at least 50 years of age, and must have been employed by the District for at least ten (10) years.

**23.4(b)** The retiree must maintain enrollment in a medical insurance plan. The retiree must notify the District within thirty (30) days of the retiree's and/or spouse's eligibility for Medicare. The surviving spouse or registered domestic partner of an eligible retiree shall remain eligible until his/her death or remarriage, and the spouse or registered domestic partner must maintain enrollment in a medical insurance plan as described in this paragraph.

**23.4(c)** The reimbursement amount shall provide for the actual medical premium cost for the retiree and dependent(s). At no time shall the retiree receive in excess of the premium amount.

**23.4(d)** In the event of the death of an employee prior to retirement who would be qualified for benefits, the surviving spouse or registered domestic partner shall remain eligible until his/her death or remarriage or entrance into a new registered domestic partnership, and the spouse or registered domestic partner must maintain enrollment in a medical insurance plan as described in Section 23.4(b).

**23.4(e)** The retiree is responsible for maintaining eligibility requirements and for notifying the District of any change in eligibility status. If the retiree fails to report any change in status within thirty (30) days of the change, the retiree shall refund any excess amounts received.

**23.4(f)** Checks will be issued quarterly to the retiree, surviving spouse, or surviving registered domestic partner. The District may require verification of medical plan enrollment and costs.

**23.4(g)** Employees who separate from the District and do not retire are not eligible to receive the retiree health benefit.

**23.5 Retiree Medical Benefits Actuarial Study**

The District will share with the Union any reports on the status of funds in the interest-bearing reserve account established by the District to be used toward the payment of retiree medical benefits.

**SECTION 24 SAFETY**

- 24.1** The District and the Union are committed to having a safe and healthful work environment; complying with all federal, state, and District safety regulations; and creating an atmosphere that promotes safety and employee health.
- 24.2** No employee will be expected to, nor shall any employee be permitted to, perform work in an area or manner deemed to be unsafe according to the applicable standards established by state and federal law and District Policies and Procedures.
- 24.3** In accordance with the Injury and Illness Prevention Program (IIPP), the Safety Committee shall be composed of classified, unclassified, and management representatives from throughout the District. The Union may appoint one representative to the Committee.
- 24.4** This Committee will meet on a regular basis to promote safe work practices, investigate safety hazards and recommend remedial action in a timely manner, and promote communication about safety matters.
- 24.5** Consistent with the District's IIPP, any violation of safety policies, procedures, or safe work practices will result in appropriate disciplinary action, up to and including the possibility of termination of employment.

**SECTION 25 SAFETY RECOGNITION PROGRAM**

The Union and Management agree to maintain a Safety Recognition Program, which will promote and recognize safe behavior. This program will be funded by the District at \$15,000 per fiscal year for non-management employees.

The Joint Labor Management Committee shall establish a joint Task Force to develop and monitor the program. The Task Force shall include the Environmental Health and Safety Program Manager. The Task Force shall develop a program which will incorporate individual, team and District-wide elements. The program shall be submitted to the JLMC for review and implementation. The JLMC will be responsible for conducting an evaluation of the effectiveness of the Safety Incentive Program a minimum of every 2 years.

**SECTION 26 PROTECTIVE CLOTHING AND EQUIPMENT**

**26.1 Uniforms**

- 26.1(a)** The District will furnish, at no expense to the employee, all safety equipment required, including hard hats, safety shields, goggles, gloves, rain gear, rubber boots, work jackets, work shirts, and trousers to all employees whenever their work requires such items to be worn.
- 26.1(b)** The District will furnish and provide for laundering work clothing to the following classified employees. The following is a minimum, with the exception of the Maintenance Assistant. Management may allocate additional uniforms based on need.

