

**2009-2011  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE SPECIAL DISTRICTS DEPARTMENT  
WATER AND SANITATION DIVISION  
AND  
THE SAN BERNARDINO PUBLIC EMPLOYEES  
ASSOCIATION**

**PREAMBLE**

The parties to this Agreement affirm their mutual commitment to the goals of effective and efficient public service, high employee morale, sound, and responsible management of District business, and amicable employer-employee relations. The parties acknowledge that productivity improvement can only be achieved as a by-product to valuing people.

The parties encourage the highest possible degree of friendly cooperative relationships between their respective representatives at all levels and with and between all employees.

**RECOGNITION**

Pursuant to the provisions of the Special District's Employee Relations Ordinance and applicable State law, the San Bernardino Public Employees Association (SBPEA) is recognized as the recognized employee organization for employees in the County Water and Sanitation Division (hereinafter the Unit), previously found to be an appropriate unit by the Division Manager, Human Resources. The District hereby recognizes SBPEA as the exclusive recognized employee organization for employees in the employee classifications comprising said Unit as listed in the

Article "Salary Adjustment," hereof, as well as employees in such classes as might be added to this Unit hereafter by the District.

## **ACCESS TO PERSONNEL RECORDS**

All personnel records are confidential and access to personnel records of the employee shall be limited to the Division Manager, Human Resources, the Appointing Authority, the Board of Supervisors, or their authorized representatives. Employees currently employed by the District, and/or their representatives, designated by the employee in writing, will be allowed to review the employee's personnel records during regular business hours.

Letters of reference and other matters exempted by law shall be excluded from the right of inspection by the employee.

Negative information may be purged from the personnel records, subject to legal constraints, at the sole discretion of Human Resources or upon the request of the employee and upon approval of Human Resources and the employee shall be so notified.

Employees desiring to review such records shall make such request in writing at least twenty-four (24) hours in advance to their appointing authority, Department Head, or Human Resources as appropriate.

## **ACCESS TO WORK LOCATIONS**

The parties recognize and agree that in order to maintain good employee relations, it is necessary for Labor Relations Representatives of SBPEA to confer with the District employees during working hours.

Therefore, SBPEA Labor Relations Representatives will be granted access to fixed work locations during regular working hours to investigate and process grievances or appeals. SBPEA Labor Relations Representatives shall be granted access upon obtaining authorization from the appointing authority or designated management representative prior to entering a work location and after advising of the general nature of the business. However, the appointing authority or designated management representative may deny access or terminate access to work locations if, in their judgment, it is deemed that the visit would interfere with the efficiency, safety, or security of the District operations. The appointing authority shall not unreasonably withhold timely access to work locations. The appointing authority shall ensure that there is at all times someone designated who shall have full authority to approve access. If a request is denied, the appointing authority or designated management representative shall establish a mutually agreeable time for access to the employee.

SBPEA Labor Relations Representatives granted access to fixed work locations shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal.

The appointing authority or designated management representative may mutually establish with the SBPEA Labor Relations Representative reasonable limits as to the number of visits authorized with the same employee on the same issue, and reasonable limits as to the number of employees who may participate in a visit when several employees are affected by a specific issue. The District shall not unduly interfere with SBPEA's access right to fixed work locations.

## ACCIDENTAL DEATH AND DISMEMBERMENT

Any employee may purchase amounts of Accidental Death and Dismemberment insurance coverage for themselves and dependents through payroll deduction according to the following schedule:

EMPLOYEE COVERAGE	DEPENDENT COVERAGE	
	SPOUSE ONLY	EACH CHILD
\$10,000	\$5,000	\$3,125
\$25,000	\$12,500	\$6,250
\$50,000	\$25,000	\$12,000
\$100,000	\$50,000	\$25,000
\$150,000	\$75,000	\$25,000
\$200,000	\$100,000	\$25,000
\$250,000	\$125,000	\$25,000

The District agrees to provide these benefits subject to carrier requirements, to be administered by the County's Employee Benefits and Services Division. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the District.

New employees shall become eligible to participate in these programs upon hire. Employees must enroll within thirty (30) calendar days of becoming eligible. If employees elect not to enroll in group term life insurance within the timeframe allotted, they subsequently may only do so during an open enrollment period.

Note: All persons eligible for the foregoing programs of insurance will be covered for the insurance on the date the insurance becomes effective, or in the case where the employee is absent on the date the insurance becomes effective because of illness, the insurance will commence on the date of return to work.

## **AUTHORIZED EMPLOYEE REPRESENTATIVES**

SBPEA may designate employees as authorized employee representatives or alternates to represent employees in the processing of grievances or during disciplinary proceedings subject to the following rules and procedures:

- A. SBPEA may designate one (1) authorized employee representative from the Sanitation Division, one (1) authorized employee representative from the Water Division, and one (1) authorized employee representative from the clerical group. SBPEA shall be entitled to designate one (1) alternate for each authorized employee representative provided that the alternates shall be located at the same location as their appropriate representative.
- B. SBPEA will designate only employees who have obtained regular status.
- C. SBPEA shall file with the affected Group Administrator, Department Head, Department Human Resources Officer, and the Human Resources Division Manager, a written list of all employees designated as authorized employee representatives and alternates, such list to be kept current by SBPEA.

- D. Time spent during regularly scheduled work hours by an authorized employee representative or alternate in representing an employee shall only be compensated by the District at such representative's or alternate's base rate of pay.
- E. District vehicles and supplies may not be used. District telephones may not be used in implementing the provisions of this Article if such would unduly interfere with the efficiency, safety, or security of the District operations and result in telephone costs to the District.

## **BENEFIT PLAN**

### **Section 1 – Benefit Plan Contribution**

- A. Employees in a regular position scheduled for a minimum of forty (40) hours per pay period are eligible to receive the benefits of this Section in the amounts described in (b) below. Employees must be paid for at least one-half plus one hour of their scheduled hours in order to receive the benefits of this Section. For instance, an employee scheduled to work 80 hours per pay period must be paid at least 41 hours to be eligible for the benefits of this Section.
- B. Except as provided in Section 3, Health and Dental Plan Coverage, the bi-weekly amount of the County provided Benefit Plan for employees who participate in County sponsored health plan coverage will be as follows:

<b>Scheduled for 40 to 60 Hours</b>	<b>Scheduled for 61 to 80 Hours</b>
\$62.50	\$125.00

C. Under no circumstances will the monetary value of the Benefit Plan be prorated.

D. Employees who are on an approved medical leave of absence and whose paid hours in a pay period are less than the required number of hours designated in (a) will continue to receive the benefits of this section for up to six (6) pay periods per episode of illness or injury. Employees who are on an approved Worker's Compensation claim shall receive up to an additional fourteen (14) pay periods of Flexible Benefit Plan contributions while off work due to that work injury, provided that no employee shall receive more than a total of twenty (20) pay periods of Flexible Benefit Plan contributions while on an approved medical leave of absence. Additional illnesses or injuries occurring at or around the same time an employee is off work due to an illness or injury shall not be considered an additional, distinct episode for purposes of obtaining additional Flexible Benefit Plan contributions. For a medical leave of absence due to an illness or injury to be considered a new episode of illness or injury, the employee must have returned to his/her regularly scheduled tour of duty.

E. Employees may elect to integrate their paid leave time with State Disability Insurance (SDI). Integration of an employee's paid leave time with SDI shall be allowed on a prospective basis only. Employees who are integrating paid leave time with SDI shall receive the benefits of this Section under the following circumstances: upon election

- F. of full integration of disability payments and paid leave time, employees who are paid less than one-half plus one of their scheduled hours but have available leave balances of at least one-half plus one of their scheduled hours shall receive the benefits of this Article. Employees who are on an approved leave of absence without pay under the Family Medical Leave Act of 1993 will continue to receive the Benefit Plan dollars for up to six (6) pay periods. Employees who are on a leave of absence without pay shall not be eligible to receive the monetary benefits of this Section unless on a medical leave or a Family Medical Leave Act eligible leave.
- G. If an employee is on an approved medical leave of absence but does not have a sufficient Flexible Benefit Plan dollars to cover his/her medical and/or dental premiums, the County will collect the employee's Flexible Benefit Plan dollars to the extent possible to cover the employee's medical and/or dental premiums without causing a negative pay warrant. Any remaining balances owed by the employee would be billed to the employee, or collected from the employee's pay warrant once he/she returns to work.

## **Section 2 – Section 125 Premium Conversion Plan**

- A. Eligible employees shall be provided with a Section 125 Premium Conversion Plan. The purpose of the Plan is to provide employees a choice between paying premiums with either pre-tax salary reductions or after-tax payroll deductions for health insurance, dental insurance, voluntary life (to the IRS specified limit) and accidental death and dismemberment insurance premiums currently maintained for Unit employees or any other program(s) mutually agreed upon by the parties. The amount of the



pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium.

- B. Benefit Plan elections shall not reduce earnable compensation for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association.
- C. To be eligible for this benefit, an employee must be in a regular position and be regularly scheduled to work at least forty (40) hours in a pay period or be on an approved leave pursuant to the Family Medical Leave Act.
- D. Election of pre-tax and after-tax payroll deductions shall be made within thirty (30) days of the initial eligibility period in a manner and on such forms designated by the County Human Resources Employee Benefits and Services Division Chief. Failure to timely submit appropriate paperwork will result in after-tax deductions for all eligible premiums for the remainder of the Plan Year.
- E. Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Plan Document. Examples of mid-year qualifying events include: marriage, divorce, birth, adoption, death, over age dependent, loss of student status, your spouse's or domestic partner reduction in work hours, loss of spouse's or domestic partner's employment, gain or loss of spouse's or domestic partner's insurance, relocation outside an HMO network service area, entitlement to Medicare for you or your dependent, significant increase in District insurance cost during the plan year, loss of Medicare or Medicaid coverage, and spouse's, domestic

partner's, or dependent's open enrollment. The employee must submit request for a change due to a mid-year qualifying event within thirty (30) days of the qualifying event. Changes will be authorized by the County Human Resources Employee Benefits and Services Division Chief, or his/her designee, as long as the change is made on account of or consistent with an employee's change in status.

### **Section 3 – Health and Dental Plan Coverage**

- A. All eligible employees scheduled to work forty (40) hours or more per pay period in a regular position must enroll in a health and dental plan offered by the District/County. Employees who fail to elect health plan coverage will be automatically enrolled in the health and dental plan with the lowest bi-weekly premium rates available in the geographical location of the employee's primary residence.
  
- B. To be eligible for District/County health and dental plan coverage, an employee must be in a regular position and have received pay for at least forty (40) hours in a pay period or be on an approved leave pursuant to the Family Medical Leave Act. Employees on an approved Worker's Compensation claim shall receive Benefit Plan contributions for up to twenty (20) pay periods while off work due to that injury. However, after the sixth (6<sup>th</sup>) pay period off work, the employee is no longer eligible for health and dental plan coverage. The employee will have the option of enrolling in COBRA continuation coverage.
  
- C. Enrollment elections must remain in effect for the remainder of the Plan year unless an employee becomes ineligible for an HMO network service area.

- D. Eligible employees may elect to enroll their dependents upon initial eligibility for health and dental insurance. Thereafter, newly eligible dependents may be enrolled within thirty (30) days of obtaining dependent status, such as birth, adoption, marriage, or registration of domestic partnership.
- E. Notification of a mid-year qualifying event must be submitted to the County Human Resources Employee Benefits and Services Division in accordance with procedures adopted by the County. Employees are responsible for notifying the District within thirty (30) days of dependent's change in eligibility for the County plans.
- F. Dependent(s) must be removed mid-Plan year when a dependent(s) becomes ineligible for coverage under the insurance plan eligibility rules, for example divorce, over age dependent, gain of coverage on spouse's or domestic partner's employer provided insurance, or termination of domestic partnership.
- G. Premiums for coverage will be automatically deducted from the employee's pay warrant. Failure to pay premiums will result in loss of coverage for the employee and/or the dependents.
- H. Employees eligible for health plan coverage who are also enrolled in comparable group health plan sponsored by another employer or are covered by a spouse who is also employed with the District/County Fire or the County may elect to discontinue enrollment in their District/County-sponsored health plan (opt-out or waive). To receive the Benefit Plan amounts, the employee must be paid for a minimum of one-half plus one of their scheduled hours.

