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IDnum 276 **Language** English **Country** United States **State** CA

Union AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

Local 444

Occupations Represented
Multiple occupations represented

Bargaining Agency East Bay Municipal Utility District

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 2000 **EndYear** 2003

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Notes

Contact

Full text contract begins on following page.

PREAMBLE

This Memorandum of Understanding (hereinafter referred to as Memorandum) entered into by East Bay Municipal Utility District (hereinafter referred to as the District) and Local 444, American Federation of State, County and Municipal Employees, AFL - CIO (hereinafter referred to as the Union) has as its purpose the promotion of harmonious relations between the District and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

The provisions of this Memorandum supersede all previous Memoranda of Understanding between the parties. Where provisions of this Memorandum make necessary the adoption, amendment or revision of Civil Service Rules and/or Policy & Procedure Statements because of specific conflict or absence of coverage, such provisions shall be presented to the District's Board of Directors in accordance with Section 31.3.

Article 1. RECOGNITION

1.1. Majority Representation.

- 1.1.1. The District recognizes the Union as the majority representative of all permanent, probationary, limited term (LT), temporary construction (TC) and part-time employees (except Worker Trainees) within the class titles of the formally recognized units as enumerated in Appendix A, "Units/Class Titles/Salary Ranges", which are attached hereto and made a part hereof.
- 1.1.2. The District shall furnish the Union with the name, classification and department number of each new employee hired for or separated from, a permanent, limited term, temporary construction or part-time position within the foregoing units on a monthly basis, and shall notify each said new employee of the District's recognition of the Union as the majority representative in said units.

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

- 1.2.1. The following applies to employees in LT and TC appointments in classifications represented by Local 444.
 - 1.2.1.1. Employees who have civil service status in a District classification and who are promoted or transferred continue to retain rights to a position in their former civil service classification when the "LT" or "TC" position is completed.
 - 1.2.1.2. The District has the obligation to assign such employee back to a position in their former civil service classification. Ending LT or TC appointments shall not be grievable.
 - 1.2.1.3. Current employees in LT and TC appointments who do not have civil service status in another District classification shall have a one-time opportunity to refrain from joining the union or paying the

service fee unless or until they obtain a civil service appointment or change their LT or TC appointment. However, once an employee in an LT or TC appointment either joins the union or starts to pay the service fee, then they will be obligated to continue paying dues or the service fee.

- 1.2.1.4. Employees currently in LT and TC appointments will be placed on the union=s salary schedule at the step that is equal to their current salary.
- 1.2.1.5. No "LT" employee shall serve in that category for more than four (4) years.
- 1.2.1.6. LT/TC employees with civil service status will retain the benefits they were receiving at the time of acceptance of the LT/TC appointment. LT/TC employees without civil service status will be provided all District benefits except retirement.
- 1.1.2.7. The District shall give reasonable notice of available "LT" or "TC" positions to be filled and shall, where qualifications are reasonably equal, give preference to District employees when filling such positions.
- 1.1.2.8. An employee who promotes or transfers to an "LT" or "TC" position shall, while in a "TC" or "LT" position, receive continuous service credit for purposes of this Contract, Article 6, Salaries, Article 12, Reduction in Force, and Article 15, Vacations.
- 1.2.1.9. ALT≅ and ATC≅ employees are subject to all contract provisions unless specifically restricted.

Article 2. AGENCY SHOP/DUES DEDUCTION

2.1. Eligibility/Exemptions. All permanent, probationary, limited term, temporary construction and part-time employees in the classifications listed in Appendix "A" shall, as a condition of continued employment, become members of the Union, or shall pay a service fee equal to the monthly dues of the Union except as provided in Section 1.2.1.3. This agency shop agreement shall continue for the life of this Memorandum.

2.1.1. Exemptions:

- 2.1.1.1. Supervisory, confidential and managerial employees shall not be covered by the above agency shop provisions.
- 2.1.1.2. Any employee who is a member of a bona fide religious body or sect which has historically held conscientious objections to joining or financially supporting employee organizations shall not be required

to join or financially support the Union as a condition of employment. Such employees may be required, in lieu of periodic dues, initiation fees, or agency shop fees to pay an amount equal to the periodic dues, initiation fees or agency shop fees to a nonreligious tax-exempt charity, three such organizations to be mutually agreed upon by the parties.

2.2. Enforcement. No employee shall be terminated under this Article unless:

2.2.1. The Union first has notified the employee by letter, explaining that he/she is delinquent in not tendering either uniformly required Union dues or an amount equivalent to uniformly required Union dues, and specifying the current amount of such delinquency, and warning him/her that unless such dues or service charge is tendered within thirty (30) calendar days he/she will be reported to the District for termination as provided in this Article; and

2.2.2. The Union has furnished the District with written proof that the procedure of 2.2.1. above has been followed or has supplied the District with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Union must specify further, when requesting the District to terminate the employee, the following by written notice:

"The Union certifies that _____ has failed to tender either uniformly required Union dues or service charge required as a condition of continued employment under the Memorandum of Understanding and that under the terms thereof, the District shall terminate the employee."

2.2.4. The Union shall indemnify and save the District harmless from any and all claims, demands, suits, or any other action arising from this Article or from complying with any demand for termination under this Article.

2.3. Union Dues and Service Fee or Optional Deduction Checkoff.

2.3.1. During the life of this Contract and to the extent the laws of the State of California permit and as provided in this Article, the District will deduct one month's current and periodic Union dues or service charge based upon a uniform dues schedule from the pay of each employee who has heretofore or shall hereafter voluntarily execute and deliver to the District a deduction authorization form. (Sample form follows as Attachment #1.)

2.3.2. When certifying membership dues or service charge the Union shall use the form attached at Attachment #2).

2.3.3. Payroll deductions shall be made only from the pay due employees on the first payday of each calendar month; provided, however, the initial deduction for any employee shall not begin unless both (1) a properly executed APayroll Deduction Authorization for Membership Dues or Service Charge," and (2) the amount of the monthly membership dues or service charge certified by the Secretary of the Union

have been delivered to the District at least thirty (30) calendar days prior to the first payday of the calendar month. Changes in the amount of the monthly membership dues or service charge also must be delivered to the District at least thirty (30) calendar days prior to the first payday of the calendar month before the change will become effective. (Sample form follows as Attachment #2.)

- 2.3.4. An employee may revoke his/her APayroll Deduction Authorization for Membership Dues or Service Charge" only as provided by the terms of his/her voluntary authorization. (Sample form follows as Attachment #3.)
- 2.3.5. All sums deducted by the District shall be remitted to the Union at an address given to the District by the Union, once each month by the fifteenth (15th) calendar day following the payday on which the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made. The District will also notify the Union, within ten (10) days of District receipt of revocation, of the name of each employee who revokes his/her APayroll Deduction Authorization for Membership Dues or Service Charge". (Sample form follows as Attachment #3.)
- 2.3.6. The District shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee. In addition, the Union shall indemnify and save the District harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article, or in reliance on any list, notice, certification or authorization furnished under this Article. The Union agrees to refund to the District any amounts paid to it in error.
- 2.3.7. The District shall furnish, monthly, a list of all employees appointed within classifications contained in Appendix "A" of this Contract who are subject to the provisions of the agency shop agreement. The list will include temporary construction (TC) and limited term (LT) employees and part-time employees in classifications represented by the bargaining unit.
- 2.3.8. The Union may request the District to provide an optional voluntary Union deduction for members or service fee payers of the Union. Such deduction shall be requested by the member or service fee payer in even dollar amounts. The optional Union deduction shall be made only from the pay due employees on the first payday of each calendar month. The member or service fee payer may discontinue the optional Union deduction at any time. Such request for optional Union deduction shall be made on "Optional Payroll Deduction Authorization for Union Contribution, AFSCME, Local 444". The Union and District agree that such optional Union deduction is not subject to the provisions of the agency shop agreement between the Union and District. The Union agrees to refund to the District any amounts paid to it in error. (Sample form follows as Attachment 4.)

3.1. Definition of Rights.

- 3.1.1. The rights of the District include, but are not limited to, the exclusive right to determine the missions of its constituent departments and divisions; set standards of services; determine the procedures and standards of selection for employment and promotion; direct and assign its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of District operations; determine the methods, means and personnel by which District operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work; provided, however, that the exercise of such District rights shall not conflict with the express provisions of this Memorandum.
- 3.1.2. District and Union mutually intend and agree that District may unilaterally exercise any and all rights reserved by this Article without further meeting and conferring with the Union. It is further mutually agreed that Union and District have met and conferred on all matters reserved to District by this Article and Union does expressly waive any and all rights to further meet and confer on such issues, or any of them, during the period of this Memorandum. Any dispute concerning the interpretation or application of District's rights shall be deemed a grievance and must be processed under Article 22.
- 3.1.3. The District agrees to apply the rights reserved by this Article in a prudent and reasonable manner; furthermore, the District shall consider the impact that the application of these rights may have on the work force, before applying these rights. The District agrees to make reasonable efforts to mitigate any significant impacts arising out of the application of any and all rights reserved by this Article.

Article 4. NO DISCRIMINATION/HARASSMENT

4.1. No Discrimination.

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

4.2. Harassment, Disparate Treatment and Inappropriate Behavior.

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

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

Infractions of this policy are subject to the Grievance Procedure.

4.3. Accommodation for Disabled Employees.

The Union understands that the District has a lawful obligation under the Americans with Disabilities Act (ADA) to make reasonable accommodations for qualified individuals with disabilities. Any accommodation will be on a case-by-case basis, and will not be precedential, nor will constitute a past practice for anyone other than a qualified individual with disabilities.

Article 5. UNION ACTIVITIES

5.1. Union Stewards.

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

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

report back to his/her supervisor.

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

5.2. District Board Meetings.

5.2.1. Consistent with District operating requirements, the Union may designate one (1) employee representative to attend each District Board meeting and workshop (which meeting is otherwise open to the public), including the Retirement Board meeting, without loss of time or pay.

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

5.2.3. In addition, the Union may designate two (2) employees to serve on the combined 401K and 457 Deferred Compensation Committee without loss of time or pay.

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

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

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

5.6. Visits by Union Representatives. The District agrees that accredited non-employee representatives of the Union, whether local, district council, or international representatives, shall have access to District premises for the purpose of meeting with

Union officials when investigating grievances or determining compliance with this Memorandum. Arrangements for visits to District premises for these purposes shall be made through the Manager of Employee Relations. Employee meetings with non-employee Union representatives shall not be paid for by the District.

- 5.7. Limitation on Union Activities. Activities involving internal management of the Union such as collection of dues, assessment of other funds, membership meetings, campaigns for office, distribution of literature or conducting of membership drives, shall not be conducted during working hours, in District work areas, or on District property without prior approval of the Manager of Employee Relations. The election of stewards on nonworking time may be conducted at work sites when it does not interfere with the operations of the District. Prior notice of two (2) work days shall be given to the work unit supervisor.
- 5.8. Union Business.
- 5.8.1. Employees elected to any Union office or selected by the Union to do work that takes them from their employment with the District shall, at the written request of the Union, be granted leave for up to six (6) months, provided that the work of the operation concerned will not be unduly impaired by such absence. While such employees are on Union Business Leave, they will remain on the District payroll.
- 5.8.2. The Union will reimburse the District for the employees' wages and benefits while the employees are on Union Business Leave. If Union reimbursement is not received within forty-five (45) calendar days of District billing, the employees' status for that time will be changed to Union Business Leave Without Pay and the appropriate amount will be deducted from their next paycheck.
- 5.8.3. It is understood the intent of this section is to permit employees to continue to accrue sick leave, vacation, and retirement system credits while on Union Business Leave With Pay.
- 5.8.4. Notification. Requests for Union Business Leave shall be submitted in writing from the Union President to the Manager of Employee Relations a minimum of three (3) workdays before the effective date of the leave. The Manager of Employee Relations may waive these notification requirements at her/his discretion.
- 5.8.5. Minimum Duration. Union Business Leaves must normally be for a minimum of one (1) hour.
- 5.8.6. Unpaid Leave Requirements. Union Business Leaves Without Pay shall be subject to the provisions of Section 17.1 of this Memorandum.
- 5.9. Orientation. As part of the District's new employee orientation program, the Union shall have fifteen (15) minutes to provide information and answer questions to new employees who are in classifications covered by this Memorandum of Understanding.