Classification	Items
Collection System Worker	11 sets, 3 regular jackets, 1 winter jacket
Janitor	11 sets, 3 regular jackets, 1 winter jacket
Maintenance Worker	11 sets, 3 regular jackets, 1 winter jacket
Mechanic	11 sets, 2 regular jackets, 1 winter jacket
Auto Mechanic	11 sets, 2 regular jackets, 1 winter jacket



Utility Worker	11 sets, 2 regular jackets, 1 winter jacket
Instrument Technician/Electrician	11 sets, 2 regular jackets, 1 winter jacket
Storekeeper	11 sets, 2 regular jackets, 1 winter jacket
Painter	11 sets, 2 regular jackets, 1 winter jacket
Planner/Scheduler	11 sets, 2 regular jackets, 1 winter jacket
Plant Operator	11 sets, 2 regular jackets, 2 winter jackets
O&M Technician	11 sets, 2 regular jackets, 2 winter jackets
Laboratory Analyst	11 lab coats, 1 regular jacket, 1 winter jacket
Chemist	11 lab coats, 1 regular jacket, 1 winter jacket
Laboratory Director	11 lab coats, 1 regular jacket, 1 winter jacket
Engineering Technicians	5 sets, 2 regular jackets, 1 winter jacket
Construction and EC Inspectors	11 sets, 2 regular jackets, 1 winter jacket
Maintenance Assistant	Up to 11 depending upon schedule.

In addition, there will be twenty (20) coveralls available for emergency use.

26.1(c) All employees issued uniforms, protective clothing, and equipment are required to wear all items when performing assignments in a work area requiring this clothing. Uniforms are defined as all clothing assigned to an employee for specific work assignments.

## 26.2 Safety Glasses

26.2(a) Whenever the work requires safety glasses to be worn, they will be furnished by the District, consistent with District policy, from a current prescription furnished by the employee, to those employees regularly wearing corrective glasses.

26.2(b) It is the responsibility of each employee to make every reasonable effort to maintain the clothing and equipment provided in good working order.

26.2(c) In every case, management and/or the District Safety Committee will determine the need for protective clothing and equipment.

## 26.3 Safety Shoes

26.3(a) When safety shoes are determined to be necessary by the District, employees will purchase said shoes and may purchase one pair of insoles per pair of shoes as required. Employees will be responsible for any costs incurred above the price limits set by the Safety Committee.

26.3(b) The District and Union agree to discuss safety shoe reimbursement as necessary. The Safety Committee will continue to meet throughout the duration of this MOU to review the reimbursements. Employees will be notified of any changes in the reimbursement schedule.

## 26.4 Clothing

No District-provided clothing or equipment may be taken home without the express prior approval of management. However, those employees who come in contact with sewage or other contaminated materials shall not take such contaminated clothing and equipment home under any circumstances.

## 26.5 Release Time for Safety Equipment Purchase

Release time of up to one hour per pair of safety shoes/glasses will be provided to purchase equipment. Such time must be approved in advance by management.

## SECTION 27 UNION STEWARDS

### 27.1 Stewards

The Union may designate, in writing, a reasonable number of members to act as stewards, not to exceed 10% of the employees represented, unless mutually agreed to. A steward is any designated member of Local 1021 Union Sanitary District Chapter for the purpose of representing the membership in District matters. This includes officers, shop stewards and appointees. Stewards shall notify management anytime they need to conduct Union business during work hours. Stewards must consider the impact of

interrupting work schedules and schedule meetings, whenever possible, to minimize disruption of the workforce. Notification shall be verbal or message with follow-up to steward's immediate coach or work group manager. The District will allow stewards reasonable time during work hours to assist union members in contract matters.

**27.1(a)** On election and periodically thereafter, the Union president and his or her coach will meet to discuss impacts on the workload.

**27.1(b)** The Union officers, stewards, and the affected teams' coaches will meet and develop a plan to mitigate the impacts, if three or more are from a single work group or there are other factors that could have a negative impact on the workforce.

**27.1(c)** There will be a periodic check-in with the JLMC on how well the agreements are working.

**27.2 Meet and Confer**

For the purpose of meeting and conferring on a successor agreement to this MOU, the Union may designate at least five (5) Union representatives who will be allowed release time for this purpose. Additional Union representatives will be decided by mutual agreement. Should one (1) authorized representative be unable to attend a meeting, the Union may appoint an alternate to substitute for the absent representative.

**27.3 Scheduled Release Time**

The District recognizes the benefit of maintaining an informed Union membership and has authorized release time for the following:

- Membership meetings: 1 hour per month
- Union leadership meetings: 1.5 hours per month
- JLMC will set their own agreements for representation and attendance
- Union leadership may have additional release time for Union leadership meetings with the approval of the General Manager

**27.4 Joint Labor-Management Committee (JLMC)**

The District will continue its practice of regularly scheduled Joint Labor-Management Committee meetings for the purpose of discussing issues important to both parties including developing, maintaining, and enhancing the labor-management relationship.