For instance, an employee scheduled to work eighty (80) hours must be paid for a minimum of forty-one (41) hours.

1. Employees scheduled to work 61 to 80 hours per pay period who previously elected to opt-out of District sponsored health plan coverage or waive health plan coverage to a spouse employed by the District/County Fire or the County and continue to opt-out or waive during the term of this MOU who are scheduled to work 61 to 80 hours per pay period shall receive eight-five dollars (\$85.00) per pay period; employees scheduled to work 40 to 61 hours shall receive forty-two dollars and fifty cents (\$42.50) per pay period.
  2. New “opt-outs” or “waives” (i.e., newly hired or current employees who opt-out or waive effective beginning the fiscal year in 2005 and any time thereafter) scheduled for 61 to 80 hours per pay period will receive forty dollars (\$40.00) per pay period; new opt outs and waives scheduled for 40 to 60 hours shall receive twenty dollars (\$20.00) per pay period.
- I. Employees eligible for dental plan coverage that are also enrolled in a comparable group dental plan sponsored by another employer may elect to discontinue enrollment in their District/County sponsored dental plan.
- J. The rules and procedures for electing to Opt-Out of District-sponsored health and dental plan coverage are established and administered by the County Human Resources Employee Benefits and Services Division.

1. Employees may elect to Opt-Out of District/County health and/or dental plan(s) within thirty (30) calendar days of becoming eligible for another employer-sponsored group plan. Proof of initial gain of other group coverage is required at the time that the opt-out is elected.
2. Employees may elect to Opt-Out of District/County health and/or dental plan(s) during an annual open enrollment period. All employees electing Opt-Out during an annual open enrollment period, for reasons other than initial gain of another employer-sponsored group plan, must provide verification of other group plan coverage.
3. To continue to opt-out, employees must re-elect the opt-out or waive benefit and certify that they have other group coverage during each annual open enrollment period. Except as required at the initial opt-out or waive election, employees are not required to provide verification of continued coverage unless requested by the Plan administrator.
4. An employee who elects Opt-Out for dental plan coverage may not re-enroll in a District-sponsored dental plan for a minimum of two (2) years unless the employee involuntarily loses coverage from the other employer-sponsored group dental plan. Employees who elect to enroll in District dental coverage, for reasons other than involuntary loss of another group sponsored dental plan coverage, may enroll during the open enrollment following completion of the two (2) year dental Opt-Out restriction. NOTE: a voluntary loss of other group dental insurance may

result in a break in dental coverage until the two (2) year mandatory Opt-Out period is complete.

5. Employees who voluntarily or involuntarily lose their other group health plan coverage must enroll in a District-sponsored health plan within thirty (30) calendar days. Enrollment in the District-sponsored plan will be provided in accordance with the requirements of the applicable plan. If the employee elects not to enroll their eligible dependents, the dependents may only be added at a subsequent annual open enrollment period.
  6. There must be no break in the employee's health plan coverage between the termination date of the other employer group coverage and enrollment in a District health plan. Terms and conditions of the applicable plan will determine the required retroactive enrollment period and premiums required to implement coverage. Failure to notify the District of loss of group coverage within thirty (30) calendar days will require the employee to pay their insurance premiums retroactively on an after-tax basis.
- K. An eligible employee whose spouse or domestic partner is also an eligible District or County employee may elect coverage as a dependent on their spouse's or, if the employee is age eighteen (18) or younger, on their parent's District or County health and/or dental insurance plan in lieu of individual employee coverage. This is called a "waiver" to their District or County spouse's or parent's insurance coverage. Such election must be made within 30 calendar days of the employee's, District or County parent's or the District or County spouse's eligibility for County health and dental insurance. During

the Plan Year, an employee is responsible for notifying the District within thirty (30) days of ineligibility for the waiver, for example the dependent child turns nineteen (19) or the spouse leaves District or County employment. Changes will become effective on the first day of the pay period following the receipt and approval of all appropriate documentation. Loss of the spouse or parent's County plan coverage will require the employee to immediately enroll in the County's health and dental plans. Waivers may be changed during any subsequent annual health and dental open enrollment period.

#### **Section 4 – Medical and Dental Premium Subsidies**

- A. The District/County will establish a Medical Premium Subsidy (MPS) in an amount that, when combined with the Benefit Plan contributions, would offset the predetermined percentage of the cost of health plan premiums charged to eligible employees. The MPS shall be applied to health insurance premiums only and shall not be applicable to dental plan premiums. The MPS amount payable to each eligible employee shall be based upon the lowest cost high option HMO plan (currently Health Net or a plan equivalent to Health Net) for the number of persons the employee enrolls in the County sponsored health plan (i.e., "employee only;" "employee + 1;" "employee + 2). No MPS shall be paid where the Benefit Plan contributions exceeds the amount of the total premium to be paid by the District/County. The applicable MPS amount shall be paid directly to the provider of the District/County sponsored health plan in which the eligible employee has enrolled. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employee's Retirement Association.

In no case, shall the MPS, when combined with continue to opt-out, employees must re-elect the opt-out or waive benefit and certify that they have other group coverage during each annual open enrollment period. Except as required at the initial opt-out or waive election, employees are not required to provide verification of continued coverage unless requested by the Plan administrator the Benefit Plan contributions, exceed the total cost of the health insurance premiums for the coverage selected.

- B. Effective July 9, 2005, the District will establish a MPS, if applicable, in a amount that, when combined with the Benefit Plan contributions, will equal ninety percent (90%) of the lowest cost high option “employee only,” “employee + 1” and “employee + 2” HMO premium. These MPS amounts are as follows:

	<b>Scheduled for 40 to 60 Hours</b>	<b>Scheduled for 61 to 80 Hours</b>
Employee Only	0	0
Employee + 1	\$64.00	\$128.00
Employee + 2	\$110.85	\$221.70

- C. Effective July 8, 2006, the District will establish a MPS, if applicable, in an amount that, when combined with the Benefit Plan contributions, will equal ninety-five percent (95%) of the lowest cost high option “employee only,” “employee + 1” and “employee + 2” HMO premium, up to a fifteen percent (15%) increase in the total cost of such premiums from the prior year.



- D. Effective July 7, 2007, the District will establish a MPS, if applicable, in an amount that, when combined with the Benefit Plan contributions, will equal ninety-five percent (95%) of the lowest cost high option “employee only,” “employee + 1” and “employee + 2” HMO premium, up to a fifteen percent (15%) increase in the total cost of such premiums from the prior year.
  
- E. Effective July 7, 2007, the District will establish a Dental Premium Subsidy (DPS) for all employees whose premium costs for health and dental exceeds the Benefit Plan contributions in an amount up to nine dollars and forty-six cents (\$9.46), but not to exceed the combined total of the employee’s out-of-pocket costs.

### **BILINGUAL COMPENSATION**

Employees in positions designated by the District Management which require employees as a condition of employment to perform bilingual translation as a part of their regular duties, shall be entitled to bilingual compensation. Such compensation shall apply regardless of the total time required per day for such translation. The Special Districts Department, Human Resources Division, must certify as competent, to be eligible for compensation. There are two (2) levels of competency certification solely determined and administered by Human Resources: verbal skill level and written skill level. Compensation per pay period shall be as follows: fifty dollars (\$50) verbal and fifty-five dollars (\$55) written per pay period.

## **CHEMICAL SPILL RESPONSE TEAM**

Effective July 4, 2009, the Special Districts Department will establish a pay differential for a Chemical Spill Response Team (Team). Employees who volunteer to be on the Team must meet and maintain the necessary training and certification standards established by the Special Districts Department. Up to a total of five (5) employees assigned to the Team who meet the criteria for inclusion on the Team shall receive fifty dollars (\$50.00) for each verifiable accidental release of chlorine gas and or liquid as outlined in section 2735.3 of the CalARP Program. "Accidental release" means an unanticipated emission of a regulated substance or other extremely hazardous substance into the ambient air from a stationary source.

## **CLASSIFICATION**

Classification review is a management tool to ensure the accurate reflection of tasks and duties involved in each District position for the purpose of recruitment, retention, compensation, and organizational structuring. Whenever positions are subject to any change as a result of classification review, any Board of Supervisors' action shall be made on the recommendation of the Appointing Authority of the Special District. Any request to review a classification action shall be submitted to the Human Resources Division Manager. Any classification appeals shall be subject to the Classification Appeal Procedure as stated in the Personnel Rules for Board-governed Special Districts.

## DEFINITIONS

Listed below are definitions of terms commonly used in this Agreement:

Appointing Authority – Refers to the department head of the employee's department (i.e., the Director of Special Districts). It includes any person who is designated as acting department head; employees acting for the department head during absence, and/or employees delegated all authority to act on behalf of the Appointing Authority on a regular basis.

Board of Supervisors – Refers to the County of San Bernardino Board of Supervisors sitting as the governing body of the District.

County – Refers to San Bernardino County, a separate legal entity that contract with the District to provide certain administrative functions to the District.

Human Resources Division Manager – Refers to the incumbent in the District Human Resources Division Manager's position. It also includes any person who has been designated as acting Human Resources Division Manager, employees acting for the Division Manager during absence, and/or employees delegated authority approval on a regular basis by the Human Resources Division Manager.

Proof of Service - When documents are mailed to an employee, it shall be sent to the employee's current address of record. For the purpose of this procedure, notice by mail shall be deemed to have been completed on the fifth calendar day following deposit of notice with the United States Postal Service, unless the party can establish that

notice was not actually received as a result of circumstances beyond the party's control.

Service Hours – Refers to paid hours during an employee's regular tour of duty, up to 80 hours per pay period. Time without pay and overtime hours do not count as service hours.

Working Days – Refers to the days that the District is normally open to conduct business, i.e. Monday through Friday, excluding County holidays.

## **DEMOTIONS**

A demotion is the appointment of an employee from an incumbent position to a position in a different classification for which the maximum rate of pay is lower. An employee demoted for disciplinary reasons shall be placed on the step within the base salary range of the class to which demoted, as provided in the order of demotion.

An employee demoted for non disciplinary reasons shall be retained at the same salary rate, provided, that the salary rate does not exceed step 11 or final step of the salary range of the demoted class, except that such an employee may be placed on an "X" step in accordance with the provision of the Downgrading Section, with the approval of the Appointing Authority of the Special Districts and the Division Manager, Human Resources.

A promoted employee who returns to a former classification during the probationary period shall be placed on the same step within the base salary range for the former classification that the employee was on at time of promotion. No credit

shall be granted for time spent at the promoted level for next step advance due date.

## **DEPENDENT CARE ASSISTANCE PLAN**

The purpose of Section 125 Dependant Care Assistance Plan (DCAP) is to permit eligible employees to make an election to pay certain dependent care expenses with salary reduction from compensation contributed to the Plan before federal income or social security taxes are paid to the Internal Revenue Service (“Salary Reduction”) in accordance with Sections 125 and 129 of the Internal Revenue Code (IRC) of 1986 and regulations issued pursuant thereto. DCAP shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law. DCAP exclusions from gross income do not affect compensation for retirement purposes.

DCAP will be administered by the County’s Human Resources Division Chief, Employee Benefits & Services consistent with said IRC Section.