- 6.1. Wages.
 - 6.1.1. First Year Increases. Effective April 24, 2000, the monthly salary rates of District employees covered by this Memorandum of Understanding will be increased by 5.6%.
 - 6.1.2. Second Year Increases. Effective April 23, 2001, the monthly wage rates of District employees covered by this Memorandum of Understanding will be increased by the February 2001 San Francisco/Oakland CPI-W plus .5%. The minimum increase will be 3%, and the maximum increase 6%, with no reopener.
 - 6.1.3. Third Year Increases. Effective April 22, 2002, the monthly wage rates of employees represented by this Memorandum of Understanding will be increased by the February 2002 San Francisco/Oakland CPI-W. The minimum increase will be 3%, and the maximum increase 6%, with no reopener.
- 6.2. Pay Period. Salaries shall be paid biweekly on Friday of the appropriate week. In the event that this day is a holiday, the preceding day shall be the payday.
- 6.3. Twenty-year Wage Increment. Each employee covered by this Memorandum shall be entitled to a salary increment following completion of twenty (20) years' continuous full-time District service. The adjustment for such employees shall be 2.75% (plus or minus no more than one dollar per month) added to the monthly salaries set forth, exclusive of overtime, night shift differential or standby pay.
- 6.4. Work-Out-of-Classification. When an employee temporarily replaces another employee in a higher classification, he/she shall be paid the appropriate higher rate for such work. Assignments to perform the work of a higher classification pursuant to this Section 6.4, will be tracked by hours worked and shall not exceed 480 hours in a calendar year. By use of this Section, the District will not attempt to avoid District Civil Service Rules and the filling of regular full time positions. The District will make reasonable efforts to distribute work-out-of-class on an equal and rotational basis for qualified employees, beginning with the most senior unit member.
- 6.5. New Classifications. The Union recognizes the right of the District to establish new job classifications and to amend existing class descriptions to reflect changes in assigned duties and responsibilities. In the event a substantial change is made in the description of a class represented by the Union, the District will advise the Union of such change and of the salary for the class. Upon request of the Union, the parties shall meet and confer on the salary for the classification within ten (10) working days prior to presentation to the Board of Directors. Establishment of salary is not subject to the grievance procedure as contained in this Memorandum.
- 6.6. Payment for Licenses/Certificates.
 - 6.6.1. The District shall pay all normal and regular fees incurred in the obtaining of any licenses or certificates that are required by the District for the job classification of

the employee. It is understood that any late or penalty fees which are not caused by District action shall not be included in normal or regular fees. The District shall pay actual fees for employees who obtain higher level licenses or certificates than required for their class but within their normal class series. Employees shall be granted paid time to take tests for any licenses or certificates required for the employee's current job classification. The District will reimburse actual fees for and provide paid time for California Class A and B driver's tests and licenses.

6.6.2. Employees in the Wastewater Plant Operator I and II classifications who obtain a Wastewater Plant Operator's certificate at a higher level than required for their classification will receive a \$15.00 per month premium. If they receive a second, higher classification certificate, they will receive an additional \$20.00 per month, for a total of \$35.00 per month premium.

6.7. Salary on Promotion.

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

6.9 Adjustments for Overpayments. In the event an employee is erroneously overpaid by the District, regardless of fault, the District shall recover overpayment by deducting from that employee's regular paycheck either the full amount of the overpayment or ten (10) percent of the employee's gross salary, whichever is less, and continue said deductions for as many consecutive pay periods as necessary until full overpayment is recovered. The District shall not commence recovery by payroll deductions until written notification has been given to the employee at least 10 working days in advance, which includes all the details of the overpayment and provides the employee with an opportunity to respond before any deduction is made.

Article 7. DAYS AND HOURS OF WORK

7.1. Workday. The workday shall consist of eight (8) consecutive hours of work (exclusive of any unpaid meal period) within a 24-hour period beginning at 12 midnight except where otherwise mutually agreed.

7.2. Workweek.

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

7.2.2. Notwithstanding Sections 7.1 and 7.2, upon request of an individual employee or a group from the work unit, the District will investigate and may change the beginning and ending work day hours of that employee or the work days and workweeks of employees within any particular work unit provided the work or the operation of the unit concerned will not be unduly impaired by such adjustment. Such adjustment shall not affect the total length of the workweek. All requests for

flexible schedules will be examined and considered for implementation by the District. The decision of the District on granting or refusing to grant a change in the beginning and ending work day hours or workweek shall be final and conclusive and shall not be subject to the grievance procedure of this Memorandum.

7.3. Continuous Operations.

- 7.3.1. In operations in which there is regularly scheduled employment for 24 hours per day, seven (7) days per week, the hours of work shall consist of eight (8) consecutive hours per workday, and except during scheduled rotation or relief operation, five (5) consecutive days per workweek.
- 7.3.2. The District shall not schedule work so as to require employees in continuous operations to work three (3) shifts within a forty (40) hour period. In continuous operations, except where such occurs on a regular, recurring basis as part of a rotating shift schedule, employees who are called back to work an eight (8) hour shift after being off their previous shift eight (8) or fewer hours shall be paid one (1) hour at the overtime rate in addition to their pay for such time worked. Seniority will be an important consideration in the assignment of shifts.
- 7.3.3. Employees in continuous operations who are required to be at work stations for eight (8) consecutive hours shall eat during working hours.
- 7.3.4. In operations where work schedules are changed, the work schedule shall be posted and changes in schedule shall be posted a minimum of one (1) week in advance of the effective date of change. (Applicable department work rules will be revised in accordance with this provision.)
- 7.3.5. Relief shift operators shall be notified 48 hours in advance of changes in their work schedules. The advance notice specified above shall not apply in cases of illness or other emergencies.
- 7.3.6. Wastewater Treatment employees working in work units designated by the District as requiring continuous operation shall utilize work shifts consisting of three (3), eight-hour shifts in a day. Shift assignments and days off shall be bid annually, based on District seniority. Operators elected as Union President and Chief Steward shall have super seniority for the purpose of bidding for day shift, Monday through Friday, assignments.

7.4. Changes in Days and Hours of Work.

- 7.4.1. It is understood that, all other provisions of this Article notwithstanding, the hours of work, workday, and workweek practices in effect on the effective day of this Memorandum may be continued at the option of the District; provided, however, changes in such practices shall be subject to prior consultation with the Union.
- 7.4.2. Notwithstanding the above, the District may schedule shifts one (1) hour earlier than present. If such shift creates work in two (2) different calendar days, all time

will be treated for payroll processing purposes as if it were worked in the calendar day containing the majority of the workday. For example, if the start of the workday is changed from 12:00 midnight to 11:00 p.m., the employee will be paid as if all work commenced at 12:00 midnight. Such treatment of time worked shall have no effect on eligibility for shift differential or other premiums.

7.4.3. Notwithstanding the above, in special circumstances when mandated by CalTrans or other agency, the District may temporarily change shift starting times to accommodate said agency's concerns, provided that such change shall not be for less than five nor more than one hundred and twenty calendar days. In such cases a minimum of two weeks prior notice shall be provided to the employee(s) whose shift starting time is temporarily changed, and a five percent premium shall be paid to those employees for all regular hours worked on all days so changed. In no case shall the combined shift differential and shift change premiums paid to an employee exceed fifteen percent. The District will not temporarily change the scheduled workday or workweek of employees for the purpose of avoiding overtime payments. Employees shall be compensated for time worked in excess of their regularly scheduled work day or workweek as provided in Section 8.1 of this Memorandum of Understanding. Nothing herein shall be interpreted as limiting the District's right to reschedule shifts on a long-term or permanent basis as provided in this Article.

7.5. Rest Periods. Employee work schedules shall provide for fifteen (15) minute rest periods during each one-half (2) of the work day. Rest periods shall be scheduled so as not to interfere with efficient operations of the District.

7.6. Meal Periods.

7.6.1. Employees shall be granted a thirty (30) minute lunch period, without pay, except as otherwise provided, scheduled at approximately the middle of the workday.

7.6.2. The District, at its option, shall furnish meals or provide \$16.00 per meal on an employee's paycheck for employees who work unscheduled overtime for two (2) or more hours beyond their regular quitting time. The District will continue the voucher program in the Distribution Maintenance and Pipeline Construction Divisions, subject to income tax. Employees shall be provided additional meals or money on their paychecks, as above, for every completed four (4) hour period of unscheduled overtime work thereafter. Emergency or unscheduled overtime work is defined as overtime work that is not scheduled a minimum of eight (8) or more hours in advance of the overtime work. Scheduled or planned overtime work on a regular workday or sixth or seventh day in a week shall not require reimbursement for overtime meals unless an employee works two (2) or more consecutive hours beyond their regular eight (8) or more hour scheduled shift. Time taken for meals furnished by the District at the work location shall be paid time. Time taken for meals eaten away from the work location shall be unpaid time.

7.7. Cleanup Time. Where the nature of the work is such that cleanup is required, work schedules shall be arranged to allow reasonable time for that purpose prior to the end of

the workday. The District shall provide facilities for cleanup. All employees who report to a job site have the option (with the permission of their immediate foreman/supervisor), to go to the nearest District facility to shower or change clothes in case of emergency or at the end of their workday.

- 7.8. Receiving Materials. District employees normally will not be required to unload or assist in unloading material from common carriers making deliveries on District premises except when weight or bulk of freight precludes reasonable physical handling by driver, or, when other unusual circumstances require such unloading or assistance by District employees one-half (2) hour before the end of the shift.
- 7.9. Reimbursement For Use of Private Car. The District will reimburse employees at the rate of forty-eight and two tenths cents (48.2) per mile for each mile they are authorized and required to drive their private cars within the employee's normal areas of operations in the performance of their assigned duties. Annually in July, the District will adjust this amount to conform to the American Automobile Association (AAA) composite per mile cost for a 6-cylinder, 4-door sedan in the 15,000 miles per year category. This information is obtained from the Annual Edition of Your Driving Costs, published by the American Automobile Association, Falls Church, Virginia. In the event such publication is not available, the parties will meet and confer on the new data.
- 7.10. Fatigue Time.
- 7.10.1. Employees shall receive full pay for fatigue time hour for hour worked if they have worked overtime and the overtime has been completed with less than eight (8) hours between the completion of the overtime and the start of the employee's next regularly scheduled shift provided that the employee worked two (2) or more consecutive hours of overtime after 10:00 p.m.
- 7.10.2. Employees shall not receive fatigue time if: (1) the overtime is completed more than eight hours prior to the start of their next regularly scheduled shift, or (2) employees are called out to perform overtime work within four (4) hours of the start of their next regularly scheduled shift, or (3) they are assigned to continuous operations.
- 7.10.3. Fatigue time must be taken during the first or last part of the next regularly scheduled workday. Employees receiving fatigue time shall notify their immediate or after hours supervisor at the completion of the overtime work, if possible, or a minimum of one (1) hour before the start of their next regularly scheduled shift when their fatigue time will be taken.

Article 8. OVERTIME

- 8.1. Preamble. At the present time the District has no plans and does not contemplate an expansion in the use of overtime. The District will make all reasonable efforts to avoid overtime including reviews of staffing to minimize its adverse effect on individuals and to control costs to the District, but occasionally overtime may be necessary to avoid greater costs as well as to meet legal obligations and Board commitments. The District agrees to

provide the Union with reports on overtime utilization on a semi-annual basis. The District will provide the Union with specific overtime utilization reports upon reasonable request. Furthermore, the parties agree to consult on an annual basis regarding overtime, standby and call back usage in order to improve the system and eliminate practices that the parties agree should be corrected. The District will continue to assess all overtime use to ensure that overtime is necessary in order to maintain current District operations, services, and to ensure completion of projects on schedule. Whenever overtime is necessary, the District will give employees notice as soon as is reasonable and practical to do so.