**27.5 Training**

The District may grant release time to attend Union-sponsored training. Training needs will be discussed at the JLMC meetings.

**SECTION 28 ACCESS TO WORK LOCATIONS BY UNION REPRESENTATIVES**

**28.1 Access**

Reasonable access to employee work locations shall be granted Union officers and their officially designated representative for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation.

District management will arrange for representatives of the Union to contact members so as not to interfere with normal operations or with established safety or security requirements.

**28.2 Limitations**

Solicitations of membership and activities concerned with the internal management of the Union, such as collecting dues, holding membership meetings, campaigning for office, conducting elections, and distributing literature, shall not be conducted during working hours.

**SECTION 29 USE OF BULLETIN BOARDS AND DISTRIBUTION OF PUBLISHED MATERIALS**

- 29.1 Bulletin boards are available for use by the Union exclusively for posting of notices and published materials.
- 29.2 All such notices and materials must be approved for posting on the bulletin boards by a management representative. This approval is also required for any published material to be distributed to the employees.
- 29.3 Material will be limited to matters pertaining exclusively to Union Sanitary District employees. This will not preclude the posting of notices such as those pertaining to general meetings, elections, and social functions of the Union. All material must be removed as soon as practical and in no event shall remain on the board over thirty (30) days.
- 29.4 Should the Union fail to abide by these rules, it will forfeit its right to have materials posted on District bulletin boards, after thirty (30) days' written notice.

**SECTION 30 PERSONNEL FILES**

- 30.1 The District shall maintain only one (1) official personnel file. Employees are entitled to review and make copies of contents, subject to the State Government Code. An employee may designate, in writing, a Union representative to review his/her file and make any necessary copies.
- 30.2 The District must furnish one copy of any item placed in an employee's personnel file at the time of placement, at no cost to the employee. Copies may be obtained at a later date with ten cents (\$0.10) per page copy charge. One copy of material contained in an employee's personnel file relating to disciplinary actions and grievance investigation and resolution shall be provided to the Union at no charge.
- 30.3 Documents of employee disciplinary action will be retained in the employee personnel file for the time period specified below. In the event that the employee has had no further disciplinary action during the time period in which the document is in the personnel file, the document will then be moved to a separate historic disciplinary file. In the case of written reprimands, the records will be destroyed five (5) years from the date the document was issued, provided that no further disciplinary action has occurred during that five (5) year period.

A Human Resources representative will notify the employee when the employee's historic disciplinary file is reviewed. It is the employee's responsibility to review his/her files and request documents be moved (or destroyed) in accordance with the agreed upon schedule.

Type of Disciplinary Action	Years to be retained in Personnel File
Written Reprimand	3 years
Suspension of less than 3 days	5 years
Suspension of 3 to 10 days	7 years
Suspension of more than 10 days	10 years
Suspension of any length for violence in the workplace, sexual harassment, or protected class discrimination	10 years

Historic disciplinary files can only be reviewed under the following conditions:

- Subpoena or request by an administrative agency
- In the event future disciplinary action is being considered
- By the employee or the employee's authorized representative

**SECTION 31 TEMPORARY AND CONTRACT WORK**

- 31.1 **Contract Work**  
 Periodically, new elements of work may be identified that could be performed by either USD employees or outside contractors. The "Contract Work Flow Chart" and the "Contract Work Decision Making Guidelines" included in Attachment C will be used to make this evaluation. The following process will be used to review contract work:

- 1) Each of the operating work groups will create a consistent joint group with a maximum of 6 members to follow the flow chart and to make decisions regarding contracting out work. This group should consist of the employees who are involved in the planning of the work. Other work groups will establish a joint group as needed.
- 2) Work groups may decide on specific tasks which can be contracted out on a regular basis without the need to use the flow chart each time this work is needed. Contract work will be reviewed on periodic basis to ensure the reasons for contracting out the work remains valid.
- 3) If the joint group cannot make a consensus decision on how work should be accomplished, the decision will be made by the Work Group Manager. The Work Group Manager will explain to the joint group the basis for his decision.
- 4) If work is contracted out, a determination should be made about the value of shadowing the contractor for training/learning and quality assurance purposes.
- 5) The Work Group Steward will be notified when contracting out of work is being considered.
- 6) All contracted work will be reviewed annually by a JLMC task force to look for trends and evaluate whether the work can be done internally in the future.