- A. To be eligible for this benefit, an employee must be in a regular position and be scheduled for a minimum of forty (40) hours per pay period and be paid for a minimum of one half plus one of the scheduled hours, be on an approved leave designated as Family Medical Leave Act, or be on an approved Military Leave.
- B. Enrollment in the Plan is limited to the annual open enrollment period or within thirty (30) calendar days of entry into an eligible position. Failure to submit the participation agreement within the time frame shall result in an election to not participate in the Plan.

- C. Enrollment is required every Plan Year.
  
- D. An employee must elect to contribute to DCAP through salary reduction on forms approved by the Human Resources Division Chief, Employee Benefits & Services. An employee election to participate shall be irrevocable for the remainder of the plan year. Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year, except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Plan Document. Examples of mid-year "Change in Status" events include: marriage, divorce, birth, adoption, death, over age dependent, loss of student's status, employee's or employee's spouse reduction in work hours, loss of spouse's employment, significant increase or decrease in the cost of child care, and spouse's or dependent's enrollment in a similar plan. The employee must submit a request for a change due to a mid-year Change in Status event within thirty (30) days of the qualifying event. The County Human Resources Employee Benefits and Services Division Chief, or his/her designee, will authorize changes provided the change is made on account of and is consistent with an employee's Change in Status event.
  
- E. Pursuant to IRC Section 125, any amounts remaining in the employee's account at the end of the Plan Year must be forfeited. The District will use any forfeited amounts to help defray the Plan's administrative expenses.

## **DIFFERENTIALS**

### **Section 1: Certification Differentials**

- A. Upon ratification of the Board of Supervisors, a certification differential of twenty-five cents (\$.25) per hour per certification up to 2 certifications on hours actually worked for Maintenance Workers I, II and III, Treatment Plant Operators I, II and III and IV, Accounts Representative, Accounting Technician, Customer Service Representative, Sampling Technician, Electro Mechanical Specialist, Equipment Maintenance Mechanic, and Electrician I and II, who obtain higher levels of certification above and beyond what is required in their discipline for their jobs.
  
- B. Upon ratification of the Board of Supervisors, a multi-disciplined certification differential of thirty cents (\$.30) per hour per certification up to two (2) certifications on hours actually worked for Maintenance Worker I, II and III and Treatment Plant Operator I, II, III, and IV who obtain certifications in both Water and Wastewater above and beyond what is required for their jobs.

### **Section 2: Shift Differential**

Overtime worked is in addition to a scheduled tour of duty and is compensated separately in accordance with the overtime provisions of this Agreement.

The shift differential for each hour worked between 6:00 p.m. and 8:00 a.m. shall be as follows:

<b>Effective Date</b>	<b>Hourly Amount</b>
July 9, 2005	\$1.30

### **DISTRICT IDENTIFICATION CARDS**

The District will provide identification cards to all employees in regular positions. Employees shall carry such cards consistent with District policy. Employees shall surrender such cards upon termination from District employment.

### **DISTRICT MANAGEMENT RIGHTS**

All management rights and functions shall remain vested exclusively with the District. It is recognized merely by way of illustration that such management rights and functions include but are not limited to:

- A. The right to determine the mission of each of its Districts, commissions, and municipal advisory councils.
- B. The right of full and exclusive control of the management of the District; supervision of all operations; determination of the methods and means of performing any and all work; and composition, assignment, direction, location, and determination of the size and mission of the work force.
- C. The right to determine the work to be done by the employees, including establishment of levels of service and staffing patterns.



- D. The right to change or introduce new or improved operations, methods, means, or facilities; or, to contract for work to be done.
- E. The right to prescribe qualifications for employment and determine whether they are met; to hire, set and enforce performance standards, and promote employees; to establish, revise and enforce work rules; to schedule work time and time off; to transfer, reassign, furlough and lay off employees; to suspend, reduce in step, demote, discharge or otherwise discipline employees for cause; and to otherwise maintain orderly, effective, and efficient operations.

### **DOWNGRADING**

When a position is downgraded, the Human Resources Division Manager may authorize continuation of the same salary rate payment to the incumbent employee that the employee received prior to the downgrading of the position by placing the employee on an “X” step, provided that the employee shall receive no future salary rate increases until the salary rate of the position held exceeds the “X” step.

### **DUAL APPOINTMENTS**

The Human Resources Division Manager may authorize the appointment of two (2) full-time employees to the same budgeted regular position, to facilitate training, to make assignments to a position, which is vacant due to an extended leave of absence, or in an emergency. The most recently hired dual appointee shall enjoy all of the benefits of regular employees except regular status, unless the most recently appointed dual appointee has regular status in the

same classification. The Appointing Authority, or designee, shall notify the most recently hired dual appointee in writing and such notification will clearly define the benefits to which that employee is entitled. Upon return of the initial appointee or completion of the training period or emergency, the following procedure shall apply. If the most recently appointed dual appointee has regular status in the same classification, he/she shall be placed in a vacant position in the same classification in the department/group. If no position is available, the employee shall be laid off, in accordance with the Personnel Rules of the Board Governed Districts, provided, however, that the initial appointee shall be excluded from the order of layoff. If the most recently appointed dual appointee does not have regular status in the classification, he/she may be appointed to a vacant position in the same classification in the department/group, however, he/she shall be required to serve a probationary period unless waived by the appointing authority. If the most recently appointed dual appointee held prior regular status in a lower classification in the District immediately preceding the dual appointment, he/she shall have the right to return to the former classification. If he/she has not held prior regular status in a lower level classification, he/she shall be terminated.

## **ELECTRONIC FUND TRANSFER**

As a condition of employment, all employees hired after March 27, 1999 must make and maintain arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. Employees who have not made such arrangements by the end of the 4<sup>th</sup> pay period after their date of hire shall be subject to termination. In cases where an employee is unable to make arrangements for electronic fund transfer, the Human

Resources Division Manager, or designee may allow an exception to this Article. Any exceptions granted may be reviewed periodically for continuation, subject to the approval of the Human Resources Division Manager, or designee.

## **EMPLOYEE RIGHTS**

The following are employee rights:

- A. The right of employees to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.
- B. The right of employees to refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with the District.
- C. The right of employees to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of an appointing authority, supervisor, other employees, or employee organizations as a result of their exercise of rights granted in this Article.
- D. The right of SBPEA, upon its request and prior to implementation, to discuss with District Management any significant change in terms or conditions of employment which results in a significant impact on employees, except in emergencies.

## **EXPENSE REIMBURSEMENT**

Employees shall be reimbursed for all expenses incurred in connection with the conduct of District business, including, but not limited to: travel, lodging, meals, gratuities, and other related costs. Payment for actual expenses is subject to the approval of the Appointing Authority of the Special Districts/County Fire Department. Reimbursement for expenses for travel and subsistence will be listed below.

### **Section 1 – General Provisions**

The purpose of this Article is to define the policy and procedures by which employees shall report and be reimbursed for necessary expenses incurred on behalf of the District, except as may be otherwise provided in this Agreement.

### **Section 2 – Responsibilities**

It shall be the responsibility of the Appointing Authority for the Special Districts/County Fire Department or designee to investigate and approve each request for expense reimbursement. It shall be the responsibility of each employee to obtain prior approval from the Appointing Authority of the Special Districts/County Fire Department or designee to incur a business expense or to exceed maximum allowable amounts provided in Section 7 of this Article. Prior approval may be in the form of standing orders issued by the Appointing Authority for the Special Districts/County Fire Department. Failure to obtain prior approval may result in denial of any expense claim (or excess amount) not pre-approved.

### **Section 3 – Travel Authorization**

- A. All foreseeable travel requests must be submitted to the Fiscal Division four (4) weeks prior to travel. Out of state travel requests must be submitted five (5) weeks prior to travel.
- B. Travel outside the State of California must be approved by the County Administrative Officer or designee except when the trip outside California is within twenty (20) miles of the California border or travel through a location anywhere in the adjacent state as a means of arriving at a location within California. Requests for such travel shall be submitted to the County Administrative Office in triplicate on a standard “Travel Request” form, unless specifically approved in the District’s budget.
- C. The Appointing Authority for Special Districts/County Fire Department shall initiate travel requests. The County Administrative Officer and Auditor/Controller shall be notified in writing of all such designees.
- D. The Appointing Authority for Special Districts/County Fire Department or designee is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this Article.

### **Section 4 – Authorization for Attendance at Meetings**

- A. The Appointing Authority for Special Districts/County Fire Department may authorize attendance at meetings at District expense when the program material is directly related to an important phase of District service and

holds promise of benefit to the District as a result of such attendance.

B. Authorization for attendance at meetings without expense reimbursement, but on District time, may be granted when the employee is engaged on the District's behalf, but from which the gain will inure principally to the benefit of the employee and only incidentally to the District.

## **Section 5 – Records and Reimbursements**

A. Requests for expense reimbursement should be submitted once each month, except if the amount claimable for any month does not exceed twenty-five dollars (\$25.00), the submission may be deferred until the amount exceeds twenty-five dollars (\$25.00), quarterly or until June 30th during the current fiscal year, whichever occurs first. At the end of the fiscal year, expense reimbursement claim for July 1st and beyond must be on a separate claim from those expenses claimed for June 30th or earlier.

B. Unless otherwise provided in this Article, original receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:

1. Private mileage.
2. Taxi, streetcar, bus, and ferryboat fares; bridge and road tolls; and parking fees.
3. Telephone and fax charges.

4. Other authorized expenses which are less than one dollar (\$1.00).
- C. Claims for expense reimbursement totaling less than one dollar (\$1.00) in any fiscal year shall not be paid.
- D. Reimbursement shall not be made for any personal expenses such as, but not limited to, entertainment, barbering, etc.
- E. Except as otherwise provided in this Article, expense reimbursements shall be made on an actual cost basis.
- F. Expense reimbursement shall be made via Electronic Fund Transfer.

## **Section 6 – Transportation Modes**

- A. The general rule for selection of a mode of transportation is that made which represents the lowest expense to the District.
- B. Travel Via Private Automobile
  1. Reimbursement for the use of privately owned automobiles, to conduct District business, shall be at the IRS allowable rate at the time the mileage was incurred. Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private automobile, insurance, maintenance and all other transportation-related costs. The District does not provide any insurance for private automobiles used on District business. The owner of an automobile is

responsible for the personal liability and property damage insurance when the vehicle is used on District business.

2. When employees traveling on official District business, leave directly from the principal place of residence rather than from their assigned work location, mileage allowed to the first work contact point shall be the difference between the distance from the residence to the assigned work location and the distance from the residence to the first work contact point. If the first work contact point is closer than the assigned work location, no mileage shall be allowed. If the employee departs from the last work contact point directly to the residence, the same principle governs.

Employees may have multiple assigned work locations. Mileage allowed is based on the assigned work location for that day. When employees have more than one assigned work location in a standard tour of duty, mileage shall be allowed between assigned work locations.

In no case will mileage be allowed between the employee's residence and the assigned work location.

### C. Travel Via Rental Vehicles

Reimbursement will be provided for the cost of a rental vehicle for business purposes if the Appointing Authority or designee approves such use. Rental vehicles are covered for liability and vehicle physical damage under the District's self-insurance program. Reimbursement will not be provided for the additional costs incurred if any



employee purchases additional insurance or signs a Collision Damage Waiver (CDW) when renting a vehicle for District business. A copy of the rental agreement or rental receipt and gasoline receipt must accompany requests for reimbursement for gasoline for rental vehicles.

#### D. Travel Via Air

When commercial aircraft transportation is approved the “cost of public carrier” shall mean the cost of air coach class rate including tax and security surcharges. Travel via charter aircraft shall be limited to emergencies, or when other types of transportation are impractical or more expensive. Specific prior approval for travel via charter aircraft must be obtained from the County Administrative Officer or designee.