- 8.2. Rate of Pay. One and one-half (1-1/2) times the employee's regular hourly rate of pay shall be paid for all work performed in excess of eight (8) hours per workday or forty (40) hours per workweek. Time worked at the overtime rate due to Call Time overlap of the employee's regular workday shall be counted in determining the eight (8) hours per workday or forty (40) hours per workweek required to establish a base for overtime. There shall be no pyramiding of overtime pay.
- 8.3. Limitation and Distribution of Overtime. No employee shall be required to work more than sixteen (16) hours in any twenty-four (24) hour period. If an employee works thirty-two (32) hours in a pay period on emergency overtime work, that employee will not be subject to non-emergency necessary overtime work in the same pay period unless the employee volunteers for such work. An employee shall be obligated to work non-emergency necessary overtime work to the extent that the employee has not worked thirty-two (32) hours in a pay period as emergency overtime work, i.e., emergency overtime hours worked shall reduce the hours limitation for non-emergency necessary overtime in the same pay period.
- 8.4. Emergency Overtime. All employees are required to work in emergency situations. An emergency includes, but is not limited to, situations which involve disruption of service to customers and actual or threatened danger of injury to person or damage to property, or threat to public health and safety.
- 8.5. Non-Emergency Necessary Overtime.
 - 8.5.1. The District will request volunteers for all available necessary overtime. Overtime work shall be distributed as nearly equally as possible among qualified employees working within the same job classification, within the same work unit.
 - 8.5.2. No volunteer may work more than sixteen (16) consecutive hours without approval of the Division Manager.
 - 8.5.3. No employee will be assigned to work more than sixteen (16) hours in any 24-hour period or to work more than thirty-two (32) hours per pay period of non-emergency necessary overtime work. The parties emphasize the distribution commitment contained in Article 8.5.1 above to minimize the impact of assigned overtime on an individual employee.
 - 8.5.4. In the event an insufficient number of employees volunteer for necessary overtime, the District shall assign employees to fill vacancies (on a rotating basis) starting by

reverse seniority in the affected unit and classification. Whenever an employee is on standby, the District will not assign other overtime work to that employee unless the entire rotation of his/her classification has been exhausted and overtime is still necessary. However, an employee shall be permitted to volunteer for overtime during a week the employee is also on standby.

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

8.5.6. Employees are expected to comply with overtime assignments and failure to do so shall subject an employee to appropriate discipline. However, an employee who, because of illness or other compelling emergency, is unable to work assigned or scheduled overtime, and who notifies the District a minimum of one (1) or more hours before an employee is scheduled to report to work, shall not be subjected to disciplinary action for failure to work.

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

8.7. Compensatory Time. Compensatory time will be provided at 1.5 hours for each hour of overtime worked. The maximum accrual of compensatory time will be 75 hours in a calendar year. All overtime worked after an employee has accrued or used 75 hours of compensatory time in a calendar year will be paid at the appropriate overtime rate. All employees who have accrued compensatory time by the end of the last pay period, for which pay is received in December, will have their unused compensation time paid off in January of the following year at the appropriate overtime rate. Compensatory time accrued after the last full pay period of the calendar year, but prior to the end of the year, will be credited and included in the accrual for the following calendar year.

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

Article 9. STANDBY PAY

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

9.2. Compensation Rates.

9.2.1. An employee assigned to be on call during non-working hours shall receive a premium of twenty-five percent (25%) of the basic pay during the standby period,

provided such employee makes himself/herself available and responds to all calls for work. Overtime work performed during a standby period shall be paid at the rate of one and one-half (1-1/2) times the straight-time hourly rate for the time worked exclusive of such standby premium.

9.2.2. In the event an employee assigned to standby is not called for overtime work because of District error which is verified by the District, the employee shall receive payment equivalent to two and one-half (2.5) hours at their overtime rate exclusive of special or premium pay provided such employee makes himself/herself available and responds to all standby calls for overtime work during that week.

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

9.3. Scheduling. The District shall schedule its standby needs at least two (2) months in advance. Volunteers for standby to fill the schedule shall be allowed in each classification with the most senior District employee allowed first choice of assignments.

9.4. Rotation System. A rotation system in each department, in each classification, in each location, shall be developed by the District where standby is necessary. The rotation system shall not be utilized if the standby schedule is completely filled with volunteers. The rotation system, if used, shall, in its inception, first obligate the least senior District employee in each department, in each classification, in each location.

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

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

Article 10. CALL TIME

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

10.2. Shift Overlap. If the Call Time work assignment and the employee's regular shift overlap, the employee shall be paid at the overtime rate until he/she completes two and one-half (2-1/2) hours worked. The employee shall be paid for the balance of the regular shift at the straight-time rate.

- 10.3. Rest/Meal Break. If an employee is called to start work less than two and one-half (2-1/2) hours before the start of his/her regularly scheduled shift, the employee shall be allowed a fifteen (15) minute break prior to the start of his/her shift. If the employee is called to start work two and one-half (2-1/2) or more hours before the start of his/her regularly scheduled shift, he/she shall receive a thirty (30) minute paid meal break prior to the start of his/her regular shift.
- 10.4. Telephone Response. An employee on paid standby who is called on the telephone but not required to report for work will be compensated for a minimum of one (1) hour at the appropriate overtime rate.

Article 11. SHIFT DIFFERENTIAL

- 11.1. Definition and Compensation. Employees who perform work on a scheduled eight (8) hour shift beginning between 11:00 a.m. and 10:59 p.m., inclusive, shall be paid ten (10) percent per hour. Employees who perform work on a scheduled eight (8) hour shift which begins between 11:00 p.m. and 3:59 a.m., inclusive, shall be paid fifteen (15) percent per hour.
- 11.2. Continuous Operations. In continuous operations, when an employee's shift is extended by additional hours either before or after the normal shift, overtime compensation shall be based on the rate for the shift that was extended or actually worked, whichever is greater.

Article 12. REDUCTION IN FORCE/DEMOTION AND TRANSFER AND DEMOTION APPEALS

- 12.1. Reasons. An employee may be separated from District employment by reduction in force due to lack of work or funds, retrenchment, or completion of work.
- 12.2. Application. Reduction in force in a given classification shall be from all positions in the classification, District-wide.
- 12.3. Priority. Reduction in force shall first affect employees having provisional or probationary appointments in the classification in question. Thereafter, employees having permanent appointments in the classification shall be subject to reduction in force in inverse order to the length of their continuous service.
- 12.4. Demotion to Previously Held Classifications. An employee subject to separation by reduction in force may elect demotion to classifications in which he/she has previously held permanent civil service status during his/her current period of employment. In such election, the procedures of reduction in force outlined in Section 12.3 shall be applied to the employee being separated and to all others in the classification in question.
- 12.5. Voluntary Demotion. In accordance with Civil Service Rules governing demotions and transfers, an employee subject to separation may also be considered for voluntary demotion to other lower classifications or for transfer to classifications at the same salary level, if any vacancies exist. Any employee who is not transferred or demoted to a permanent position shall be offered appointment to any temporary position in his/her classification which is currently filled at the time of his/her proposed termination.

- 12.6. Reinstatement List. Names of employees affected by reduction in force shall be placed on a layoff and reduction list in the order in which they have been laid off or demoted. Such list shall remain in effect for a period of two (2) years, during which time, when vacancies occur in the classification in which reduction in force took place, employees laid off or demoted shall be reinstated in the reverse order of layoff or demotion.
- 12.7. Severance Pay. Each permanent employee with a minimum of five (5) continuous years of District employment who is laid off due to a reduction in force shall receive ten (10) workdays' severance compensation exclusive of any premium, overtime, standby or longevity pay.
- 12.8. Demotion. The General Manager may approve the demotion of an employee for inefficiency, or as a result of reduction in force or for other cause. Except in disciplinary situations, there shall be no involuntary demotion of an employee until reasonable effort has been made to transfer or reassign the employee in accordance with applicable Civil Service Rules.
- 12.9. Transfer and Demotion Appeals. In the event of transfer or demotion in accordance with the District's Civil Service Rules, the Personnel Officer shall give written notice to the employee, including the reasons for the action, and the employee shall have the same rights of appeal as employees who are discharged or suspended.

Article 13. CONTRACTING AND SUBCONTRACTING

- 13.1. Right to Contract. The rights to contract and subcontract are vested exclusively in the District; provided, however, if such contracting or subcontracting work would result in the layoff of an employee in a classification set forth in Appendix AA≅, the District will consult with the Union, prior to such contracting or subcontracting, in an attempt to avert, by transfer or other reasonable means, the layoff of such employee.
- 13.2. Annual Meeting. In addition to current practice, District and Union representatives will meet annually to review contract construction work and other work that is customarily performed by Union members that the District intends to contract out during the fiscal year. Further, District and Union representatives will regularly hold meetings as a Contracting Out Committee.

Article 14. HOLIDAYS

14.1. Holidays Observed.

14.1.1. The following legal holidays will be granted to eligible employees:

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Malcolm X's Birthday	Floating Holiday (May 19)

Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Admission Day	September 9
Veterans= Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25

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

14.2. Eligibility.

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

- a. The employee works or is on Authorized Leave (with or without pay) on his/her scheduled workday immediately before and immediately after the holiday; and
- b. The employee is in a paid status within the payroll period in which the holiday falls.

14.2.2. Malcolm X's Birthday will be recognized through a floating holiday. Probationary and regular employees will be eligible for the floating holiday if they are employed prior to July 1 and must be taken by the beginning of the last pay period in December. The District will allow the individuals to choose this day (May 19) as the floating holiday, provided the department or division does not fall below acceptable minimum staffing. If all applicants for the day cannot be satisfied, selection of which individuals will receive the specified date will be made on the basis of date of request.

14.2.2.2. The Malcolm X holiday must be taken no later than the last day of the last full pay period in the calendar year to be paid in the calendar year.

14.2.2.3. If the Malcolm X holiday is not used prior to that date it shall be forfeited.

14.2.2.4. Use of the Malcolm X holiday after the last day of the last full pay period in the calendar year will be charged against the following year.

14.3. Holiday Pay.

14.3.1. Employees who work on an observed holiday shall receive overtime pay for

hours worked in addition to their regular straight-time pay.

- 14.3.2. Employees whose scheduled day off falls on an observed holiday shall receive a day's pay at the straight-time rate; such employees who work on an observed holiday shall, in addition, receive overtime for hours worked.
- 14.3.3. Employees in continuous and seven-day operations who are scheduled to work on District-observed holidays or whose regularly scheduled days off fall on a District observed holiday, may choose to either receive eight (8) hours of straight-time holiday or add eight (8) hours to his/her vacation accrual.
- 14.3.4. In the event that a holiday falls on an employee's compressed day off, the employee will be credited with eight (8) hours of vacation, or the employee may choose to receive holiday pay, to be added to 80 hours of regular pay (a total of 88 hours at regular rate for the pay period). If the employee does not indicate that he/she wishes to receive holiday pay, the holiday will be added to his/her vacation accrual.
- 14.3.5. In continuous and seven-day operations, when a holiday falls on a Saturday or Sunday, the actual holiday will be observed rather than the District observed holiday.

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

Article 15. VACATIONS

15.1. Eligibility and Allowance.

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

Continuous Service Years	Vacation Leave Hours Per Pay Period	Vacation Days Per Year
1st through 4th	3.692	12
5th through 9th	4.616	15
10 years	5.539	18
11 years	5.539	18
12 years	5.539	18
13 years	5.847	19
14 years	6.154	20
15 years	6.462	21

16 years	6.770	22
17 years	7.077	23
18 years	7.385	24
19 and subsequent	7.693	25

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

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

15.3. Use of Vacation.

15.3.1. At any time after completion of six (6) months of service, an eligible employee may use five (5) days credited for the first six (6) months of employment. Thereafter, employees may use vacation leave equal to the accrued vacation leave credited to their account.