**31.2 Temporary Workers**

Periodically management may identify work that may be appropriate for temporary workers. When evaluating the need for hiring temporary workers, the process shown in Attachment D, "Temporary Work Flow Chart", will be followed. For a Temporary Receptionist, refer to Attachment B.

**31.3 Temporary Work Report**

The District shall provide monthly reports to the JLMC concerning the number of temporary employees performing classified work, by name, date of hire, type of job duties, hourly pay or agency pay rate, proposed duration of assignment, and reasons for assignment.

**SECTION 32 INVESTIGATIONS**

Within two (2) working days of the determination by management to conduct an investigation that could lead to disciplinary action, the District will notify the impacted employee(s) and the Union that an investigation is going to take place or is already underway. The notice will designate a Human Resources employee as the lead or contact person.

During the investigation, Human Resources will provide updates regarding the investigation to the impacted employee(s) and Union every three (3) working days.

A Union representative will be present during interviews with any classified employee, unless the employee declines Union representation.

In the event that a disciplinary matter is the subject of an arbitration hearing, the arbitrator may not consider a failure to meet the time limits contained herein as a basis to reverse or modify the disciplinary action.

**SECTION 33 GRIEVANCE PROCEDURE**

**33.1 Purpose**

The purpose of the grievance procedure is to:

- promote improved employee relationships by establishing grievance procedures on matters defined below
- afford employees, individually or through the Union, a systematic means of obtaining further considerations of problems after a reasonable effort has failed to resolve them through discussion
- provide that grievances shall be settled as near as possible to the point of origin

- provide the grievance procedure shall be as informal as possible.

**33.2 Matters Subject to Grievance Procedure**

For the purpose of this MOU, a grievance is defined as an allegation by a permanent or probationary, promoted, demoted, or transferred employee that the District has failed to provide a condition of employment which is established by ordinance, resolution, written departmental rule, or by this MOU; and provided that the condition of employment which is the subject matter of the grievance is a matter within the scope of representation as defined under Section 3, Rights of Recognized Organizations.

**33.3 Discipline**

An employee who has received a Notice of Proposed Discipline and has received the decision of the "Skelly Officer" may appeal the Skelly Officer's decision within six (6) regular working days in accordance with Section 33.5(b) Second Level of Review, or request Step 2 of the Informal Grievance Procedure [Section 33.4(b)] be followed.

The designated Skelly Officer shall not be the work group manager who responds at the second level of review.

**33.4 Informal Grievance Procedure**

**33.4(a) Step 1**

An employee who has a grievance, problem, or complaint should first try to get it settled through discussion with his/her coach, with or without his/her steward, and without delay. The coach must give the employee an answer within one (1) working day.

If, after this answer, the employee does not believe the issue has been satisfactorily resolved, he/she shall then have the right to file a formal grievance in writing or pursue Step 2 of the informal process within six (6) working days.

If the incident in which the employee feels he/she is grieved occurred during the absence of the employee from work and he/she had no knowledge of said incident, the six (6) working day period will commence upon his/her return to work.

The request to continue to follow the informal process must be agreed to by both the Union and Management. If Step 2 of the informal grievance procedure is pursued, the parties agree to suspend the time requirements to file a formal grievance [Section 33.5(a) or 33.3 for Disciplinary Grievances].

**33.4(b) Step 2 (Optional)**

The General Manager and Union President will meet to discuss the issue and determine the process and who should be involved. The Informal Process may include the employee, union leadership, Human Resources staff, and/or other management.

If there is no satisfactory resolution from the informal grievance process, the employee has the right to file a formal grievance within six working days of the conclusion of the informal grievance process. If the grievance is pursued it will be filed at the Second Level of Review [Section 33.5(b)]. The parties (employee, Union, and Management) may mutually agree to waive the Second Level of Review and the employee may file the grievance at the Third Level of Review [Section 33.5(c)].

- 33.4(e)** At any time during the informal process, the employee can file a grievance in accordance with 33.5, ending the informal process.