### **Section 7 – Meals and Lodging**

- A. Meal and lodging expenses shall not be allowed without prior approval of the Appointing Authority or designee as necessary for the purpose of conducting District business. Excess charges greater than the amounts listed below in paragraphs (b) and (c) may be authorized under special conditions, such as a convention requirement or in an area of unusually high cost (such as San Francisco Bay, Sacramento, Los Angeles and San Diego). Original receipts are mandatory to obtain reimbursement for all lodging expenses, and except as provided below, for all meal expenses claimed.
  
- B. The allowance for lodging is seventy-five dollars (\$75.00) plus tax, per night, single, with receipt.

- C. Compensation for meal expenses may be provided as follows:
1. Option 1 – With receipts, an employee may be reimbursed for meal expenses up to fifty dollars (\$50.00) per day, including tax and gratuity, for three (3) meals, or when separate meals are claimed, eleven dollars (\$11.00) for breakfast, fifteen dollars (\$15.00) for lunch; and twenty-four dollars (\$24.00) for dinner, all including tax and gratuity.
  2. Option 2 – Without receipts, an employee may be reimbursed for meal expenses up to thirty-four dollars (\$34.00) per day, including tax and gratuity, for three (3) meals, or when separate meals are claimed, six dollars (\$6.00) for breakfast, nine dollars (\$9.00) for lunch, and nineteen (\$19.00) for dinner, all including tax and gratuity.
  3. All meals for a single day must be claimed under either Option 1 or Option 2.
- D. Meal allowances for a business meeting/conference including meals are the actual cost.
- E. The parties agree that it is the basic responsibility of employees to anticipate and make provision for their own meals. In emergency situations at the work site, if an employee is unable to obtain a meal due to extraordinary working conditions or an extremely remote work site, the District shall make every effort to provide meals.

## **Section 8 – Expense Advances**

Advancement of funds for business expenses can be obtained from the Auditor/Controller's office through submission of the appropriate form. Advancements shall not exceed the maximum per diem amounts set forth herein. The minimum amount to be advanced is twenty-five dollars (\$25.00). Upon return from travel, the employee must submit an expense reimbursement form and all receipts documenting expenses incurred. If the employee does not submit this accounting within fifteen (15) calendar days of return from travel, or prior to termination of District employment, the Auditor/Controller's office may recover the amount advanced from the employee's pay.

## **Section 9 – Credit/Debit Cards**

The Appointing Authority may issue the District credit or debit card to an employee and required business expenses be paid with said card. Further, the district may require that meal and lodging expenses be limited to the maximum amounts listed in Section 7, paragraphs (b) and (c) above. If unauthorized charges are placed on the card, the employee shall be required to reimburse the District. If the employee fails to reimburse the District within fifteen (15) calendar days or prior to separation from District service, the Auditor-controller's office may recover any unauthorized charges from the employee's pay.

## **FULL UNDERSTANDING, MODIFICATION, AND WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, and that the understanding arrived at after the exercise of that right are set forth in this Agreement. The express provisions of this Agreement for its duration therefore constitute the complete and total contract between the District and SBPEA with respect to wages, hours and other terms and conditions of employment. Any prior or existing Agreement between the parties, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. Therefore, except as provided below, the District and SBPEA for the life of this Agreement, each voluntarily waives the right to meet and confer in good faith with respect to any subject or matter referred to or covered in this Agreement.

## **GRIEVANCE PROCEDURE**

### **Section 1 – Purpose**

The District and Association recognize the importance of a viable means of resolving disputes, which may arise between District employees, supervisors, and management. The procedure is intended to establish a systematic means for processing a grievance and for obtaining answers and decisions regarding employee complaints. The initiation of a grievance in good faith by an employee shall not cast any adverse reflection on the employee's standing with immediate supervisors or loyalty as a district employee.

The provisions of this rule do not apply to exempt employees of the district.

## **Section 2 – Definition**

A grievance is a disagreement between District management and an employee or group of employees concerning the interpretation or application or violation of a specific article(s) of the Memorandum of Understanding. The Association may not independently submit a formal grievance in the absence of an aggrieved employee.

## **Section 3 – Exclusions**

All matters are excluded from this procedure which deal with the Article; District Management Rights, federal or state statutes, rules or regulations; or which are preempted by the County Charter. Grievance matters are excluded where law provides a more appropriate and speedy remedy.

## **Section 4 – Consolidation of Grievances**

In order to avoid the necessity of processing numerous similar grievances, at one time, similar grievances shall be consolidated whenever possible.

## **Section 5 – Representation**

An aggrieved employee may be represented by the Association or they may represent themselves. This representation may commence at any step in the grievance procedure. Representatives from the Special Districts Department shall also be present.

## **Section 6 – Time Limitations**

Time limitations are established to settle a grievance quickly. Time limits may be modified only by mutual agreement of the parties. If at any step of this grievance procedure, the grievant is dissatisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the matter shall be considered resolved. The grievant shall promptly proceed to the next step if a reviewing official does not respond within the time limits.

## **Section 7 – Steps in the Grievance Procedure**

The procedures outlined herein constitute the informal and formal steps necessary to resolve an employee's grievance. The presentation of the informal grievance is an absolute prerequisite to the institution of a formal grievance. The grievance must be submitted within fifteen (15) workdays after the employee is aware of the conditions precipitating the grievance.

### **A. Informal Grievance Disposition**

Initially, the employee having a grievance shall personally discuss, informally, the complaint with the immediate supervisor. Within three (3) workdays, the supervisor shall give his decision to the employee orally. If the supervisor fails to reply within this period or issues a decision which is unsatisfactory to the employee, the employee shall, within five (5) workdays, discuss the grievance with the District Manager or designee.

The District Manager or designee shall coordinate the grievance with the Division Manager, Human Resources, prior to issuing any response to the employee. Within three (3) workdays, the District Manager or designee shall give the decision to the employee orally. If the District Manager or designee fails to reply within this period or issues a decision, which is unsatisfactory to the employee, the employee may proceed to the formal grievance procedure.

## B. Formal Grievance Procedure

Step 1 – Within ten (10) workdays after the District Manager’s or designee’s response, the employee or employee representative shall present the grievance in writing to the employee’s immediate supervisor. The grievance must be signed and stipulate names, times, places, the nature of the grievance, applicable MOU articles, and the specific remedy sought. If the supervisor fails to respond in writing within five (5) workdays or the supervisor issues a response that is unsatisfactory to the employee, the employee may proceed with the grievance to the next step.

Step 2 – Within five (5) workdays after the supervisor’s response, the employee may submit the grievance to the District Manager or designee. Within five (5) workdays after receipt of the grievance, the District Manager or designee, will call for a conference to allow for a full discussion of the grievance with the parties involved and their representatives. Within ten (10) workdays of the meeting, the District Manager or designee, must give a decision. If the employee is not satisfied with the decision of the District Manager or designee, the employee may proceed to the next step.

Step 3 – Within five (5) workdays after the District Manager’s or designee’s response, the employee shall submit the grievance to the Human Resources Division Manager. The grievance shall state that a resolution of the issue was unattainable through the informal and formal procedures through step 2, and that a formal hearing is now requested. Within ten (10) workdays of receiving the grievance, the Human Resources Division Manager, in concert with the Association, shall request the State Mediation and Conciliation Service to supply a list of five (5) neutrals. As determined by lot, the parties shall alternately strike a name until one (1) neutral remains. Said neutral shall be officially appointed by the Human Resources Division Manager, as the Hearing Officer for the instant grievance. The Hearing Officer shall conduct a formal hearing on the grievance within twenty (20) workdays of appointment in accordance with Section 8 of this procedure.

## **Section 8 – Grievance Hearing**

The following guidelines shall be adhered to at all grievance hearings conducted by the Hearing Officer.

- A. The hearing will be conducted within twenty (20) workdays after the appointment of said Hearing Officer, unless the parties agree to a date beyond the twenty (20) day period.
- B. The Hearing Officer shall require all witnesses to testify under oath or affirmation. The oath shall read:

“Do you solemnly swear (or affirm) that the testimony you are about to give in this matter shall be the truth, the whole truth, and nothing but the truth, so help you God.”



- C. A hearing date will be scheduled by the Division Manager, Human Resources in consultation with the Hearing Officer, the grievant, and if appropriate, the employee representative. Written notice stipulating the time and place of the hearing will be provided to all parties.
- D. Grievants will appear before the Hearing Officer to present their individual grievance. If the grievant does not appear, the Hearing Officer will make a decision on the information available at the time of the hearing.
- E. Each party to the grievance shall have these rights: to call and examine witnesses to the issues; to introduce exhibits; to cross examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered on direct examination; to impeach any witness regardless of which party first called the witness to testify; and to rebut the evidence. If the grievant does not testify on his own behalf, he may be called and examined as if under cross examination.

The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any common law or statutory rules, which might make improper the admission of such evidence over the objection in civil actions. The rules of privilege shall be effective to the same extent that they are commonly recognized in civil actions. Irrelevant and unduly repetitious evidence shall be excluded.

- F. Decisions of the Hearing Officer shall be binding on all parties unless there is financial impact on the Division, in which case the decisions shall be subject to approval of the Board of Supervisors.

Written decisions of the Hearing Officer shall be submitted to the Division Manager, Human Resources, the grievant, and the employee representative, within thirty (30) workdays after the close of the hearing.

- G. The cost for expenses of the Hearing Officer shall be borne equally by the parties.

### **IMPLEMENTATION**

It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until approved by the Board of Supervisors.

Any changes to this agreement, which do not have specific effective dates, become effective on the date of Board of Supervisors approval.

### **JOB SHARING**

The District will make reasonable accommodation for an employee in a regular position who desires to share his/her job with another qualified employee or eligible person. Whenever possible, job sharing will be encouraged to minimize the impact of a layoff. Jobs may be shared on an hourly or daily basis, provided that one employee works more than forty (40) hours per pay period. The employee who works less than forty (40) hours per pay period shall not be eligible to receive any benefits under the Article, "Benefit

Plan,” or for which the District pays an insurance premium or membership in the retirement system.

All other benefits for job sharing employees shall be as provided in the appropriate article. Each employee shall be notified in writing by the appointing authority at the time of the appointment and such notification will clearly define the benefits to which each employee is entitled.

### **LABOR-MANAGEMENT TASK FORCE**

The parties recognize that delivery of public services in the most efficient and effective manner is of paramount importance and interest to the Special Districts Department and SBPEA. Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

To this end, the parties agree the Labor-Management Task Force comprised of management and employees shall be created as necessary to address issues that affect the efficient and effective delivery of public services appropriate to each Special Districts Department and Unit employee. The purpose of such task force shall be to:

- (a) Review and provide input on proposed Special Districts Department policies and procedures;
- (b) Develop, review, and prioritize work simplification project proposals;
- (c) Develop and review solutions to specified program problems.

The composition of each task force shall include up to three (3) management representatives, designated by the Special Districts Department Director, and no more than three (3) employees, designated by SBPEA. The Special Districts Department Human Resources Division Manager or designee shall chair the task force. Meetings will be held as often as necessary to discharge the functions of the task force. The task force will establish reasonable time frames for the accomplishment of its charges.

Recommendations of the task force will be arrived at the consensus and shall be submitted in writing to the Special Districts Department Director for final action, subject to review and approval. The task force shall not have any right or authority to abrogate representation rights of SBPEA or Special Districts Department Management Rights.

## **LAYOFF**

### **Section 1 – Definition of Layoff**

A layoff is the involuntary separation or reduction of a regular employee to a position in a lower classification without fault of the employee. Layoff applies only to regular positions.