15.3.2. Vacation must be taken within the calendar year in which it is credited, with two (2) exceptions:

- a. Certain amounts of vacation may be deferred, as shown below.
- b. Vacation started before the end of the year may be continued into the next year.

15.3.3. A maximum of 50 vacation leave days (400 hours) may be deferred by employees. Any employee with deferred vacation accrual in excess of 50 days (400 hours) at the end of any calendar year shall have his or her vacation leave balance adjusted and reduced to 50 vacation days at the beginning of the first payroll period in January unless there is specific written authorization from the General Manager to exceed such limit. Employees who have more than four hundred (400) hours of vacation accrued on the last payroll period in December and who have not taken at least 80 hours of vacation in the prior calendar year, shall be required to schedule and take vacation to equal eighty (80) hours (including previous year's vacation) within the following three months. These 80 hours shall not include hours used in the first quarter of the year to comply with the prior year's requirement. If any employee retains more than 400 hours after the three-month period, the District will automatically convert to pay all hours in excess of 400 hours as of the last payroll period in December.

15.4. Choice of Vacation.

15.4.1. Whenever possible, vacations shall be scheduled for the time requested by the employee. In order to avoid undue disruption of work activities or to minimize conflicts with other employees' vacations, the Department Head or Division Manager may place reasonable seasonal or other restrictions on the use of deferred vacation.

- 15.4.2. Supervisors shall prepare a schedule of available vacation periods for each classification in their organizational units which shall be based on efficient staffing of the unit in relation to estimated workload. Each employee shall indicate, by order of preference, the vacation period desired. Supervisors shall review these requests and resolve any conflict in favor of the employee with the most seniority (i.e., longest total continuous District service); provided, however, if an employee requests that his/her vacation be taken in two (2) or more noncontinuous vacation periods, such employee may exercise his/ her seniority only for the first period of vacation.
- 15.4.3. Supervisors shall recommend the completed schedule to the Department Head or Division Manager. After the vacation schedule has been approved by the Department Head or Division Manager, an employee promoted or transferred into a unit may not "bump" another employee's previously scheduled vacation period without that employee's consent.
- 15.5. Vacation Proration on Separation. An employee eligible for vacation who is separated from District service for any reason shall receive a lump sum payment for any unused, earned vacation.
- 15.6 Vacation Sell-Back. An employee may choose to sell back a maximum of forty (40) hours of vacation leave to the District on one occasion of the employee's choosing each calendar year. Payments to employees resulting from such sell back of vacation shall not be considered "compensation" as defined in the Retirement Ordinance for the purpose of calculating terminal compensation.

Article 16. PAID ABSENCE

16.1. Sick Leave.

- 16.1.1. Eligibility. Any permanent, probationary or part-time employee who, through no fault of his/her own, is unable to be present to perform his/her duties due to illness, injury, medical or dental treatment, or serious medical emergency in the employee's immediate family shall be granted sick leave in accordance with the provisions of this Section.
- 16.1.2. Accumulation. Employees shall accrue four (4) hours of sick leave credit for each full biweekly pay period of continuous service, to a maximum of 1040 hours (130 days). There shall be no accumulation for any workday of unpaid leave in excess of 20 workdays in a calendar year.
- 16.1.3. Use. All sick leave used shall be deducted from the employee's credits, with the minimum chargeable time being 30 minutes. When sick leave credits are exhausted, unpaid sick leave may be granted.
- 16.1.4. Family Medical Leave. Where employee absence is required due to serious medical emergency in the employee's immediate family (i.e., mother, father, stepmother, stepfather, husband, wife, son, daughter, stepson, stepdaughter,

brother, sister, or domestic partner, a maximum of thirteen (13) days of sick leave may be used in a calendar year.

- 16.1.5. Substitution of Sick Leave for Vacation. If an employee becomes ill and takes sick leave before a scheduled vacation begins, the starting date of vacation may be postponed or vacation rescheduled as approved by the District. If an employee becomes ill after his/her last workday before vacation begins or during vacation and the illness extends more than two (2) vacation days, accumulated sick leave shall be substituted for vacation leave for each full day involved. Each vacation leave day that an employee was hospitalized may be converted to sick leave upon submission of satisfactory evidence of hospitalization. Request for such substitution shall be made when the employee returns to work, unless he/she wishes to extend his/her absence, in which case he/she shall contact his/her supervisor before he/she is scheduled to return to work. Request for sick leave substitution shall be accompanied by a doctor's statement or other satisfactory evidence verifying the length of time the employee was incapacitated.
- 16.1.6. Limitations. An employee who is unable to report for work and who fails to notify his/her supervisor in accordance with work unit procedures, may not qualify for paid sick leave. An employee whose illness or injury arises out of non-District employment is not entitled to sick leave. All sick leave use is subject to review, verification, and approval by the District. A doctor's certificate indicating time under doctor's care, approval for return to work, and any work limitations is required if sick leave extends to ten (10) consecutive workdays or more. Upon return to work from sick leave, the employee's supervisor and Department Director/Division Manager may require an employee to be evaluated by a District-selected physician, if there is reasonable concern about the employee's fitness for duty, or endangering the health of other employees. These evaluations will be conducted on District time.
- 16.1.7. Retirement Credit. Consistent with the terms and conditions of the Retirement Ordinance, when an employee's sick leave accumulation reaches the maximum of 1040 hours, any hours which would have otherwise accrued thereafter shall be accumulated without limit. Such hours, when added to the existing sick leave accumulation, become Service Extension Credit, to be applied when computing the employee retirement allowance.
- 16.1.8. Service Extension Credit/Conversion. When an employee is released for return to work as shown by medical evidence satisfactory to the District, after sick leave extending for ninety (90) calendar days or more, the hours of sick leave taken shall be restored to the employee's sick leave account by deducting that number of hours from any service extension credit in the employee's account at the time of return to work to a maximum of five hundred twenty (520) hours. Such sick leave shall be credited and available for use after the employee's return to work.

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

16.2. Special Leave.

16.2.1. Death in Family. In the event of death in an employee's immediate family (mother, father, stepmother, stepfather, husband, wife, son, daughter, stepson, stepdaughter, brother, sister, domestic partner or any other person sharing a comparable relationship resulting from a registered domestic partner relationship), the employee shall be granted five (5) workdays of special leave.

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

16.2.3. Other Deaths. An employee may request authorization by the General Manager or his/her designee for special leave involving deaths other than those listed in paragraphs 16.2.1 and 16.2.2 above where the employee considers special leave justified.

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

16.2.5. Jury Duty. An employee shall be granted necessary special leave for jury duty as detailed in an appropriate summons or order. Employees shall be required to request "phone notice" where a court permits such action. Where a court grants "phone notice" and the employee can work while waiting for a call from the court, the District will provide such employees with a beeper/pager when necessary. Where the employee cannot comply with court requirements of appearance in a timely fashion if they report to work, the employee shall not be required to report for work until released by the court to do so. It is understood that once that release is granted, the employee must then report to work as soon as possible and work the remainder of his/her regularly scheduled assigned shift.

- 16.2.6. Court Appearance. An employee subpoenaed to appear before a court or other public body on any matter not related to his/her work shall be granted special leave for such purposes; provided, however, that such leave shall not be granted if the employee is the plaintiff or defendant or if the court appearance is for domestic relations matters.
- 16.2.7. Military Physical Examination. An employee shall be granted special leave to take a required military physical examination.
- 16.2.8. Military Leave. The District shall grant military leave in accordance with applicable laws of the State of California.
- 16.2.9. Voting Time. An employee who is eligible to vote in primary and general elections shall be granted special leave, when required, not to exceed two (2) hours, at a time when the polls are open, in accordance with California State Law.
- 16.2.10. One Day Special Birthday Float. Each employee shall be granted special leave for his/her birthday based on the employment status of that employee, not to exceed a total of 8 hours within the payroll year of his/her birthday. The District will make every reasonable effort to accommodate an employee's request for a specific special leave day off, subject to the operational needs of the District.
- 16.2.10.1. Eligible employees shall request and use the One Day Special Leave no later than the last day of the last full pay period in the calendar year.
- 16.2.10.2. If the one day special birthday float is no used prior to this date it shall be forfeited.
- 16.2.10.3. Use of the one day special birthday float after the last day of the last full pay period will be charged against the following year.
- 16.2.11. Blood Donations. Consistent with District operating requirements, employees shall be granted special leave of two (2) hours for giving blood donations to the District, Union, accredited hospital or Red Cross blood banks.
- 16.3. Job Injury Leave.
- 16.3.1. Eligibility. Job injury leave shall be granted an employee who is unable to report to work following an injury or industrial disease which arises out of and during the course of his/her employment, provided that:
- 16.3.1.1. Requests for leave are accompanied by a statement from a District panel physician indicating the nature of the injury

and an estimate of the time the employee will be incapacitated for work; and

- 16.3.1.2. The reported injury or disease is accepted as industrial by the District's Third Party Workers' Compensation Administrator.
- 16.3.2. Compensation. When a job injury leave is authorized, the District will grant paid leave or supplement payments made by the Workers' Compensation Insurance Administrator so that the employee will suffer no loss in his/her regular pay for a period not to exceed 480 total hours of each such injury. When lost time exceeds 480 total hours, the employee may choose to receive Workers' Compensation Insurance only, or he/she may choose to use sick leave and/or vacation leave which he/she has to his/ her credit to supplement his/her compensation payments so that he/she will suffer no loss in his/her regular pay until such sick leave credit is exhausted.
- 16.3.3. Designation of Employee Personal Physician. Notwithstanding the above, pursuant to and consistent with applicable law, an employee may seek treatment from his/her personal physician. However, to provide a safeguard against abuse, the employee shall make every reasonable effort to be evaluated by a panel physician within 48 hours of the injury.
- 16.3.4. Reemployment Preference After Job Injury. A former permanent employee of the District currently not a District employee as a direct result of disabling job injury shall be granted reemployment preference as follows:
- 16.3.4.1. An employee who has recovered sufficiently in the opinion of a District-selected physician to resume his/her former duties shall be offered the first vacant position in the employee's former classification.
- 16.3.4.2. An employee as described above or an employee who has been rehabilitated and retrained for another occupation because of a disabling job injury who has been placed on a District employment list and is eligible for consideration for a position shall be selected to the first vacant position.
- 16.3.5. The preference described above shall be in effect for a period of two (2) years beginning with the date that the employee is determined to be rehabilitated, or a total of four (4) years from the date of termination, whichever is less. The preference shall be absolute unless:
- 16.3.5.1. Mandatory selection or reinstatement of another person is required by the Civil Service Rules, the Retirement Ordinance, or law; or
- 16.3.5.2. The General Manager determines that selection for a specific

position would be contrary to the interests of the District.

Article 17. UNPAID ABSENCES

17.1. General Provisions.

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

17.1.2. There shall be no loss of vacation or sick leave credits for leaves without pay of twenty (20) workdays or less in a calendar year; thereafter, there shall be no accumulation of vacation and sick leave credits for any workday of unpaid leave. All leave without pay except unpaid sick leave is deducted from an employee's service when computing retirement credits.

17.1.3. Insurance benefits at District expense for employees on unpaid sick leave may be terminated after eighteen (18) months of unpaid sick leave.

17.2. Parental Leave. Leave of absence without pay shall be granted for the birth or adoption of a child or for the serious health condition of a child, parent, or spouse, in accordance with the Family Medical Leave Act (FMLA). Leave of absence without pay shall be granted to an employee for a parental absence subject to the foregoing general provisions. Consideration of the commencement, length and duration of maternity leave shall include review of the report or recommendations of medical authority acceptable to the District.