**33.5 Formal Grievance Procedure**

**33.5(a) First Level of Review**

A grievance shall be presented in writing to the employee's coach as designated. The coach's decision shall be in writing and returned to the employee within (6) working days after

receiving the grievance. If the issue is not resolved, or if no answer has been received within six (6) working days, the employee may present the appeal in writing to the next level of authority, as described in 33.5(b). Failure of the employee to take further action within six (6) regular working days will constitute a withdrawal of the grievance.

The employee may request the assistance of a recognized Union organization representative at this or any subsequent step of this procedure.

**33.5(b) Second Level of Review**

The work group manager, after receiving the grievance, should discuss the grievance with the employee and his/her steward and also with other appropriate employees. He/she shall render a decision in writing and return it to the grievant within six (6) working days after receiving the appeal. If the issue is not resolved, or if no answer has been received within six (6) working days, the grievant may present the appeal in writing to the next level of authority, as described in 33.5(c).

Failure of the grievant to take further action within six (6) working days after receipt of the decision will constitute withdrawal of the grievance.

**33.5(c) Third Level of Review**

The General Manager, after receiving the grievance, shall render a decision in writing to the employee within twenty (20) calendar days after receiving the grievance.

**33.5(d) District's Board of Director Review**

If the issue is not resolved with the decision of the General Manager, the grievant may present an appeal in writing to the District Board of Directors or, in the alternative, submit it to arbitration as hereinafter provided. Failure of the grievant to take this action within twenty (20) calendar days after receipt of the General Manager's decision will constitute a withdrawal of the grievance. The District's Board of Director's, after receiving the grievance, will render a decision within twenty-five (25) calendar days, with the decision being final.

**33.5(e) Arbitration**

The Union or the District's Board of Directors may demand that the grievance be submitted to binding arbitration as provided below.

- Demand for arbitration shall be in writing and served on the other party within the time limits set forth in paragraph 33.5(d) above.
- An impartial arbitrator shall be selected from a list of not less than seven (7) names furnished by the State Conciliation Service or the American Arbitration Association, with each party alternately striking one (1) name until a single name remains.
- The arbitrator shall have no power to add to or subtract from or modify any of the provisions of this MOU, District resolutions, rules, or regulations and shall have no power to determine matters not subject to the grievance procedure.
- The impartial arbitrator's decision shall be final and binding on the employee(s) and the District.
- Fees and expenses of the impartial arbitrator, and reporter when desired, shall be paid by the losing party.

**33.5(f) Back Wages**

All claims for back wages shall be limited to the amount that the employee otherwise would have earned less all amounts the employee earned elsewhere during the period in question, less any compensation received or compensation that he/she may have received or could with diligent effort have received from any source during the period in question.

**33.5(g) Decision Final and Binding**

An agreement or mutual decision of the employee and the District reached at any step provided in this grievance procedure, including arbitration, shall be final and binding upon the District and the employee(s).

**33.6 Conduct of Grievance Procedure**

- 33.6(a) The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.
- 33.6(b) The employee may request the assistance of an officer of the Union in preparing and presenting his/her appeal at the level of the review by the General Manager or the District Board.
- 33.6(c) The employee and his/her representative may be privileged to use a reasonable amount of work time, as determined by management, in conferring and presenting the appeal.
- 33.6(d) Employees shall be assured freedom from reprisal for using the grievance procedures.

#### **SECTION 34 MISCELLANEOUS**

##### **34.1 No Discrimination**

To the extent prohibited by applicable state and federal law, there shall be no discrimination because of race, creed, color, national origin, sex, age, sexual orientation, disability status, or legitimate Union activities against any employee or applicant for employment by the Union, by the District, or by anyone employed by the District.

##### **34.2 Driver's License/DMV**

The District will pay for all expenses related to securing a Class A or B driver's license, including medical exams and examination and renewal fees.

The District shall be responsible for any vehicle citations issued to District employees driving District vehicles unless there is proven gross negligence on the part of the driver.

##### **34.3 Former Lead Worker**

For this section, former lead workers are defined as Lead Mechanic and Senior Plant Operator.