### **Section 2 – Cause for Layoff**

- A. A function is to be discontinued, curtailed, mechanized, or operated by a different method.
- B. Reorganization.
- C. Budget reductions.

- D. Termination or decrease in funds, and/or materials for projects or programs.
- E. The mandatory reinstatement of an employee.
- F. Any other reason determined necessary by the Board of Supervisors.

### **Section 3 – Layoff Policy**

The provisions of this policy shall be applied on a district by district basis. For example, determination of seniority, order of layoff, bumping rights, reinstatement lists and all other procedures involved in this policy shall be determined and implemented solely and separately within each district involved in a layoff.

Whenever possible, loss of employment for regular district employees shall be avoided by demotion, temporary work assignments, or offer of employment in other districts. Laid off employees shall be placed on a two (2) year reinstatement list by order of seniority and shall have first consideration for any vacancies in a classification for which their qualifications are deemed suitable by the Human Resources Division Manager . The list may be extended upon approval of the Human Resources Division Manager.

### **Section 4 – Notification**

Whenever a surplus of employees in regular positions is anticipated, the District Manager shall immediately notify the Human Resources Division Manager. The notification shall include the anticipated number of positions, names of the affected employees, and the classifications of positions to be

laid off and a plan for conducting an orderly layoff. Employees to be laid off shall be entitled to fifteen (15) calendar days notification prior to layoff.

## **Section 5 – Order of Layoff**

Layoffs among regular employees shall be made on the basis of seniority as established by the layoff procedure. Seniority is determined by the employee's current beginning date of continuous service in a regular position with the district. The number of positions maintained in each classification is determined by the Board of Supervisors. Extra-help employees performing services similar to classifications affected by layoff shall be terminated before any reduction in the regular work force. Likewise, other grant-funded employees shall be terminated, in affected classifications in accordance with Federal or State rules or guidelines governing such funding programs.

Employees holding "acting positions" (functioning by assignment in a higher level classification than that which they hold permanent regular status) shall revert to their regular classification in the district to determine layoff rights.

## **Section 6 – Layoff Procedure**

The procedure for layoff, once the number of positions to remain by classification has been determined, shall be as follows:

- A. Priority lists shall be established for retained positions in each classification. The lists shall include the names of those employees who, based on their seniority with the district, qualify to fill the retained positions.

- B. Regular employees, who have had regular status in a lower classification in the district, shall be eligible to request a reduction in class in lieu of layoff (bumping). Regular employees bump into junior positions on the basis of seniority and must have greater seniority than employees in the junior positions identified. The junior employee being bumped will be separated or reduced in class according to the same criteria.
- C. Bumping will begin with the highest classification in the district where employees are so entitled. Bumping will not be allowed across functional work categories. For example, clerical personnel can only bump in the clerical category; maintenance personnel can only bump in the maintenance category, etc.
- D. If an employee is not authorized to bump down due to failure to meet the above criteria, he/she shall be laid off and placed on the reinstatement list.

## **Section 7 – Reinstatement Procedure**

The policy and procedure for reinstatement of employees, once a layoff has occurred, shall be as follows:

- A. Employees who are demoted or who are laid off as a result of the layoff procedure shall have their names placed on the district's reinstatement list. The names shall be arranged in order of seniority held with the district. Ties in seniority shall be broken by a determination of which employee had higher placement on the eligibility list for the employee's original position with the district. If these records are unavailable or if

comparisons are inappropriate, ties shall be broken on review of work performance evaluation.

- B. Subsequently, when a regular position in the district becomes permanently vacated or is added, all employees on the district's reinstatement list who have held a position in that classification with the district shall be offered the position based on their placement on the reinstatement list.
- C. Laid off or demoted employees who are reinstated to their same position in the district in accordance with this policy shall receive restoration of salary step and attendant benefits, vacation accrual rate, sick leave, unless the employee has received payment for unused sick leave in accordance with the district's sick leave policy and the retirement plan contribution rate, provided the employee complies with the County Retirement Board's procedure for redeposit of funds.
- D. Laid off employees who are offered reinstatement with the district in a classification lower than which they previously held shall receive a salary step at least equivalent to the highest salary step held by a current employee in that classification, along with attendant benefits, except that no employee shall thereby receive compensation higher than that which they held prior to layoff. Employees who decline assignment to a lower classification shall not forfeit their right to remain on the reinstatement list. Employees involuntarily demoted or bumped as a result of the layoff procedure shall receive salary and attendant benefits in accordance with the provisions of this section. Such demoted employees may be placed on an "X" step in salary as approved by the Human Resources Division Manager to maintain



salary equity within the system and/or to prevent an undue hardship or unfairness due to an “X” step, he/she shall receive no further salary increase until the salary range of the position exceeds the “X” step rate.

## **Section 8 – Short-Term Layoffs**

Layoffs for periods not to exceed fifteen (15) consecutive workdays may be made in any order as determined by the Human Resources Division Manager. Short-term layoffs may be caused by emergencies or short-term interruptions within those areas listed in Subsection (B) 1,4,5,6 of this policy, as they may affect the normal work routine. Reasonable notice shall be given to affected employees, when possible. Such short-term layoffs are exempt from the layoff rules covering seniority and bumping rights.

## **Section 9 – Exception to Order of Layoff**

Whenever the appointing authority believes that the best interests of the district requires the retention of employees with special qualifications, characteristics, and fitness for work, the District Manager may request an exception to the order of layoff. The Human Resources Division Manager may authorize or deny this request.

## **Section 10 – Established Qualifications Requirement**

Employees who are demoted to a position not previously held with the district as a result of the layoff procedure shall be required to meet the established qualifications of that class. In the event that the employee does not meet these qualifications, he/she shall serve a probationary period of up to ninety (90) calendar days, as determined by the Human Resources Division Manager, during which he/she must

qualify. Employees failing to meet qualifications after such probationary period may be subject to termination.

## LEAVE PROVISIONS

### Section 1 – Sick Leave

#### A. Definitions

1. Sick Leave – Sick leave with pay is an insurance or protection provided by the District to be granted in circumstances of adversity to promote the health of the individual employee. It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease, for a medical, optical, or dental appointment, or other purpose authorized herein.
2. Immediate Family – Immediate family is defined as parent, child, spouse, or domestic partner as defined by California Family Code Section 297.
3. Extended Family – Extended family is defined as grandchild, grandparent, sibling, parent/sibling-in-law, aunt, uncle, niece, nephew, foster child, ward of the court, or any step relations as defined herein.

- B. Accumulation – Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of 3.69 hours per pay period. Earned sick leave shall be available for use the first day following the payroll period in which it is earned; provided however, that an employee has completed 1,040 service

hours. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive sick leave accumulation on a pro-rata basis. There shall be no limit on sick leave accumulation.

C. Compensation – Approved sick leave with pay shall be compensated at the employee’s base rate of pay, except as otherwise provided in this Agreement. The minimum charge against accumulated sick leave shall be fifteen (15) minutes.

D. Administration

1. Investigation – It shall be the responsibility and duty of the appointing authority or designee to investigate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting, subject to approval of the Human Resources Division Manager.

2. Notice of Sickness – In twenty-four (24) hour Districts and for employees whose work assignment requires leaving their assigned work site together with one or more other employees shortly after reporting to work (e.g., road crews), the District Manager or designee should be notified at least two (2) hours prior to the start of the employee’s scheduled tour of duty of a sickness on the first day of absence. In other Districts, the appointing authority or designee must be notified within one-half (1/2) hour before the start of the employee’s scheduled tour of duty of a sickness on the first day of absence.

It is the responsibility of the employee to keep the appointing authority informed as to continued absence beyond the first day for reasons due to sickness or occupational disability. Failure to make such notification shall result in denial of sick leave with pay. If the employee receives a doctor's off-work order and provides notice of same to the appointing authority, the employee is not required to contact the department daily. If the employee does not have an off-work order or has not notified the appointing authority that one has been issued, the employee shall be required to contact the department daily in accordance with the timeframe above. If an employee fails to return to work for three (3) consecutive days following an approved leave of absence or upon expiration of an off work order, the employee may be subject to Automatic Resignation in accordance with the Personnel Rules for the Board Governed Special Districts.

3. Review – The Human Resources Division Manager may review and determine the justification of any request for sick leave with pay and may, in the interest of the County, require a medical report by a doctor to support a claim for sick leave pay.
4. Proof – A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness when requested by the appointing authority or designee.
5. Improper Use – Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indispositions, instances of misrepresentation, or violation of the rules defined herein will result in denial

of sick leave with pay and shall be construed as grounds for disciplinary action including termination.

E. Sick Leave for Other than Personal Illness/Injury

1. Family Sick Leave – A maximum of one-half (1/2) of the employee's annual accrual of earned sick leave per calendar year may be used for attendance upon the members of the employee's immediate family who require the attention of the employee.

Upon approval of the appointing authority, the employee may use part of this annual allowance for attendance upon members of the employee's extended family residing in the employee's household who require the attention of the employee.

2. Bereavement – Employees in regular positions may use up to two (2) days paid leave, not charged to the employee's personal leave balances, per occurrence for bereavement due to the death of the employee's immediate family, as defined by California Family Code Section 297. A maximum of three (3) days earned sick leave may be used per occurrence for bereavement due to the death of persons in the immediate or extended family, as defined herein, or any relative who resided with the employee.

One (1) additional day shall be granted if the employee travels over one-thousand (1,000) miles from his/her residence to the bereavement service(s). This additional day shall not be charged to the employee's personal leave balances.

3. Birth/Adoption – A maximum of forty (40) hours earned sick leave may be used per occurrence for arrival of an adoptive child at the employee's home. An employee (father) may utilize on an annual basis no more than forty (40) hours of accumulated sick leave per calendar year for the birth of his child.
4. Medical, Optical or Dental Appointments – The employee may use sick leave for medical, dental or optical appointments; however, every effort should be made to schedule the appointments at a time of day that will minimize the employee's time off work.

#### F. Return-to-Work Medical Clearance

1. Under the following circumstances, all employees who have been off work due to an illness or injury will report to the San Bernardino County Center for Employee Health and Wellness for a medical evaluation of their condition and authorization to return to work before returning to work.
  - (a) Employees whose treating physician or other qualified medical provider has ordered job modification(s) as a condition for either continuing to work or for returning to work after an illness or injury. This applies to both occupational and non-occupational illness or injury.
  - (b) Employees who have been off work due to communicable diseases such as, but not limited to, chicken pox and measles.

- (c) Employees who have been absent on account of a serious medical condition, when so directed by their appointing authority, and with concurrence of the San Bernardino County Center for Employee Health and Wellness.
- 2. Employees are required to attend return-to-work medical appointments at the Center for Employee Health and Wellness on their own time; however, mileage for attending such appointments are eligible for reimbursement pursuant to the Expense Reimbursement Article.
- 3. It is the responsibility of the employee, covered by (1) (a) - (c) above, to obtain written notice from their medical provider of their authorization to return to work with or without job modification. To ensure all necessary and relevant medical information is provided, the County shall make available forms to be completed by the medical provider. It is the responsibility of the employee to provide verbal notice to their appointing authority immediately upon receipt of their medical provider's authorization to return to work, and no later than 24 hours after receipt of the notice. The appointing authority or designee will schedule an appropriate medical evaluation for the employee with the Center for Employee Health and Wellness prior to the employee's return to work. The employee shall provide their medical provider's written notice of authorization to return to work to the Center for Employee Health and Wellness at or prior to the employee's scheduled appointment time.