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

Article 18. INSURANCE BENEFITS

18.1. Health Insurance. The District shall provide health plan coverage to eligible employees and dependents as follows:

18.1.1. Kaiser Foundation Health Plan. The District shall provide for Kaiser health plan coverage and shall continue to pay the cost of premiums for employees and dependents enrolled, including increases in the cost of premiums which may occur during the term of this Memorandum.

18.1.2. Association of California Water Agencies-Blue Cross (ACWA-BC). The District shall provide for ACWA-BC health plan coverage and shall continue to pay partial costs of premiums for employees and dependents enrolled. All scheduled increases in premiums during the term of this

Memorandum shall be paid in part by the District and the remainder shall be paid by employees by payroll deduction. The District shall continue its past practice and increase its contribution toward premiums for each class of coverage except the amounts shall not exceed the dollar value of an 8% premium increase annually for the Kaiser Health Plan which are effective during the term of this Memorandum.

- 18.1.3. Health Net California. The District shall provide for Health Net California health plan coverage. The District shall contribute toward premiums of each class of coverage under the Health Net California health plan amounts not to exceed the amounts contributed by the District toward the comparable class of coverage under the ACWA-BC health plan. Employees enrolled shall pay the remaining costs by payroll deduction. Increases in premiums which may occur during the term of this Memorandum shall be paid in the same manner as described in Section 18.1.2, but in no event shall District contributions exceed the dollar amounts paid by the District toward each class of coverage under the ACWA-BC health plan.
- 18.1.4. Foundation Health Plan. The District shall provide for Foundation Health Plan coverage. The District shall contribute toward premiums of each class of coverage under the Foundation Health Plan amounts not to exceed the amounts contributed by the District toward the comparable class of coverage under the ACWA-BC health plan. Employees enrolled should pay the remaining costs by payroll deduction. Increases in premiums which may occur during the term of this Memorandum shall be paid in the same manner as described in Section 18.1.2., but in no event shall District contributions exceed the dollar amounts paid by the District toward each class of coverage under the ACWA-BC health plan.
- 18.1.5. If an employee receives medical insurance coverage through their spouse or partner and elects not to receive District-paid medical insurance coverage, the employee shall receive \$150 per month (\$69.23 per pay period) in addition to their regular pay. The additional money will be included in the employee's regular paycheck. In no case may an employee receive the additional money in the absence of insurance coverage through their spouse or partner. If federal or state legislation is enacted which will impact the District's health plans or practices, the parties will reopen negotiations to the extent necessary to comply with the mandatory provisions of any legislation.
- 18.2. Life Insurance. The District shall pay the cost of employee premiums in the existing group life insurance plan. The face value of the basic life insurance shall be one and one-half times the employee's annual salary rounded to the nearest \$1,000. This includes double indemnity for nonoccupational accidental death and dismemberment according to scheduled benefits. Increases in costs which may occur during the term of this Memorandum shall be borne by the District.
- 18.3. Dental Insurance.

- 18.3.1. The District shall continue to pay the cost of premiums for those employees and eligible dependents enrolled in the group insurance plan with Delta Dental and to provide 100 per cent basic coverage (50 percent prosthodontics), to a maximum benefit of \$2000 per year with a deductible of \$15 for the employee and eligible dependents up to a maximum of three (3) such deductions per family unit per year. Increases in costs which may occur during the term of this Memorandum shall be borne by the District.
- 18.3.2. The District shall provide for orthodontic benefits and coverage for all eligible employees and dependents. Such coverage will be 50/50 co-insurance with a three thousand (\$3000) dollar lifetime maximum per patient with no deductible. Also, the Union agrees that any increase in orthodontic premiums will be paid for by each individual employee during the term of this Memorandum, notwithstanding any other language. Employees hired on or after July 1, 1985, will have a one-year waiting period for orthodontic coverage without claims.
- 18.4. Disability Insurance. The District agrees to continue the existing salary continuation plan (a voluntary group long-term disability insurance) and to pay the full cost per month toward the premium for each employee beginning September 1, 1994.
- 18.5. State Disability Insurance (SDI). Employees represented by Local 444 will have the SDI premiums deducted from their individual salaries. When an employee is covered by SDI, the District will, in addition to SDI payments that an employee receives, grant each employee four (4) hours of paid sick leave (if such sick leave credit has been accumulated by that employee) for each workday he/she receives SDI payments.
- 18.6. Insurance Providers/Self-insurance. Except for the Kaiser Foundation Health Plan, the District may change or eliminate the carriers or providers of any of the benefits set forth in this Article or self-insure (provided that there is no decrease in benefit levels), and provide an equivalent plan under Sections 18.1, 18.2, 18.3, and/or 18.4, set forth above, provided the Union is notified in writing prior to such change. Upon written request, the District will consult with the Union concerning such change. Whenever any insurance carrier refuses to provide coverage for any specific benefit or proposes an increase in its premium of more than twenty percent (20%), the District, after consultation with the Union, may change carriers or benefits as long as a good faith, reasonable effort is made by the District to provide comparable available benefits.
- 18.7. Effective January 1, 2001, the District shall pay the cost of premiums for those employees and eligible dependents enrolled in the group Vision Service Plan, Plan B with \$10 co-payment. Increases in costs which may occur during the term of this Memorandum shall be borne by the District.

Article 19. SUPPLEMENTAL BENEFITS/SALARY REDUCTION PLAN/401(K)

19.1. Supplemental Benefits Program.

- 19.1.1. The District will make payments for full-time status and probationary

employees under IRS Code Section 125 in the amount of \$605 for each calendar year of this contract, beginning January 1, 1998.

- 19.1.2. Maximum Reimbursement Amounts. The maximum annual amount that may be deducted from the employee's annual salary for reimbursement of non medical dependent care expenses is \$5,000, minus the District's contribution. The maximum amount that may be used for reimbursement for personal and dependent medical expenses is \$5,000, plus the District's contribution.
 - 19.1.3. Full time or probationary employees will be eligible for supplemental benefits upon hire; however, benefit payments will be delayed for six (6) months.
 - 19.1.4. Program payments shall begin after the first quarter of each year and shall be made quarterly (or semi-annually or annually at the employee's option to be determined during each annual election) within thirty (30) days after the end of each quarter. For those who elect to receive cash on a taxable basis, a lump sum amount will be paid after the first quarter of the year.
 - 19.1.5. The District may, after consultation with the Union, add or delete for future calendar years any IRS Code Section 125 - approved benefits.
 - 19.1.6. A third party administrator will administer the program, including making payments or reimbursements provided for by the program and IRS Code provisions.
- 19.2. Salary Reduction Plan.
- 19.2.1. The District shall establish a salary reduction plan as provided by Section 125 of the Internal Revenue Service Code permitting employees to designate a portion of their annual salary to be withheld and subsequently used to provide pre-tax reimbursement for verified medical and dependent care expenses, subject to the rules of the IRS and governing regulations.
 - 19.2.2. The maximum annual amount that may be deducted from the employee's annual salary for reimbursement of nonmedical dependent care expenses is \$5,000 minus the District's contribution. The maximum amount that may be used for reimbursement for personal and dependent medical expenses is \$5,000 plus the District's contribution.
 - 19.2.3. All medical and dependent care expenses for which reimbursement is required must comply with the requirements of the IRS Code.
- 19.3. 401(k) Plan. The District will include employees represented by the Union in a 401(k) plan provided that continuation of the plan is dependent upon the final determination of the rules for discrimination testing by the Internal Revenue Service (IRS). If the rules of the IRS code are likely to adversely affect the members of the District's existing 401(k)

plan, then the plan will be terminated and the parties will meet and confer on possible alternative programs.

19.4. Deferred Compensation Administrative Fees.

19.4.1. Eligibility for 401(k) Plan. Employees who work in classifications represented by Local 444, ~~with the exception of LT/TC employees who do not have civil service status,~~ are eligible to participate in the District's 401(k) deferred compensation program in accordance with IRS rules, regulations, and District procedures.

19.4.2. Eligibility for 457. All employees who work in classifications represented by Local 444 are eligible to participate in the District's 457 deferred compensation program in accordance with IRS rules, regulations, and District procedures.

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

19.4.4. Deferred Compensation Committee Participation. Local 444 shall be provided formal and equitable participation in the 401(k)/457 deferred compensation committee as determined by the committee.

19.5 Exclusions.

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

Article 20. EXAMINATIONS

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

20.2. Inspection of Examinations.

Consistent with District operating requirements and with the provisions of Civil Service Rules, employees participating in District Civil Service examinations shall be permitted reasonable time during working hours, without loss of time or pay, to inspect their examination papers.

20.3 Internal Promotions. The purpose of this section confirms our discussions and agreements

to enhance the promotional opportunities for District employees.

- 20.3.1. The District's Affirmative Action Plan will establish job groups and set goals within job groups only for females, African-Americans, Asians, and Hispanics where underutilization exists. The Affirmative Action Office reduced the number of job groups from 33 to 21 when the Qualified Transfer program was established in 1994. The Union will be advised of changes in the number of job groups when the Affirmative Action Plan is periodically revised.

In the event that a recruitment is being conducted for a position in which there exists underutilization in all four of the protected groups, to meet the affirmative action goals the internal applicant pool must meet a minimum of three of the protected group goals; where there exists underutilization in three of the protected groups, the applicant pool must meet at least two of the protected group goals; and if one or two protected groups are underutilized, the applicant pool must meet the goals for both protected groups.

- 20.3.2. Regular employees who have completed probation in at least one classification may submit an application for transfer to a class at any time and subsequently be tested when the examination is conducted.
- 20.3.3. In determining if an examination will be administered on a closed promotional basis (feeder model), underutilized groups in the internal pool must be represented at 85% of their availability for entry through journey-level classes and 80% of their availability for supervisory and managerial classes.
- 20.3.4. The feeder model will generate only a qualified transfer list when the feeder model meets the affirmative action goals and feeder pool size is sufficient to generate a minimum of three (3) eligible candidates after testing, based upon appropriate statistical and historical data.
- 20.3.5. When the feeder model does not meet the above criteria, internal and external recruitments will be conducted simultaneously. Both an open eligible list and a qualified transfer list will be established from those candidates who are successful in the examination process. All regular employees with District status who pass the examination will be placed on the Qualified Transfer list in rank order by final score. All other successful candidates will be placed on the Open Eligible List. A successful candidate will be placed on only one list. The entire ranked Qualified Transfer List will be certified to the appointing authority along with the top three (3) ranks of the Civil Service List. A hiring supervisor may make a selection from any employment list certified; however, if the hiring supervisor elects to interview only from the Open Eligible List, (s)he must also interview any successful candidate on the Qualified Transfer List whose final score would have placed the employee among the top three ranks overall. If the hiring

supervisor elects to interview only from the Qualified Transfer List, (s)he must interview the top three ranks and may consider all employees on the list.

This competitive selection process replaces the prior 2.75% salary range transfer requirement and allows employees to compete for promotional transfers throughout the District, provided they meet the minimum qualifications of the class.

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

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

The District may also administratively transfer employees between classifications at the same salary level providing the employee meets the minimum qualifications.

20.4. Duration of Eligible Lists.

20.4.1. The duration of the employment Eligible Lists shall be one (1) year unless extended, at the District=s discretion, for up to one (1) additional year. All existing lists may be extended for up to one (1) additional year rather than extended for six (6) months and all new lists may be extended for one (1) additional year.

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

Article 21. REASSIGNMENT/SENIORITY BIDDING PROGRAM

21.1. Eligibility.

21.1.5. This program will apply to all regular, full time, civil service positions that become vacant within the Distribution Maintenance and Pipeline Construction Divisions in the following five classifications or successor classifications:

- a. Water Distribution Plumber (Senior II's)
- b. Water Distribution Plumber III
- c. **Water Distribution Plumber IV**
- ed. Water Distribution Crew Foreman
- de. Truck Driver II (Sludge Truck Driver)
- ef. Heavy Equipment Operator

21.1.6. For purposes of this program, a vacant position is defined as a position which has become open and which the District plans to fill.