- 34.3(a) The work groups will define the role of the former lead workers to allow them to utilize and share their expertise with everyone.
- 34.3(b) The former lead workers will maintain their additional 5% above step 5 in the salary structure, provided they accept the new roles that will be defined.
- 34.3(c) The 5% additional salary will remain until separation or a new lead position is created that incorporates the defined role. If the new lead position does not include the duties of the defined role, the 5% above step 5 will continue.
- 34.3(d) In the event the District recreates lead work classifications, those workers holding lead positions as of September 10, 1997 shall be awarded the recreated positions and former salary differential. Selection shall be based on their seniority in those positions prior to September 10, 1997.
- 34.3(e) If the former lead workers do not accept and continue to fulfill the defined role, or do not accept a newly created lead position, the 5% above Step 5 will be eliminated through Y rating.

#### **SECTION 35 DISTRICT POLICIES**

Policies in effect as of March 1, 2007 and referenced in this MOU may only be modified by mutual agreement between the District and Unions.

#### **SECTION 36 DEPARTMENT OF TRANSPORTATION DRUG AND ALCOHOL TESTING PROGRAM**

Designated employees covered by the MOU are subject to the requirements of the Department of Transportation Drug and Alcohol Testing Program as outlined in District Policy #5325.

**SECTION 37      SUCCESSOR**

In the event that Union Sanitary District is merged or absorbed into another agency, the terms and conditions of this MOU shall continue to cover the employees of USD until the expiration of this MOU, or until a mutually acceptable replacement MOU has been completed.

**SECTION 38      SAVINGS**

If any provision of this MOU should be held invalid or outside the scope of bargaining by operation of law or by final judgment of any court of competent jurisdiction, the remainder of this MOU shall not be affected.

In the event of invalidation of any section of this MOU, the parties agree to meet and confer within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement of such section.

**SECTION 39      DURATION**

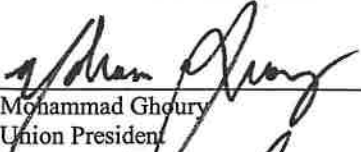
This MOU shall be in full force through December 31, 2022 and shall continue thereafter except those portions which may be amended, deleted, or modified after a reasonable notice by either party and the opportunity to meet and confer as provided by law resulting in a mutual agreement between the parties.

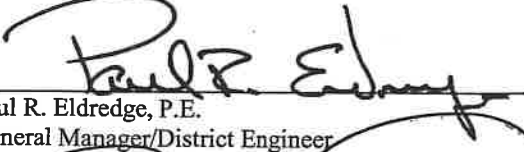


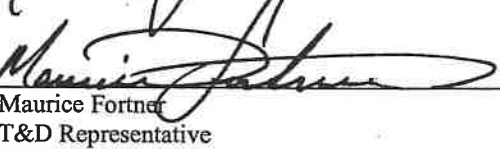
**SIGNATURES**

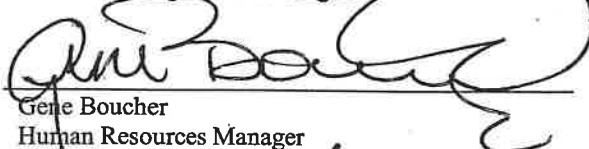
**Service Employees International Union,  
Local 1021**

**Union Sanitary District**

By:   
Mohammad Ghoury  
Union President

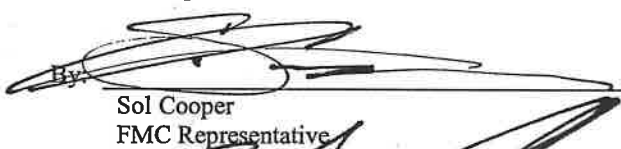
By:   
Paul R. Eldredge, P.E.  
General Manager/District Engineer

By:   
Maurice Fortner  
T&D Representative


By:   
Gene Boucher  
Human Resources Manager


By:   
Allen Tarnowski  
CS Representative


By:   
Armando Lopez  
Treatment & Disposal Services Manager

By:   
Sol Cooper  
FMC Representative

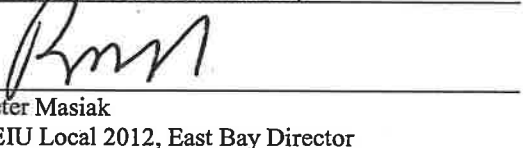
By:   
James Schofield  
Collection Services Manager