4. The Medical Director or designee for the Center may make exceptions to the above requirements on a case-by-case basis for Employee Health and Wellness.
  5. The employee is obligated to attend the appointment as scheduled under the conditions outlined above. If the employee fails to adhere to the procedure, the employee is required to use sick leave or leave without pay for any work hours missed. If required notice has been provided, and there is a delay between the employee's appointment with the Center for Employee Health and Wellness and the start of his/her scheduled tour of duty on the day that he/she was released to return to work, the County will pay for work hours missed, without charge to the employee's leave balances.
  6. The final decision on the employee's ability to return to work rests with the medical provider at the Center for Employee Health and Wellness. In the event the medical provider at the Center for Employee health and Wellness does not release the employee to return to work, the employee's status would continue on sick leave or, where there is no balance, leave without pay.
- G. Worker's Compensation – Employees shall receive full salary in lieu of Worker's Compensation benefits and paid sick leave for the first forty (40) hours following an occupational injury or illness, if authorized off work by order of an accepted physician under the Worker's Compensation Sections of the California Labor Code. Thereafter, accumulated paid leave may be prorated to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the employee.



H. Separation – Unused sick leave shall not be payable upon separation of the employee, except as provided in paragraph (7).

I. Sick Leave Cash-Out – Employees who hold regular positions in the District and are currently members of the San Bernardino County Employees’ Retirement Association, shall receive compensation in accordance with the following:

After ten (10) years of continuous service from date of hire in a regular position and upon retirement, death, or separation, an employee or the estate of a deceased employee will be paid for unused sick leave balances according to the following formula:

<b>Sick Leave Balance as of Date of Separation</b>	<b>Cash Payment % of Hours of Sick Leave Balance</b>
480 Hours or Less	30%
481 to 600 Hours	35%
601 to 720 Hours	40%
721 to 840 Hours	45%
841 to 1000 Hours	50%

Employees who receive a disability retirement due to permanent incapacity to work shall be entitled to one hundred percent (100%) cash payment of any unused sick leave balances, computed at their then current base hourly rate, if they elect an early retirement in lieu of exhausting such accrued sick leave balances. In no event shall any employee, except those receiving a disability retirement, receive compensation under this section in excess of five hundred (500) hours pay

computed at the then current base hourly rate of said employee.

- J. Vacation Conversion Option - Employees who have used less than forty (40) hours of sick leave in a fiscal year (i.e. pay period 15 through pay period 14 of the following year) may, at the employees option, convert sick leave to vacation leave on the following formula: Hours of sick leave used are subtracted from forty (40). Sixty percent (60%) of the remainder, or a portion thereof, may be added to vacation leave to be utilized in the same manner as other accrued vacation leave:

Example:

<u>Sick Leave Hours Used</u>	<u>Hours to be Converted</u>	<u>Vacation</u>
0	40	24.0
8	32	19.2
16	24	14.4
24	16	9.6
32	8	4.8
40	0	0.0

- K. Perfect Attendance – Employees in regular, full-time positions who do not utilize any sick leave in a calendar year (pay period 1 through pay period 26/27 of that year, when applicable, of the same year), and who do not record any sick leave without pay or absent without pay during that year, shall receive a one (1) year's paid membership in a County Human Resources approved health facility or utilization of perfect attendance leave. The paid health facility membership shall not exceed the cost of a one (1) year paid membership at the County Human Resources approved health facility. In lieu of a

Human Resources approved health facility membership, the employee has the option of utilizing sixteen (16) hours of perfect attendance leave, no cash out provision, within the time frame of the subsequent calendar year. Failure to utilize perfect attendance leave within the subsequent calendar year shall result in forfeiture of the same.

## **Section 2 – Vacation Leave**

- A. Definition – Vacation is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well-being of the employee. If an employee has exhausted sick leave, vacation leave may be used for sick leave purposes upon a special request of the employee and with the approval of the appointing authority.
  
- B. Accumulation – Employees in regular positions shall accrue, on a pro rata basis, vacation leave for completed pay periods. Such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed 1040 hours of continuous service from the employee's benefit date. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive vacation leave accumulation on a pro rata basis; provided, however, that there shall be no proration of the maximum accumulations.

<b>Length of Service From Benefit Date</b>	<b>Annual Vacation Allowance</b>	<b>Maximum Allowed Unused Balance</b>
After 1,040 and through 8,320 service hours	80 hours	160 hours
Over 8,320 and through 18,720 service hours	120 hours	240 hours
Over 18,720 service hours	160 hours	320 hours

C. Administration

1. Scheduling – Vacation periods should be taken annually with the approval of the appointing authority at such time as will not impair the work schedule or efficiency of the district but with consideration given to the well being of the employee. No employee shall lose earned vacation leave time because of work urgency. If an employee has reached the maximum allowed unused balance and is unable to take a vacation leave, the Human Resources Division Manager will request a waiver of the maximum allowed unused balance for a period not to exceed one (1) thirteen (13) pay period waiver per calendar year.

Written request for vacation leave shall receive a written response from the Appointing Authority or designee within two (2) weeks of submission. In instances where a vacation leave request has received written, advance approval and is rescinded due to work urgency by the supervisor, that decision may be appealed to the Human Resources Division Manager for an immediate review. In those instances where a financial hardship would occur because pre-approval resulted in prepayment by the employee,

a vacation would only be canceled under the most extreme work emergency.

2. Minimum Charge – The minimum charge against accumulated vacation leave shall be fifteen (15) minutes. Vacation leave shall be compensated at the employee's base rate of pay, except as otherwise provided in this M.O.U.
3. Holiday During Vacation – When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.
4. Vacation Leave and Termination Date – Employees not planning to return to District employment at the expiration of a vacation leave, except those retiring, shall be compensated in a lump sum payment for accrued vacation and shall not be carried on the payroll. Retiring employees may elect to use vacation leave to enhance retirement benefits or to be compensated in a lump sum payment for accrued vacation leave, provided that each pay period the employee charges the number of hours in their regular scheduled tour of duty.

### **Section 3 – Holiday Leave**

- A. Fixed Holidays – All employees in regular positions shall be entitled to the following holidays:

January 1st  
Third Monday in January  
Third Monday in February  
Last Monday in May  
July 4th  
First Monday in September  
Second Monday in October

November 11th  
Thanksgiving Day  
Day after Thanksgiving  
December 24th  
December 25th  
December 31st

- B. Floating Holidays – Employees in regular positions shall be entitled to a total of eight (8) hours floating holiday time provided that the employee is on the payroll during the entire pay period in which such floating holiday time is to accrue. “Entire pay period” shall mean that an employee must have been hired prior to or at the start of the pay period and not have separated prior to the end of the pay period and was paid for at least one-half of the accountable hours. Eight (8) hours floating holiday time shall be accrued during the first pay period prior to the third Monday in January.

Floating holidays accrued shall be available for use on the first day following the pay period in which they are accrued, with the approval of the District Manager. The District Manager has the right to schedule employees’ time off for accrued holidays to meet the needs of the service but with consideration given to the well-being of the employee. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions shall receive floating holiday accruals on a pro rata basis; provided, however, that there shall be no proration of the maximum provided in paragraph (G) herein.

- C. Eligibility for Holiday Pay – Except as provided in Section 5 of this Article, to receive holiday pay for a fixed holiday, the following conditions must be met during the pay period in which the fixed holiday fell.
1. The employee must have been hired prior to or at the start of the pay period and not have separated prior to the end of the pay period in which such fixed holiday fell.
  2. The employee must be paid for at least one-half (1/2) of their regularly scheduled hours.
  3. The employee must have been on an approved leave of absence for any unpaid hours.
  4. The employee must have not had any unauthorized leave.
  5. Any request for sick leave in conjunction with a fixed holiday must be supported by a doctor's certificate, if requested by the appointing authority.
- D. Holiday During Vacation – When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.
- E. Working on a Holiday – Whenever an employee is required to work on a fixed holiday or the fixed holiday falls on an employee's regularly scheduled day off, the employee shall accrue, on an hour for hour basis, up to a total of eight (8) hours floating holiday time. At the request of the employee, and with approval of the

appointing authority, straight time payment can be made in lieu of accrual provided such compensation is approved during the pay period in which it is worked.

- F. Weekend Holidays – When a fixed holiday falls on a Saturday, the previous Friday will be observed as the fixed holiday except that when the preceding Friday is also a fixed holiday, the preceding Thursday will be observed as the fixed holiday. When a fixed holiday falls on a Sunday, the following Monday will be observed as the fixed holiday except that when the following Monday is also a fixed holiday, the following Tuesday will be observed as the fixed holiday.
  
- G. Holiday Time Accrual – Upon retirement or termination, employees shall be compensated for any unused accrued holiday time at the then current base rate equivalency.

#### **Section 4 – Leave Accruals While on Disability Leave**

Employees receiving the benefits of workers' compensation or state disability insurance while on disability leave receive partial replacement of their income through these benefits. Employees on these types of disability leaves may choose to fully integrate, partially integrate, or not integrate personal leave time with these disability payments.

The maximum amount the employee receives from integrating leave time with disability payments shall not exceed one hundred percent (100%) of the employee's base salary. Paid personal leave time coded on the employees' Time and Labor Report will be limited to the amount of leave necessary to integrate benefits to the level designated by the employee. When the exact amount is not known, a good



faith estimate may be made and the amount will be adjusted later as necessary. If any overpayments are made, the employee will be required to repay that amount in accordance with the Payroll Adjustments Article. An employee who knowingly receives payment in excess of their regular base salary is required to report it to their District payroll clerk.

Employees who are fully integrating accrued leave time with disability benefits and have at least forty-one (41) hours of any type of leave time accrued as of the prior pay period shall be eligible to receive full accruals of vacation and sick leave. Employees who are not fully integrating or employees who have less than forty-one (41) hours of any type of leave time accrued shall earn pro-rated vacation and sick leave accruals based upon paid leave time coded on the Time and Labor Report only.

Employees who are fully integrating paid leave time with disability (SDI) benefit(s) will be eligible for fixed holiday pay provided that they are on the payroll for the entire pay period, have no unapproved leave for the pay period and have enough leave accrued to equal at least one-half (1/2) of the employee's normal scheduled hours. Employees who are partially integrating or not integrating paid leave time with disability benefits will be paid for holidays in accordance with the holiday leave provisions in Section 4 of this Article.

Employees eligible to apply for SDI must provide proof of benefit amount or denial of SDI benefits. If proof is not provided, the District will presume the employee is getting the maximum allowable SDI benefit payment and the amount of paid leave coded on the Time and Labor Report will be limited to the maximum allowable leave integration to

ensure gross pay from all combined sources does not exceed the employees' base salary.

## **Section 5 – Compulsory Leave**

If in the opinion of the appointing authority, employees are unable to perform the duties of their position for physical or psychological reasons, a physician, or other competent authority designated by the Human Resources Division Manager, or designee, may require an examination. If the examination report shows the employee to be in an unfit condition to perform the duties required of the position, the District Manager shall have the right to compel such employee to take sufficient leave of absence with or without pay, to transfer to another position without reduction in compensation, and/or follow a prescribed treatment regimen until medically qualified to return to unrestricted duty.

Employees who become disqualified to perform the duties of their position (e.g., fail to maintain required licenses) shall be immediately removed from duty without pay or may use accrued paid leave for which they are eligible and may be subject to appropriate disciplinary action.

## **Section 6 – Military Leave**

As provided in the California Military and Veterans Code Section 395 et seq., and any amendment thereto, and the federal Uniformed Services Employment and Reemployment Rights Act of 1994, a District employee, regular, extra-help, or recurrent may be entitled to the following rights concerning military leave:

- A. Definition – Military leave is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training (weekend drills), full-time National Guard duty, and a period for which an employee is absent for the purpose of an examination to determine the fitness of the person to perform any such duty.
- B. Notice and Orders – All employees shall provide advance notice of military service unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. Where available, copy of military orders must accompany the request for leave.
- C. Temporary Active Duty – Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, holiday, and sick leave, step advances and benefits that would have been enjoyed had the employee not been absent, providing such employee has been employed by the District for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service, active or temporary, shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the above one (1) year employment requirement shall be

entitled to receive their regular salary or compensation, pursuant to Section (e) of this Article.