21.1.7. All regular, full time employees are eligible to participate in this program provided they:

- a. Have five or more years of District seniority on January 1 of each year.
- b. Have satisfactorily completed the probationary period for their current classification (civil service status in current classification).
- c. Have completed the District training programs (**e.g., Plumber I/II/III**) for their current classification.
- d. Have not had any disciplinary actions or documents in their official personnel file within the past three years.

(Note: Letters and memos placing an employee on the sick leave verification program shall not be considered as disciplinary documents.)

21.2. Procedure.

21.2.1. During the month of November, eligible employees in the above classifications may elect to place their names on the Maintenance Department's Reassignment/Seniority Bidding Lists (i.e., North, South, East, Central, Maintenance Services, and PCD) for up to three locations.

21.2.2. When an employee waives an offer of reassignment, his/her name will be removed from that list.

21.2.3. The Maintenance Department's Reassignment/Seniority Bidding Lists, except where Affirmative Action considerations are necessary, shall be effective for each calendar year beginning January to fill all vacant regular, full time civil service positions in the above classifications.

21.2.4. The most senior (utilizing District seniority) eligible employee shall be

appointed to a vacant regular, full time civil service position (per the predesignated list) provided the District's Affirmative Action Program and goals will not be adversely affected, and, if the employee is leaving a classification in Pipeline Construction Division, PCD must have a majority of the remaining employees with five or more years of District seniority.

- 21.2.5. After filling the first vacant position, up to two (2) subsequent related vacancies will be filled by use of the Maintenance Department's Reassignment/ Seniority Bidding Lists. Additional vacant positions may be filled by use of appropriate District Civil Service Lists.
- 21.2.6. Appropriate District Civil Service Lists will be used to fill vacant positions when the District's Affirmative Action Program and goals will be adversely affected, or if the majority of the remaining employees in the Pipeline Construction Division in his/her classification do not have five or more years of District seniority.
- 21.2.7. **In the event that a vacancy occurs that requires a specific classification level (e.g., Plumber III) incumbent, and no incumbent is on the reassignment list, the District reserves the right to reassign employees to such vacancies as needed; provided, however, that selection of an individual for such reassignment is based on District seniority among volunteers, then on reverse District seniority.**
- 21.2.8.** The interpretation of and/or the application of the provisions of this Article are not grievable under this Memorandum or under any appeal procedure.

Article 22. GRIEVANCE PROCEDURE

- 22.1. Intent. The District and the Union recognize the necessity for speedy and equitable adjustment of all complaints as close as possible to the point of origin. Whenever possible, grievances should be settled with supervisors in the department/division where the grievance originates. It is the intention of the District and the Union to eliminate unnecessary grievances, and to promptly and equitably adjust all those grievances which are meritorious.
- 22.2. Definitions.
- 22.2.1. Grievance.
- 22.2.1.1. A grievance is any dispute between the District and an employee or group of employees concerning the interpretation or application of this Memorandum; or the interpretation or application of rules or regulations governing personnel practices or working conditions; or the practical consequences of a District Rights decision on wages, hours and other terms and conditions of employment.

- 22.2.1.2. A dispute over the terms of this Memorandum of Understanding, or over the terms of rules or regulations governing personnel practices or working conditions, or over the terms of a District Rights decision on wages, hours and other terms and conditions of employment shall not constitute a grievance. The Union may file a grievance on behalf of specified unit members if the alleged violation involves unit members in more than one work unit. If the grievance involves employees in only one division, the grievance shall be filed with the Division Manager at Step 1. If the grievance involves employees in more than one (1) division, the grievance shall be filed with the Manager of Employee Relations at Step 1."
- 22.2.1.3. A dispute over the terms of this Memorandum of Understanding, or over the terms of rules or regulations governing personnel practices or working conditions, or over the terms of a District Rights decision on wages, hours and other terms and conditions of employment shall not constitute a grievance.
- 22.2.2. Immediate Supervisor. The person from whom an employee receives his/her work assignments, such as Wastewater Shift Supervisor, General Pipe Foreman, Plant Electrical Maintenance Supervisor and Equipment Foreman.
- 22.2.3. Work Unit Supervisor. The highest supervisor within the employee's work unit, such as the Area Superintendent, Mechanical Supervisor, Plant Maintenance Superintendent, Wastewater Treatment Superintendent, Superintendent, Pardee Section, and Superintendent, Aqueduct Section.
- 22.2.4. Limited Civil Service Examination Grievance Procedure. A separate grievance procedure is included in Section 22.6 of this Article to cover grievances arising out of any Civil Service examination challenge up to and including the establishment of a register.
- 22.3. Suspension and Discharge.
- 22.3.1. Any employee may be suspended for just cause. Before imposing the suspension, the supervisor shall advise the employee that the subject of suspension will be discussed and that the employee may be accompanied by a representative. Upon such suspension, the supervisor shall notify the employee in writing, of the reason for and duration of the suspension. An employee ordered to leave his/her work for disciplinary reasons shall, before leaving the District premises, have the right to consult with his/her Union steward or officer.
- 22.3.1.1. Consultation with a Union steward or officer will not be

required where the supervisor removes any employee from the premises in cases involving violence, willful destruction of property, or to prevent injury to himself/herself or others. The supervisor shall promptly notify the Union steward or officer of the action taken, the reasons for and duration of the suspension.

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

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

22.4. Civil Service Appeal. The employee, with or without his/ her designated representative, shall have the right to appeal a suspension or discharge either in accordance with the Grievance Procedure by sending a completed grievance form to the Division Manager via the work unit supervisor, or in accordance with Civil Service Rule XIII, APPEALS, but in no case under both.

22.5. Procedural Steps.

22.5.1. Step 1. Informal Discussion/Filing of Grievance Statement

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

- 22.5.1.1.1. The PE-105 shall contain the following information: (1) a statement of the grievance and all relevant facts; (2) specific provision(s) of the Memorandum of Understanding allegedly violated; and (3) the remedy sought.
- 22.5.1.1.2. The supervisor shall discuss the matter with the employee, the work unit supervisor, and any others who should be directly involved and attempt to arrive at a solution. The supervisor shall provide a written answer to the employee that sets forth the supervisor's rationale and decision within five (5) workdays of receipt by the supervisor of the written Form PE-105. The decision of the immediate supervisor shall be applicable only to the grievance being reviewed and considered.

22.5.1.2. Alleged Unlawful Discrimination

- 22.5.1.2.1. If an employee is seeking redress from an action, decision, policy, or condition that he/she believes discriminated against him/her to the extent the applicable law prohibits such discrimination by reason of his/her race, religious ~~creed~~, color, ~~ancestry~~ ~~creed~~, age, marital status, national origin, sex, sexual orientation, ~~political affiliation~~, physical or mental ~~handicap~~ **disability (including HIV and AIDS), or medical condition (cancer or genetic characteristic)**, the employee shall first discuss his/her complaint with his/her immediate supervisor; provided that an employee may alternatively discuss their complaint informally with the Affirmative Action Officer. **If an employee is seeking redress from an action, decision, policy or condition that** ~~If the discrimination is~~ **he/she** believes ~~to be because of~~ **a result of** union activity, then the grievance ~~is~~ **shall be** filed with the Manager of Employee Relations.
- 22.5.1.2.2. If the grievance is not settled through informal discussion and the employee desires further review, a completed and written EEO Discrimination/Harassment Complaint Form must be submitted to the Affirmative Action

Officer within twelve (12) workdays from the initial date he/she knew or could reasonably have known of the act or omission causing the complaint. The complaint will be processed in accordance with the EEO

Discrimination/Harassment Complaint Procedure 5.05. The Affirmative Action Officer is the final District review level of EEO complaints. If the complaint as described in the EEO Discrimination/ Harassment Complaint Form remains unresolved, the grievant may submit the grievance directly to binding arbitration as described in Section 22.5.3.2.

22.5.1.2.3. If the discrimination is believed to be because of union membership, non-membership, or any lawful union activity, then the grievance is filed with the Manager of Employee Relations.

22.5.2. Step 2. Board of Adjustment

22.5.2.1. If the employee is not satisfied with the Step 1 written response from his/her immediate supervisor or the Affirmative Action Officer, the employee must submit the completed Form PE-105, "Statement of Grievance", to his/her Division Manager within twelve (12) workdays of the Step 1 written response.

22.5.2.2. A Board of Adjustment meeting will be held within ten (10) workdays of the receipt of the Form PE-105 by the Division Manager. In all grievances except those involving suspension without pay or discharge, the Board of Adjustment shall be comprised of the Division Manager and the ~~Director of Human Resources~~ **Manager of Employee Relations** or his/her delegate and not more than two representatives from the bargaining unit. The ~~Director of Human Resources~~ **Manager of Employee Relations** or his/her delegate will chair the Board of Adjustment. In all grievances that involve suspension and/or discharge, the Department Manager will replace the Division Manager. No relatives of the grievant or members of the grievant's household may sit on a Board of Adjustment for either of the parties. **In addition, an individual named in a grievance resulting from a disciplinary action or alleging harassment will not be eligible to serve on the resulting**

Board of Adjustment, with the exception of Employee Relations staff.

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

22.5.3. Step 3. Binding Arbitration.

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

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

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

- 22.5.3.3.1. The arbitrator's hearing shall be formal and conducted in accordance with usual administrative practices, including recording of proceedings by certified reporter and testimony given under oath. If a transcript of the proceedings is ordered by either party, each party shall pay for its own copies.
- 22.5.3.3.2. The arbitrator shall in no case make any recommendations:
1. contrary to, or inconsistent with or modifying or varying in any way, the terms of the Memorandum, or the terms of rules or regulations governing personnel practices or working conditions;
 2. inconsistent with the District's duties, responsibilities or obligations particularly with regard to public health and safety and including the Municipal Utility District Act or any other State or Federal law to which the District is subject;
 3. concerning the grievance of any employee who has elected to process a grievance through any other appeal procedure established by the District;
 4. ordering any wage increase or decrease;
 5. ordering the payment of back wages for more than six (6) months prior to the date a written grievance is filed;
 6. reversing, overruling, or otherwise modifying any District decision or omission except after finding (a) the District decision violated some express provision of the Memorandum or rules and regulations governing personnel practices or working conditions; or (b) the District decision or omission was under the circumstances arbitrary, capricious or discriminatory.
- 22.5.3.3.3. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. The District shall have no obligation to compensate

employees, with the exception of the aggrieved in other than suspension or discharge cases, for time lost during arbitration proceedings, except when any employee is requested by the District to participate in such arbitration proceedings.

22.5.3.3.4. The expenses of the arbitrator shall be shared equally by the District and the Union or employee, as appropriate.

22.6. Procedural Steps for Limited Civil Service Examination Grievance Procedure.

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

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

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

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

22.6.1.3.1. The Manager of Human Resources shall provide a written answer to the union setting forth his/her decision and rationale within five (5) working days of receipt of the PE-105.

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

22.6.2.1. Selection of Arbitrator and Scheduling of Hearing. Within five (5) working days of the Union's notice to the Director of Human Resources, an impartial arbitrator shall be jointly selected from the following list, by mutual agreement or by

the alternate striking of names:

(To be established through future discussions.)

- 22.6.2.2. The hearing shall be held with 10 working days of the arbitrator's selection. If the arbitrator has no available date within 10 working days, another arbitrator shall be selected until an arbitrator can be found who is available with the 10 working days time limit.
- 22.6.2.3. Pre-Hearing Submission and Conduct of the Hearing.
- 22.6.2.3.1. The District and the Union shall each submit three (3) calendar days prior to the hearing a pre-hearing statement to the arbitrator, with a copy to the other party, outlining its position and appending whatever exhibits it wishes to present.
- 22.6.2.3.2. Unless the parties mutually agree to the contrary, each party shall have up to two (2) hours to present its case, but may reserve up to one-half (2) hour of such time to respond to the other party's presentation. The presentation may be made by way of statement by the party's representative, presentation of witnesses or both, but the hearing shall be informal and rules of evidence shall not apply. No transcript or recording shall be kept.
- 22.6.2.4. Decision. The arbitrator shall issue a written award within three (3) working days after the close of the hearing. During this period, the arbitrator may convene the parties for up to an additional two hours if the arbitrator wishes to raise additional questions. The award shall be final and binding.
- 22.6.2.5. Costs. The fee and expenses of the arbitrator shall be shared equally by the parties.