By:   
Zeke Kull  
BS Representative


By:   
Christopher Pachmayer  
Coach, Electrical & Technology

By:   
Ossee S. Desmangles  
SEIU, Local 1021 Business Rep

By:   
Glenn Berkheimer  
IEDA

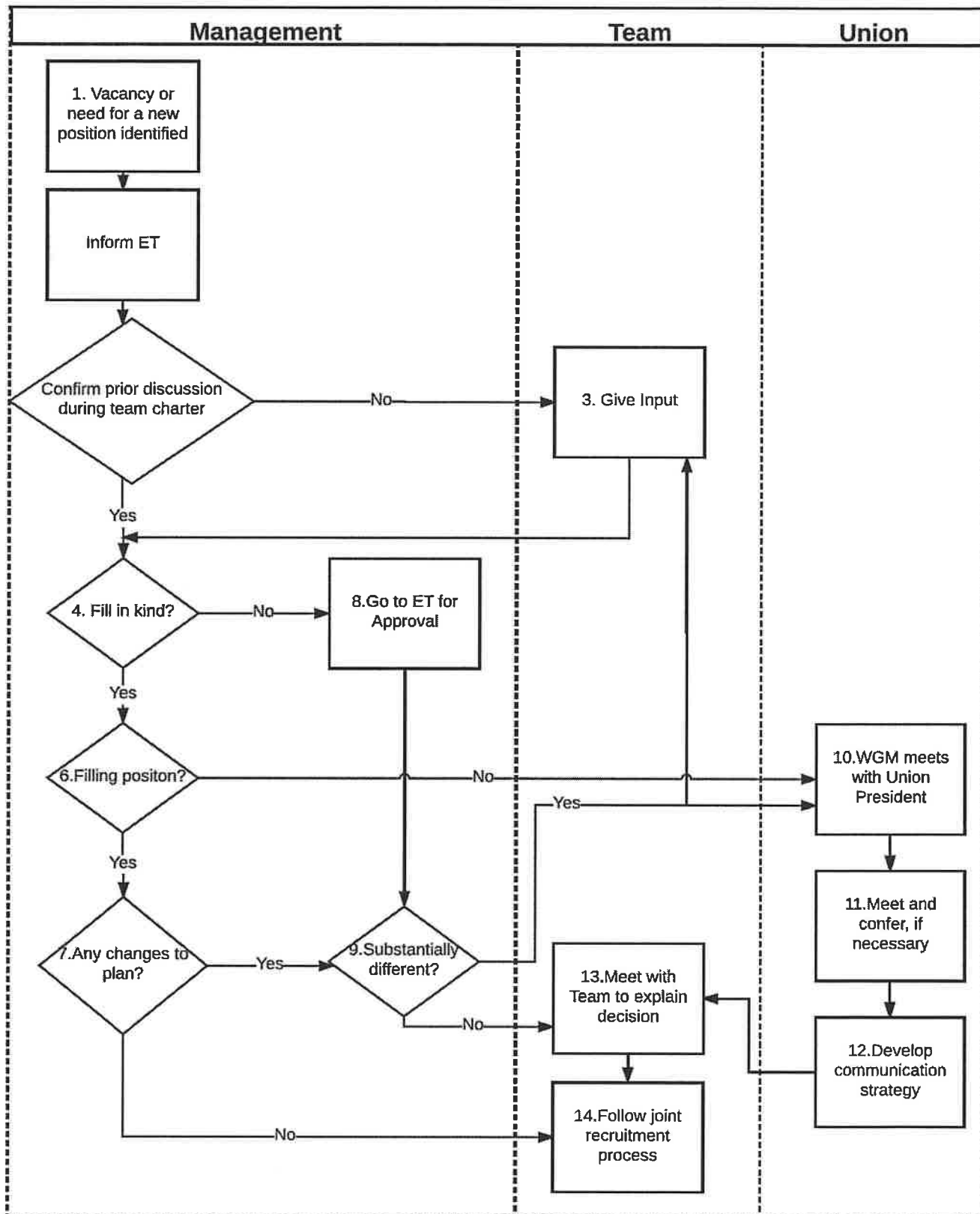
By:   
Peter Masiak  
SEIU Local 2012, East Bay Director