- D. Full-Time Active Duty – Employees who resign from their positions to serve in the Armed Forces for more than one hundred eighty (180) days, shall have a right to return to their former classification upon serving written notice to the appointing authority, no later than ninety (90) days after completion of such service. Returning employees are subject to a physical/psychological examination.
- E. Should such employee's former classification have been abolished, then the employee shall be entitled to a classification of comparable functions, duties, and compensation if such classification exists, or to a comparable vacant position for which the employee is qualified.
- F. The right to return to former classification shall include the right to be restored to such civil service status, as the employee would have if the employee had not so resigned; and no other person shall acquire civil service status in the same position so as to deprive such employee of this right to restoration.
- G. Eligible employees are also entitled to the reemployment and benefit rights as further described in the Uniformed Services and Employment and Reemployment Rights Act, 38 U.S.C. Sections 4301-4333. Specifically, a returning employee will receive restoration of original hire and benefit date, salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with provisions contained herein), the retirement plan contribution rate and retirement system contributions (provided the employee

complies with any requirements established by the Retirement Board). However, such employee will not have accrued vacation, sick leave, or other benefit while absent from District employment, except as provided in the temporary duty provision.

- H. Compensation – This provision does not include an employee’s attendance for inactive duty, commonly referred to as weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee’s regular working hours, the employee is required to use vacation or holiday leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty must also use vacation leave, leave without pay, or make up the time. Employees cannot be required to use their accrued leave. Any employee meeting the requirements in (c) and (d) shall be entitled to receive their regular salary or compensation for the first thirty (30) calendar days of any such leave. Pay for such purposes shall not exceed thirty (30) days in any one fiscal year and shall be paid only for the employee’s regularly scheduled workdays that fall within the thirty (30) calendar days.
- I. Extension of Benefits – The District recognizes the increased requirements of the military due to the current threats facing the United States of America. Employees who are called to active duty as a result of the activation of military reservists beginning in September 2001, and are eligible to receive the thirty (30) calendar day military leave compensation shall receive the difference between their base District salary and their military salary starting on the 31st calendar day of military leave. The difference in salary shall extended when expressly approved by the

Board of Supervisors. During this period, the District will continue to provide the employee the benefits and all leave accruals as was provided prior to such active duty. Retirement contributions and credit will be granted if the employee had enough pay to cover the entire contribution. If the employee does not get enough pay to cover the retirement contribution, no contribution or credit will be given. If upon return from leave the employee complies with all requirements of the Board of Retirement, then the employee shall also receive the retirement pick-up allowed by the MOU. Employees should note that the Accidental Death and Dismemberment (AD&D) plan contains a war exclusion.

- J. If the employee becomes eligible for full District payment for the first 30 days of military leave provided in (c) of this Article, the extended payments provided under this Section shall be suspended and shall be continued after the 30 day compensation has been completed.
- K. No compensation shall be paid beyond the 30-day leave period, unless such compensation is expressly approved by the Board of Supervisors. The District may unilaterally extend the benefits of this subsection upon the approval of the Board of Supervisors.
- L. Vacation and Military Leave – Employees shall not be permitted to take vacation or other accrued leave in lieu of the military leave provisions provided in Section (c) of the Article. Employees may elect to use accrued leave time, except sick leave, in lieu of the integrated pay in Section (f) of this Article under the following conditions:

1. The employee must decline in writing the benefits of Section (f) of this Article prior to the due date of the Time and Labor Report (TLR). The employee must include the dates for which he/she is declining the benefit.
2. The employee must use accrued leave time for the entire pay period (i.e., District pay will not be integrated with military pay for partial pay periods).
3. Such written declination cannot be revoked or amended at a later date for a pay period for which the TLR has already been submitted.
4. Benefits, leave accruals, and pay will be administered per normal procedures for vacation pay; no additional benefits otherwise granted under this Article will be available.

Employees may elect to use accrued leave time, except sick leave, once all paid benefits have been exhausted.

## **Section 7 – Political Leave**

Any employee who is a declared candidate for public office shall have the right to a leave of absence without pay for a reasonable period to campaign for the election. Such leave is subject to the conditions governing special leaves of absence without pay contained herein.

## **Section 8 – Special Leaves of Absence Without Pay**

### **A. General Provisions**

A special leave of absence without pay may be granted to an employee who:

1. Is medically incapacitated to perform the duties of the position.
2. Desires to engage in a relevant course of study, which will enhance the employee's value to the District.
3. Takes a leave of absence pursuant to the federal Family Medical Leave Act, the California Family Rights Act, and/or Pregnancy Disability Leave provisions under the Fair Employment and Housing Act (FEHA).
4. For any reason considered appropriate by the Appointing Authority and Human Resources Division Manager.

### **B. Types of Leaves of Absence**

There are four (4) types of leaves of absence. All requests must be in writing and require the approval of the Appointing Authority or designee and the Human Resources Division Manager or designee. Upon request, the Appointing Authority or designee and the Human Resources Division Manager or designee may grant successive leaves of absence. All benefits shall be



administered in accordance with the appropriate Article of this Agreement.

1. Leaves of Absence with Right to Return - Leaves of absence with right to return may be granted to employees in regular positions for a period not exceeding one (1) year. The employee remains in his/her position.
2. Family Leave - Leaves of absence will be granted in accordance with the federal Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and/or Pregnancy Disability Leave (PDL) provision under the Fair Employment and Housing Act (FEHA). This leave can be concurrent with use of paid leave or leave of absence without pay with right to return.

An employee on an approved leave of absence without pay under this provision will continue to receive the benefits outlined in the Benefit Plan Article of this Agreement for a period of six (6) pay periods. Certification from a health care provider is required for all instances of medical leave under this provision. Employees are required to inform supervisors of the need for leave at least thirty (30) days before commencement where possible.

In instances where the leave is for the birth or placement of a child and both husband and wife are District/County employees, both employees are limited to a total of twelve (12) weeks between them.

### 3. Leaves of Absence Without Right to Return

- (a) Definition – Leaves of absence without right to return may be granted to employees with regular status for a period not exceeding one (1) year. Employees without right to return shall be removed from their position. All leave benefits shall be administered as if the employee has been terminated; retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).
- (b) Rehire Process – An employee may be reemployed in the same classification from which the employee took the leave of absence with the approval of the Appointing Authority and the Human Resources Division Manager. Alternatively, the employee must apply through Human Resources by the last day of the leave of absence. The employee will be placed on the eligible list for the classification from which he/she took the leave of absence without examination. Placement on the eligible list will be administered in accordance with the requalification provisions of the Personnel Rules. If the employee is not re-hired within ninety (90) calendar days of the expiration of such a leave the employee shall be terminated from District service. If reemployed, the employee shall be required to serve a new probationary period. The Human Resources Division Manager or designee has the discretion to

waive the requirement to serve a new probationary period.

(c) Benefits Upon Rehire – An employee who is reemployed within ninety (90) days after the expiration of the leave of absence without right to return shall retain the following benefits:

- Hire date.
- Benefit date for purposes of leave accruals and step advances; except that the benefit date will be advanced for the period of time the employee is on leave of absence without right to return.
- Any sick leave accruals that had not been cashed out will be restored.

To be reemployed and retain the above benefits, the employee must be appointed to a position no later than ninety (90) calendar days after the date of expiration of leave of absence. The ninety (90) days shall run concurrently with the first ninety (90) days of the one hundred eighty (180) day period provided in the Article on Reemployment.

#### 4. Medical Leave of Absence

(a) Definition – A medical leave of absence of up to one (1) year may be granted to employees with regular status who suffer from catastrophic illness or serious mental illness. Such leave of absence will be granted only after FMLA, CFRA and/or PDL have been exhausted. The employee is

responsible for providing documentation from a qualified health practitioner prior to approval. The District retains the right to request medical documentation regarding the employee's continued incapacity to return to work.

The employee will be removed from his/her position so that the department may fill behind the employee. All leave benefits shall be administered as if the employee has been terminated; retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to the federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

Upon the employee's ability to return to work or the expiration of the leave of absence, whichever comes first, the employee will have the right to return to the classification within the department from which he/she took a leave of absence when a funded vacancy for which the employee meets the qualifications is available. If the employee does not return to work by the expiration date of the leave, or the soonest date after that for which the department has a vacancy, the employee relinquishes the right to return. The employee will serve a new probationary period with no right to return to former classification.

- (b) Upon return from a medical leave of absence, the employee shall retain the benefits described under Section 9(b)(3)(iii) above.

- (c) The Medical Leave of Absence provision may be removed by either party at the conclusion of this Agreement.

## **Section 9 – Jury Duty Leave**

Employees in regular positions who are ordered/summoned to serve jury duty including Federal Grand Jury duty shall be entitled to base pay for those hours of absence from work, provided the employee waives fees for service, other than mileage. Employees are required to provide the Appointing Authority with notice of the order/summons to serve jury duty upon receipt of such summons. Such employees will further be required to deliver a “Jury Duty Certification” form at the end of the required jury duty to verify such service. When practicable, the District Manager will convert an employee’s regular tour of duty to a day shift tour of duty during the period of jury duty. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time. Employees called for Grand Jury shall be granted a leave of absence without pay to perform the duties of a member of the Grand Jury, in the same manner as provided in Section 7.

## **Section 10 – Examination Time**

Employees having regular status in regular positions at the time of application shall be entitled to a reasonable amount of time off with pay for the purpose of taking County/District promotional examinations or for selection interviews. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Examination time off shall not be charged against

any accumulated leave balances and shall be compensated at the employee's base hourly rate.

## **Section 11 – Witness Leave**

Employees in regular positions shall be entitled to a leave of absence from work when subpoenaed to testify as a witness, such subpoena being properly issued by a court, agency, or commission legally empowered to subpoena witnesses. This benefit shall not apply in any case in which the subpoenaed employee is a party to the action or the subpoena has arisen out of the employee's scope of employment. Witness leave shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. This benefit will be paid only if the employee has demanded witness fees at the time of service of the subpoena, and such fees are turned over to the District.

## **Section 12 – Blood Donations**

Employees in regular positions, who donate blood without receiving compensation for such donation, may have up to two (2) hours off with pay with prior approval of the immediate supervisor for each such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work, any time in excess of two (2) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each donation must be presented to the District Manager to receive this benefit.

Employees in regular positions who are aphaeresis donors may have up to four (4) hours off with pay with prior approval of the immediate supervisor for each such donation

provided no compensation is received for such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work any time in excess of four (4) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each aphaeresis donation must be presented to the District Manager to receive this benefit.

**Section 13 – Service Date**

Employee service date is the first day of the pay period in which the employee begins work.

**LIFE INSURANCE**

A. The District/County agrees to pay the premium for a term life insurance policy for each employee) according to the table, below. Life insurance will become effective on the first day of the pay period following the employee’s first pay period in which the employee is paid for one-half plus one of their scheduled hours. For example, an employee scheduled for eighty (80) hours must be paid for a minimum of forty-one (41) hours.

B.

<u>Amount of Life Insurance</u>	
Scheduled Hours from 40 to 60	Scheduled Hours from 61 to 80
\$17,000	\$35,000

The District/County further agrees to make available to each employee a group term life insurance program wherein the employee may purchase, through payroll deductions, term life insurance in \$10,000 increment amounts to a maximum benefit of \$700,000. New employees shall become eligible to participate in these programs upon hire. Employees must enroll within thirty (30) calendar days of becoming eligible. If employees elect not to enroll in group term life insurance within the timeframe allotted, they subsequently may only do so during an open enrollment period.