22.7. Election of Remedies.

- 22.7.1. It is the intent of the parties that this Grievance Procedure shall be the exclusive remedy for the resolution of grievances as defined in Section 22.5.
- 22.7.2. It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any

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

- 22.8. Waiver of Steps and Time Limits. Except when otherwise provided, all steps of the grievance procedure shall be utilized unless a waiver of one or more steps is mutually agreed upon in writing. If the employee or the Union fails to process a grievance within specified time limits, the grievance shall be deemed concluded on the basis of the last decision reached, unless an extension of time limits is mutually agreed upon by the parties in writing. If the District fails to respond within the specified time limits, the grievant may appeal to the next step, within the specified time limits.
- 22.9. Suspension of the Grievance Procedure. If this Memorandum is violated by the occurrence of a strike, work stoppage, other interruption or impeding of work in violation of Article 24, no grievance shall be processed while such violation continues. The Grievance Procedure outlined herein shall not be applicable to grievances arising in the period between the termination of this Memorandum and the effective date of its successor.

Article 23. PERSONNEL FILES

- 23.1. Review of Employee Personnel File. Employees shall have the right to review their personnel files pursuant to applicable state law. No information shall be placed in an employee's personnel file without the employee receiving a copy of the information. The employee shall have the right to respond to any such material. Medical information shall be forwarded to an employee's medical doctor upon written request.
- 23.2. Confidentiality.
- 23.2.1. Employee personnel files shall be held in strict confidence by the District and shall be subject to inspection only by officials of the District acting on official District business, the employee, or Union officials, in accordance with the employee's written instructions (which shall be filed in the personnel file), or as otherwise required by law (such as by subpoena).
- 23.2.2. In the event that a business inquirer, creditor, or other person contacts any District supervisor to obtain job reference information on any former or current District employee, the information given out shall be limited to verification of employment, length of employment, and verification of salary range if the person inquiring first states a salary in the correct range to the District.

- 23.3. Disciplinary Documents. All disciplinary documents in an employee's personnel file (with the exception of suspension letters), will be removed from the file three (3) years after date of issuance at the request of the affected employee. Letters of suspension will be removed after three (3) years, at the request of the employee, if no additional written disciplinary action (reprimand or suspension) has been imposed within the three (3) year period following the initial suspension. There must be a three (3) year period without any documented disciplinary action before a suspension letter will be removed from the employee's personnel file.
- 23.4. Counseling Memos. Counseling memos will be removed from a supervisor's file after one (1) year ~~unless the employee has not corrected the work performance or work behavior that led to the counseling memo and has received another counseling memo or been disciplined.~~ Supervisors may specify time frames shorter than one (1) year for removal of counseling letters from the supervisory file.

Article 24. INTERFERENCE WITH WORK

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

Article 25. LIMITATIONS ON DISCIPLINE

District will not transfer an employee to another work location for disciplinary reasons.

Article 26. SAFETY

- 26.1. Safe Working Conditions. Both the District and the Union agree to comply with all Federal and State health and safety laws and standards applicable to the District and shall devote every effort to ensure that all work is performed in a safe manner consistent with the requirements of the work to be performed.
- 26.2. Union Members on District Committees. The Union shall designate two (2) representatives as permanent members of the District General Safety Committee. The Union may select two representatives to participate on each subcommittee. The subcommittee members chosen must work on shifts that coincide with the hours that the subcommittee meets. The parties will meet within one (1) year from ratification of this agreement in order to decide whether this committee will continue and/or whether the Central Safety Committee will assume the purposes.
- 26.3. Medical Tests on Employees. It is understood that information pertaining to accidents or injuries is confidential. It is also understood that, where employees are exposed to carcinogens or other harmful substances which exceed the threshold limit values, medical monitoring is required. The District will produce medical monitoring records upon

demand of the employee or an authorized Union representative. The District will provide other medical test information to authorized Union representatives only with the express written consent of the involved employee.

- 26.4. Results of Government Inspections. The District will provide Local 444 with Cal/OSHA notices, postings, accident investigation reports, citations, hearing decisions and other documents which, by law, require the District to take action. It is understood the above sentence applies only to work areas and District employees which specifically are within the representation jurisdiction of Local 444.
- 26.5. Accident Records. The District will provide the Union with quarterly reports on employee job injuries and employee vehicle accidents by the end of 1988. The District will also provide the Union with Cal/OSHA 200 Reports.
- 26.6. List of Substances and Processes. The District, in compliance with the State General Safety Orders, maintains Material Safety Data Sheets on special hazardous substances and processes. Upon request of the Union, the District will supply it with a list of all chemicals, etc., for which it has such data sheets. Additionally, upon request, it will also provide specific Material Safety Data Sheets.
- 26.7. Safety Committee. A Joint Union-Management Safety Committee shall be established with up to two (2) Union and two (2) management representatives and shall meet on a quarterly basis.
- 26.8. No Smoking. Smoking is prohibited in any District building or District vehicle. Smokers will be accommodated by designating smoking areas outside away from building entrances and air intakes.

Article 27. PROBATIONARY PERIOD

There shall be a twelve (12) month probationary period for all newly hired employees in technical and skilled crafts job classifications. All other probationary periods shall be six months in length. For purposes of this article, the following job classifications shall be considered technical/skilled craft:

Automotive Maintenance Worker III		Heavy Equipment Maintenance Wkr.
Automotive Mechanic	III	
Carpenter		Heavy Equipment Mechanic
Carpentry Worker I		Heavy Equipment Operator
Carpentry Worker II		Heavy Forklift Operator
Carpentry Worker III		Heavy Transport Operator
Crane Operator		HVAC Mechanic
Diesel Power Plant Operator		Hydroelectric Power Plant Mechanic
Electrical Worker I		Hydroelectric Power Plant Oper. I
Electrical Worker II		Hydroelectric Power Plant Oper. II
Electrical Worker III		Instrument Technician
Electrician		Instrument Worker I
Electronic Technician		Instrument Worker II
General Equipment Mechanic		Instrument Worker III

Machinist Maintenance Worker III	Painting Worker III
Maintenance Machinist	Paving Crew Foreman
Maintenance Specialist I	Pipeline Welder I
Maintenance Specialist II	Pipeline Welder II
Maintenance Specialist III	Pipeline Welder III
Materials Specialist	Plant Maintenance Worker III
Mechanical Maintenance Worker I	Plant Maintenance Mechanic
Mechanical Maintenance Worker II	Treatment Plant Specialist
Meter Mechanic I	Truck Driver II
Meter Mechanic II	Wastewater Plant Operator Trainee
Meter Mechanic/Backflow Tester	Wastewater Plant Operator I
Painter	Wastewater Plant Operator II
Painter Foreman	
Painting Worker I	
Painting Worker II	

Article 28. PART-TIME EMPLOYEES

- 28.1. Part-Time Employees. Part-time employees shall receive holiday, special birthday float, vacation and sick leave prorated to the amount of time worked. Part-time employees regularly scheduled to work twenty (20) hours or more will be allowed to participate in the District's medical and dental insurance plans at group rates, provided the employee pays the full cost of such plans. Part-time employees shall not be allowed to grieve disciplinary actions unless and until they gain Civil Service status.
- 28.2. Job Share Program. Job sharing occurs when two (2) employees equally share the work responsibilities of one (1) full-time position on a voluntary basis. The procedural guidelines, salaries, benefits, and other terms and conditions of employment governing employees who have been approved to participate in a job share agreement are set forth in the February, 1991, Job Sharing Report to the General Manager.

Article 29. SAFETY SHOES

- 29.1. Uniform Program. Effective August 1, 1994, the District will no longer provide uniforms to bargaining unit members except as determined by the District. The net savings from the modifications of the uniform program shall be placed in the Supplemental Benefits Program at a rate of \$180 per employee per year.
- 29.2. Safety Shoes. The District shall provide a safety shoe allowance of \$126.00 for District approved safety shoes for employees in classes included in the District safety shoe program. Effective June 1, 1995, and for the life of this contract, the allowance shall not exceed the cost of Red Wing safety shoe Models #2245 or #2243.
- 29.2.1. The shoes purchased with such allowance in the Wastewater Department shall not be allowed to be removed from District property because of health, safety and department work rules. Employees in the Paving Raker classification shall be granted the above specified

allowance twice per year towards the purchase of District-approved safety shoes.

- 29.2.2. Lastly, it is understood that any employee utilizing the safety shoe allowance must wear such shoes as part of the District uniform.

Article 30. JOB SITE REPORTING

30.1. General District-Wide. The District shall have the right to assign and reassign employees to work locations, including direct reporting to such locations, in accordance with its operational requirements.

30.1.1. The District, shall continue its past practice relating to Union r represented employees of accommodating individuals where possible, reasonable, economical, and operationally feasible. If a reasonable accommodation cannot be made then the District shall provide daily job site reporting payments in accordance with Section 30.2.3 below.

30.1.2 All employees shall have a regular assigned report site. All other circumstances shall be considered job site reporting, with the following exceptions:

- a. all day training workshops or seminars;
- b. assignment to an established District reporting facility for more than 30 consecutive working days;
- c. temporary assignments or light duty;
- d. employee-requested accommodation, in writing, to report to a site other than the employee's regular reporting location.

This does not change the existing practices in the Pipeline Construction Division, except for (a).

30.2. Distribution Maintenance and Pipeline Construction Divisions.

30.2.1. The District intends to use job site reporting for pre-scheduled pipeline installation, construction, paving projects, tract service work, and other construction installation work. In addition, other maintenance and repair work may be determined to be appropriate by the District for job site reporting. Specific projects and jobs that management has determined to be appropriate for job site reporting will be posted on appropriate District bulletin boards as soon as is reasonable and practical to do so.

30.2.2. In the Distribution Maintenance Division, crews may be assigned to job site report. Job site reporting will be rotated among crews within a Service Center as equitably as possible. Crew members may trade job site reporting assignments with supervisory approval.

- 30.2.3. The District will pay \$1720.00 per workday for each employee who is authorized or required to report directly to a District job site.
- 30.2.4. The District will make reasonable efforts to assign crews or individuals to job sites that are adjacent to their current reporting assignments. The District will also consider individual preferences for job site location and individual hardships in any job site reporting situation.
- 30.2.5. Employees authorized to drive District vehicles from their houses to District job sites shall not be eligible for the above job site reporting premiums. Job site reporting premiums shall be exclusive of shift differentials and other benefits; and such premium shall not be used for computing overtime, retirement, life insurance or any other District benefit.
- 30.2.6. When employees drive their personal vehicle to job sites and are subsequently assigned to another work location that necessitates the employee driving their vehicle, the District will reimburse the employee in accordance with Section 7.9, for transportation from job site to job site. Employees will not be reimbursed mileage from home to a job site or from a job site to home.
- 30.2.7. The Union agrees to maintain records of jobs that they consider inappropriate for job site reporting and submit them to the Personnel Department on a quarterly basis. The parties agree to consult on an annual basis regarding job site reporting in order to improve the system and eliminate practices that the parties agree should be corrected.
- 30.2.8. There shall be no loss of time or pay while job site reporting due to inclement weather, equipment failure, or other reasons which may cause the cancellation of a job site reporting project.

Article 31. OTHER TERMS AND CONDITIONS

- 31.1. Term. This Memorandum shall not be effective until acted upon by the District Board of Directors and shall remain in effect from 12:01 a.m., April 284, 19972000, until midnight April 260, 20003. If at least ninety (90) days prior to that date either party shall not have served written notice by registered mail upon the other that it desires revision or modification of any designated provision or provisions contained herein, or termination of all such provisions, it shall be automatically renewed for successive periods of one (1) year.
- 31.2. No Implied Waiver. If at any time the Union or the District shall not elect to assert its rights under any provisions of this Memorandum in the event of a breach thereof, such lack of action in this respect shall not be construed as a continued waiver of any rights under the provisions of this Memorandum.