By: \_\_\_\_\_

By:   
John Stead-Mendez  
SEIU Local 1021, Executive Director

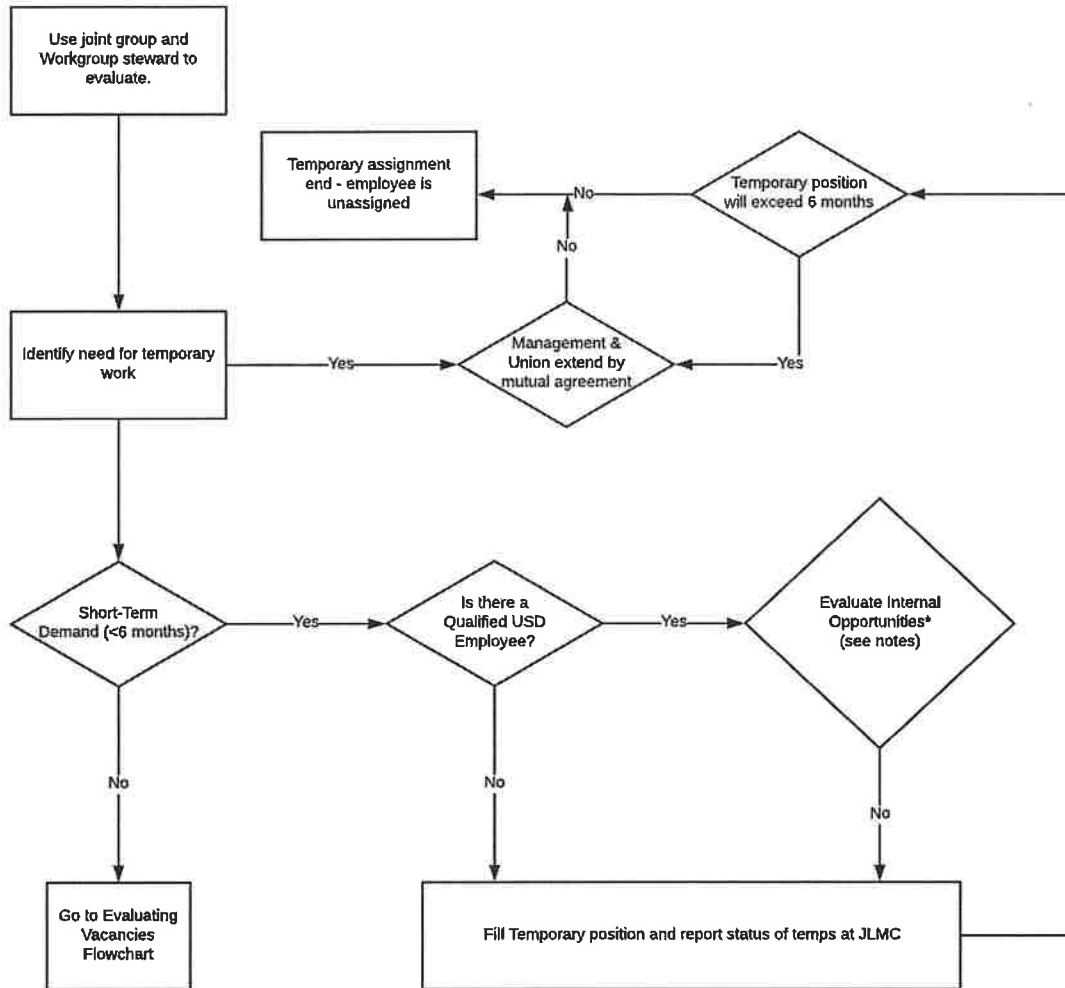
ATTACHMENT A – EVALUTING VACANCIES FLOWCHART

Evaluating Vacancies Flowchart



**ATTACHMENT B – TEMPORARY, RECEPTIONIST WORK FLOWCHART**

## Temporary, Receptionist Work Flowchart



**NOTES:**

- \* Impact on employee's team and work load.
- \* Need for temporary to cover employee's duties
- \* Consider the learning and growth opportunity for employee.
- \* Is overtime appropriate or feasible?
  - \* Are there more than one qualified employees?
  - \* Economic impact of overtime vs temporary?
- \* Overall impact & feasibility of internal assignment.
- \* The process of evaluating the employee's qualification may include a qualification test administered by HR.







Service Employees International Union  
100 Oak St..  
Oakland, CA 94607  
(800) 687-1021

Field Representative \_\_\_\_\_

Union Steward \_\_\_\_\_

Telephone Number \_\_\_\_\_