- 31.3. Construction. Except as otherwise expressly provided in this Memorandum, this Memorandum shall be interpreted in a manner consistent with the District's Employer-Employee Relations Resolution and with all written District policies and procedures.
- 31.3.1. It is understood and agreed that where provisions of this Memorandum make necessary the adoption, amendment or revision of District Civil Service Rules, Policy & Procedure Statements or other rules or regulations, the District will prepare proposed amendments and revisions to rules, policies or procedures to conform with the provisions of this Memorandum.
- 31.4. Savings Clause and Future Negotiations. Should any part of this Memorandum, or any provision contained herein, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of any court of competent jurisdiction, such invalidation of such part or portion of this Memorandum shall not invalidate the remaining portions thereof. The remaining portions or parts shall remain in full force and effect. It is mutually agreed that upon any such invalidation, the District and the Union will meet and confer with reference to the parts and provisions thus invalidated.
- 31.5. Future Negotiations and Amendment of Agreement.
- 31.5.1. The right to present any demands or proposals, whether discussed or not in the negotiations which led to this Memorandum, is hereby waived by the District and the Union, except as provided in this Memorandum.
- 31.5.2. The District and the Union agree that amendment or supplement to this Memorandum may be accomplished, insofar as permitted by law, by mutual agreement of the parties.
- 31.5.3. The parties will exclude this provision (31.5 "Zipper Clause") and separately negotiate any revisions to the Civil Service Rules during the term of this MOU.
- 31.6. Successor Clause. In the event Local 444 elects to merge with Local 2019, American Federation of State, County, and Municipal Employees, AFL-CIO during the term of this Memorandum, the District agrees to recognize the surviving union as the exclusive bargaining representative as specified in Article 1 for each of the bargaining units listed in Appendix A of this Memorandum. Further, the terms and conditions of this Memorandum shall continue to apply only to those employees in the bargaining units formerly represented by Local 444 as specified in Appendix A and shall not be applied to employees formerly represented separately by Local 2019. Similarly, none of the terms and conditions of the Memorandum of Understanding separately negotiated between the District and Local 2019 for the bargaining units formerly represented separately by Local 2019 shall be applicable to any of the bargaining units formerly represented by Local 444.

OTHER AGREEMENTS

1. Sick Leave Reduction Incentive Program: The District will amend PPS&P No. 20. Sick Leave to include the sick leave incentive program, and allow conversion of sick leave to cash or vacation for up to 8 or 16 hours per 6 months. **Employees who use eighteen (18) hours or less of their accrued sick leave during each six month period are eligible to participate. When the District implements electronic timesheets, the standard eligibility will change from eighteen (18) hours to the hour equivalent of two (2) of the employee's workdays (e.g., for an employee with a ten (10) hour workday, the eligibility standard would be twenty (20) hours).**
2. ~~Union Membership on Committees Working on Bargaining Subjects: The District will issue a memo stating that the union will appoint members of District committees when the committees are working on mandatory subjects of bargaining.~~
3. ~~Discrimination Grievances: The parties agree to schedule a meeting with the Affirmative Action Office to discuss time issues related to the investigation of discrimination grievances.~~
4. ~~Agreement on Classification Studies: The parties agree that the District will study the Oakport Facility classifications of Heavy Transport Operators operating truck mounted cranes and Truck Driver II's operating truck mounted cranes. These classification studies will be conducted in the second year of the Contract.~~
5. ~~Agreement on Emergency Response Teams: The parties agree to meet to discuss the implementation and training of the Emergency Response Teams.~~
6. ~~Job Audit: The District agrees to issue a memo to employees which states that upon receipt of an approved request for a job audit and within 15 workdays, the District will notify the employee in writing of receipt of the request and provide a projected timeframe in which the job audit will be conducted.~~
7. Management Manuals: District will provide 35 copies of the Management Manuals when available and updated.
8. Memorandum of Understanding Orientation: District **and Union** will provide **equal amounts of release time for officers and stewards to attend an** orientation to the new MOU for ~~officers and stewards~~. **The orientation will be conducted by the Union.**
9. Memorandum of Understanding Printing: District **and Union** will **pay equal amounts toward the cost of printing copies of the** purchase 400 MOU's ~~from the Union at the Union's cost~~. **The District will prepare the MOU document for printing.**

SUPPLEMENTAL AGREEMENT NO. 1
ELECTRONIC METER READING (EMR)

Recognizing the need to maintain the efficiency of District operations and to implement new technology to perform its mission, the District and Union agree that the operation of Electronic Meter Reading shall be done in a manner as to improve work quality and provide for a harmonious work environment.

- A. The District will advise and consult the Union prior to:
 - (a) Using any timing stamp, devices or code to measure the speed and/or accuracy of meter reads of any one employee or group of employees.
 - (b) Implementing revised or new standards for the safe, efficient and effective reading of meters by District employees.
- B. The District agrees to solicit and consider the comments from the Meter Reading staff during the operation of the EMR and will provide necessary training on the EMR system to insure that meter reading employees are trained and qualified to efficiently and effectively operate this equipment.
- C. Both the District and Union encourage Meter Reading employees to work in a safe manner consistent with the requirements of the work to be performed in compliance with all Federal and State health and safety laws.

~~SUPPLEMENTAL AGREEMENT NO. 2
FIXED SHIFTS IN THE WASTEWATER TREATMENT DIVISION~~

The parties agree to the following:

- ~~-1. — The District will implement fixed shifts at the Wastewater Treatment Plant not later than January 5, 1992 at 2300 hours.~~
- ~~-2. — For regular employees, all shift assignments and days off will be made on the basis of District — seniority.~~
- ~~-3. — Shift assignments and days off will be bid once each year.~~
- ~~-4. — Bidding is for shifts and days off and not for work stations.~~
- ~~-5. — The shift schedule will be reviewed jointly by the Union and the District on the third, sixth, — twelfth, eighteenth and twenty fourth months following implementation to determine if — adjustments are necessary. The reviews will be regarded as "meet and confer" obligations.~~
- ~~-6. — Superseniority — Employees elected as the President and Chief Steward of the union shall have — superseniority for bidding for shifts and days off.~~
- ~~-7. — The District will make reasonable efforts to avoid requiring employees in the Wastewater Treatment Division to work more than five days in a row after the fixed shift schedule is implemented. Occurrences of employees required to work more than five days in a row when — overtime is not required to be paid will be monitored. This issue will be discussed at the meet and — confer sessions scheduled to be held at three, six, twelve, eighteen and twenty four months — following the implementation of the fixed shift schedule.~~
- ~~-8. — The District will accommodate the President or Chief Steward of Local 444 until the fixed shift schedule becomes effective if the Union is unable to find a shift trade. However, the Union must make a reasonable effort to find a shift trade before submitting a written request for accommodation.~~

ATTACHMENT #1

ATTACHMENT #2

CERTIFICATION OF SECRETARY OF UNION

I certify that the membership dues or service charge for employees in all bargaining units is \$_____ per ____.

Date _____

Signature

Secretary of Union

Date of Delivery to District

APPENDIX A
UNITS/CLASS TITLES

LOCAL 444, AFSCME

These list of classifications include all Limited Term and Temporary Construction classes that are related to Local 444 represented classifications

PARDEE/AQUEDUCT UNIT

CARPENTRY WORKER I
CARPENTRY WORKER II
CARPENTRY WORKER III
CARPENTER
ELECTRICAL WORKER I
ELECTRICAL WORKER II
ELECTRICAL WORKER III
ELECTRICIAN
GENERAL EQUIPMENT MECHANIC
HYDROELECTRIC POWER PLANT MECHANIC
HYDROELECTRIC POWER PLANT OPERATOR I
HYDROELECTRIC POWER PLANT OPERATOR II
INSTRUMENT WORKER I
INSTRUMENT WORKER II
INSTRUMENT WORKER III
INSTRUMENT TECHNICIAN
MAINTENANCE MACHINIST
MAINTENANCE SPECIALIST I
MAINTENANCE SPECIALIST II
MAINTENANCE SPECIALIST III
MATERIALS SPECIALIST
STOREKEEPER I
STOREKEEPER II
TREATMENT PLANT SPECIALIST

WATER POLLUTION CONTROL OPERATING UNIT

DIESEL POWER PLANT OPERATOR
ELECTRICAL WORKER I
ELECTRICAL WORKER II
ELECTRICAL WORKER III
ELECTRICIAN
GARDENER I
GARDENER II
HEAVY EQUIPMENT OPERATOR
HEAVY TRANSPORT OPERATOR
INSTRUMENT WORKER I
INSTRUMENT WORKER II

WATER POLLUTION CONTROL OPERATING UNIT - continued

INSTRUMENT WORKER III
INSTRUMENT TECHNICIAN
JANITOR

MATERIALS SPECIALIST
MECHANICAL MAINTENANCE WORKER I
MECHANICAL MAINTENANCE WORKER II
PLANT MAINTENANCE MECHANIC
PLANT MAINTENANCE WORKER III
STOREKEEPER I
STOREKEEPER II
WASTEWATER PLANT OPERATOR TRAINEE
WASTEWATER PLANT OPERATOR I
WASTEWATER PLANT OPERATOR II

METER READING UNIT

METER READER I
METER READER II
METER READING FOREMAN

OPERATIONS AND MAINTENANCE DIVISION UNIT

AUTOMOTIVE MAINTENANCE WORKER III
AUTOMOTIVE MECHANIC A
AUTOMOTIVE MECHANIC B
AUTOMOTIVE SERVICES ATTENDANT I
AUTOMOTIVE SERVICES ATTENDANT II
CARPENTER
CARPENTRY WORKER I
CARPENTRY WORKER II
CARPENTRY WORKER III
CONCRETE FINISHER I
CONCRETE FINISHER II
CRANE OPERATOR
DISPATCHER
ELECTRICAL WORKER I
ELECTRICAL WORKER II
ELECTRICAL WORKER III
ELECTRICIAN
ELECTRONIC TECHNICIAN
FACILITY TECHNICIAN
FIELD RECORDER II
HEAVY EQUIPMENT MAINTENANCE WORKER III
HEAVY EQUIPMENT MECHANIC
HEAVY EQUIPMENT OPERATOR
HEAVY FORKLIFT OPERATOR
HEAVY TRANSPORT OPERATOR

OPERATIONS AND MAINTENANCE DIVISION UNIT - continued

HVAC MECHANIC
INSTRUMENT WORKER I
INSTRUMENT WORKER II
INSTRUMENT WORKER III

INSTRUMENT TECHNICIAN
JANITOR
JANITOR FOREMAN
MACHINIST MAINTENANCE WORKER III
MAINTENANCE MACHINIST
MECHANICAL MAINTENANCE WORKER I
MECHANICAL MAINTENANCE WORKER II
METER MECHANIC I
METER MECHANIC II
METER MECHANIC/BACKFLOW TESTER
PAINTER
PAINTER FOREMAN
PAINTING WORKER I
PAINTING WORKER II
PAINTER WORKER III
PAVING CREW FOREMAN
PAVING RAKER
PIPELINE WELDER I
PIPELINE WELDER II
PIPELINE WELDER III
SENIOR FACILITY TECHNICIAN
SENIOR MECHANIC
SENIOR METER MECHANIC/BACKFLOW TESTER
STOREKEEPER I
STOREKEEPER II
TRUCK DRIVER I
TRUCK DRIVER II
UTILITY LABORER
WATER DISTRIBUTION CREW FOREMAN
WATER DISTRIBUTION PLUMBER I
WATER DISTRIBUTION PLUMBER II
WATER DISTRIBUTION PLUMBER III

LAND RESOURCES UNIT

GARDENER I
GARDENER II
GARDENER FOREMAN

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