- C. The District/County agrees to provide these benefits subject to carrier requirements. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the District/County. Note: All persons eligible for the insurance programs will be covered for the insurance on the date the insurance becomes effective, or in the case where the employee is absent on the date the insurance becomes effective because of illness, the insurance will commence on the date of return to work.

## **MEAL PERIODS**

Meal periods are nonpaid and nonworking time and shall not be less than one-half (1/2) hour, or greater than one (1) hour when scheduled. Every effort will be made to schedule such meal period during the middle of the shift when possible. If a regularly scheduled tour of duty does not include a duty-free meal period, appointing authority shall allow employees a maximum of twenty (20) minutes per shift to eat a meal. Such time shall be considered work time.



## **MEDICAL EMERGENCY LEAVE**

The particulars of this Medical Emergency Leave policy are as follows:

- A. The employee must have regular status (not probationary) with the District or one (1) year of continuous service in a regular position with the District.
- B. The employee must meet all of the following criteria before the employee becomes eligible for Medical Emergency Leave donation: (1) Be on an approved medical leave of absence for at least thirty (30) consecutive calendar days, 160 working hours exclusive of an absence due to a work related injury/illness; (2) Submit a doctor's off work order verifying the medical requirement to be off work for a minimum of thirty (30) calendar days, 160 working hours; (3) Have exhausted all usable leave balances prior to initial eligibility—subsequent accruals will not affect eligibility; and (4) Have also recorded at least forty (40) hours of sick leave without pay.
- C. An employee is not eligible for Medical Emergency Leave if the employee is receiving workers' compensation benefits. An employee eligible for state disability insurance and/or Short Term Disability must agree to integrate these benefits with Medical Emergency Leave.
- D. Vacation, holiday, administrative leave or annual leave, as well as compensatory time, may be donated by employees only on a voluntary and confidential basis, in increments of eight (8) hours (or in the case of holiday

leave only four (4) hours) not to exceed a total of fifty percent (50%) of an employee's annual vacation, holiday, administrative leave, annual leave or compensatory time accrual per employee. The donation may be made for a specific employee on the time frames established by the Human Resources Division. The employee (donee) receiving the Medical Emergency Leave will be taxed accordingly.

- E. The donation is to be for the employee's Medical Emergency Leave only; the donation to one (1) employee is limited to a total of one thousand forty (1040) hours per fiscal year.
- F. The definition of Medical Emergency Leave is an approved Leave of Absence due to a verifiable, long term illness or injury, either physical or mental impairment. Job and/or personal stress (not the result of a diagnosed mental disorder) are specifically excluded for receipt by the employee of Medical Emergency Leave. A statement from the employee's treating physician, subject to review by the County's Occupational Health Officer or medical designee, is required.
- G. The employee on an approved Medical Leave of Absence who is receiving Medical Emergency Leave can continue to earn benefit monies per the minimum paid hours per pay period requirement of the Benefit Plan Article, or the requirement of the Federal and State Family Leave Acts, as applicable to the individual employee.

- H. An employee receiving leave under this program is not eligible for receipt of any accruals such as vacation, administrative leave, annual leave, sick leave, or retirement credit.
- I. Donor hours shall be contributed at the donor's hourly base salary rate and be converted to the donee's hourly base salary, exclusive in both instances of overtime, differentials and the like as the singular purpose of this program is to provide financial assistance.
- J. Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals to be utilized as follows:
  - 1. Employees who resign or die while on Medical Emergency Leave shall be paid at one hundred percent (100%) of their base hourly rate of pay for all unused Medical Emergency Leave at time of resignation or death in accordance with payroll procedures established by the County Auditor/Controller.
  - 2. An employee on Medical Emergency Leave who has received the approval of their physician and the County's Occupational Health Officer to return to full time work shall have all unused Medical Emergency Leave converted to an equal amount of sick leave which will be available to the employee according to the applicable Sick Leave Article of the Memorandum of Understanding.

3. An employee on Medical Emergency Leave who has received the approval of their physician and the County's Occupational Health Officer to return to work on a part time basis (less than the employee's normally scheduled hours of work per pay period) may record a combined total of work time and Medical Emergency Leave not to exceed each pay period the lesser of eighty (80) hours or the employee's normally scheduled hours of work.
- K. The donation shall be administered on a specific basis where so designated with instances charged to the Medical Emergency Leave donation for the actual administrative costs.
- L. Solicitation of donors shall be regulated by the Human Resources Division, names of donors are to be confidential, the privacy rights of the donee upheld per legal requirements.
- M. All donors and donee shall sign release forms designed, retained, and effected by the Human Resources Division.

## **MERIT ADVANCEMENTS**

### **Section 1- General Provisions**

The purpose of a performance evaluation is to provide a systematic method of measuring, recording, and improving the work effectiveness and development of all district employees with regular status in their current classification. Work performance evaluations are intended to be supportive and corrective and may reveal work insufficiencies that

require corrective or disciplinary action including, but not limited to, letters of counseling, letters of reprimand, etc.

- A. If an employee receives an overall “Unsatisfactory Work Performance” or “Below Standards” evaluation, the employee’s step advance may not be granted on the due date.
- B. In cases where no work performance evaluation is filed in a timely manner, an employee should contact the supervisor, who must complete and file the work performance evaluation within five (5) work days. If the employee is rated, as “Meets Job Standards” or better, the employee will be granted the step advancement retroactive to the employee’s salary benefit date, provided the delayed rating is the responsibility of the supervisor.
- C. A denied step advancement can be granted following any sequence of a thirty (30) day review period of the employee’s performance.
- D. Any dispute arising out of the content of a work performance evaluation with an overall rating of “Needs Improvement” or “Unsatisfactory Work Performance” may be processed in accordance with the appeal procedure in the Personnel Rules for Board-governed Special Districts.
- E. The performance of an employee without regular status must be rated as “Meets Job Standards” or better prior to granting any merit step advance.

## **OBLIGATION TO SUPPORT**

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is before the Board of Supervisors, neither SBPEA nor District Administration, nor their authorized representatives will appear before the Board of Supervisors individually or collectively to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

## **OVERTIME**

### **Section 1 – General Provisions**

- A. Policy – It is the policy of the District to discourage overtime except when necessitated by abnormal or unanticipated workload situations. It is the responsibility of the appointing authority to arrange for the accomplishment of work load within a reasonable period of time. The District has the right to require overtime to be worked as necessary.
  
- B. Definition – Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period. Except as provided for in “C”, below, for purposes of defining overtime, sick leave shall not be considered as time actually worked. Overtime shall be reported in increments of full fifteen (15) minutes and is non-accumulative and non-payable when incurred in

units of less than fifteen (15) minutes. Overtime shall not affect leave accruals

- C. Sick leave used for pre-approved appointments with a physician, dentist or other healthcare provider shall be considered time actually worked for purposes of defining overtime. "Pre-approved" shall mean notice to management at least forty-eight (48) hours prior to the appointment. Employees who have scheduled a pre-approved medical or dental appointment must report to work before and after the medical or dental appointment if there is an opportunity for at least one (1) hour of actual work time.
- D. Overtime Compensation – Any employee authorized by the appointing authority or authorized representative to work overtime shall be compensated at premium rates, i.e., one and one-half (1-1/2) times the employee's regular rate of pay. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.

In lieu of cash payment upon request of the employee and approval of the appointing authority, an employee may accrue compensating time off at premium hours with the approval of the appointing authority. Cash payment at the employee's base rate of pay shall automatically be paid for any compensating time which exceeds eighty (80) hours, for any such time which has not been taken within twenty-six (26) [pay periods after being accrued,

or for any hours on record immediately prior to promotion, demotion or termination of employment

- E. Variable Work Schedule – The District with the agreement of an affected employee may arrange for that individual to take such time off as necessary to ensure that an employee’s actual time worked does not exceed forty (40) hours within any given work period.
- F. Work Period – The work period for purposes of overtime, established for employees in this Unit commences at 12:01 a.m. Saturday and ends at 12:00 a.m. (midnight) the following Friday of each week. May be changed by mutual agreement of employee and employer in order to accommodate the 9/80 schedules.

### **PAY PERIOD**

A pay period shall be comprised of fourteen (14) calendar days. The first pay period under this Agreement shall commence at 12:01 a.m., Saturday, and shall end at 12:00 a.m. (midnight) on the second Friday thereafter. Each subsequent fourteen (14) day period shall commence on the succeeding Saturday at 12:01 a.m. and shall end at midnight on the second Friday thereafter. The pay period and work week may be adjusted in accordance with FLSA requirements. Paychecks shall be issued on the second Thursday following the end of the preceding pay period, provided that the Auditor/Controller may issue paychecks at an earlier date if possible.



## **PAYROLL ADJUSTMENTS**

In situations involving overpayment to an employee by the District, said employee shall be obliged to repay by payroll recovery the amount of overpayment within the time frame the overpayment was received by the employee. The Auditor-Controller's Office, or Human Resources, when applicable, shall provide documentation showing the calculations of the overpayment to the employee. Extensions to the period for repayment of the overage may be requested by the employee, subject to the approval of the District's Auditor-Controller. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half times as long as the overpayment period. If the employee leaves employment prior to repayment of overage, the Auditor-Controller's Office shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the Auditor-Controller shall initiate the collections process against the employee.

In situations involving underpayment to an employee by the District, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation to the Auditor-Controller's Office, including necessary approval of the Division Manager, Human Resources.

In those situations where the employee has been underpaid by seven and one-half percent (7½%) or more of their base pay in the immediately preceding pay period, through no fault of their own, the employee may request an on-demand warrant to correct the error. The District's payroll section shall complete the request for payroll adjustment and forward it and any necessary approval of the Human Resources Division

Manager to the Auditor Controller within one working day of receipt of the employee's request. The Auditor-Controller's Office shall pay the employee the amount due within two (2) working days of receipt of the request for payroll adjustment from the department. For this section, base pay shall be determined by multiplying the employee's base rate of pay by the number or hours in their usual work schedule.

## **PAYROLL DEDUCTIONS**

It is agreed that SBPEA membership dues and insurance premiums for plans sponsored by SBPEA shall be deducted by the District from the pay warrant of each employee covered hereby who files with the District a written authorization requesting that such deduction be made. Remittance of the aggregate amount of all membership dues and insurance premiums deducted from the pay warrants of employees covered hereby shall be made to SBPEA within thirty (30) days after the conclusion of the month in which said membership dues and insurance premiums were deducted.

The District shall not be liable to SBPEA, employees, or any party by reason of the requirements of this Article for the remittance of any sum other than that constituting actual deductions made from employee wages earned. SBPEA shall hold the District harmless for any and all claims, demands, suits, orders, judgments, or other forms of liability that may arise out of or by reason of action taken by the District under this Article.

## **PHYSICAL/MENTAL FITNESS**

The parties agree that physical and mental fitness of District employees are reasonable requirements to perform the duties of the job and instill public confidence. Recognizing these important factors, the parties agree that during the term of this Agreement the District with reasonable cause, may require medical and psychological assessments of employees provided the District pays and provides time off without loss of pay for such assessments. All such assessments shall be done by appropriately qualified health care professionals.

Medical and psychological reports shall be released to and retained by the Center for Employee Health and Wellness. The information in these reports shall only be released on a need-to-know basis, restricted to the purpose for which the examination was originally required, for the effective conduct of District business.

Any remedial or treatment action shall be the full responsibility of the employee, except as otherwise provided by law or as may be provided through the Employee Assistance Program for District employees.

## **PROBATIONARY PERIOD**

The probationary period for employees in this Unit shall be 1,040 hours.

The probationary period ends at the end of the day in which the employee has completed the required number of service hours.

The probationary period will be automatically extended for each hour during which the employee is on military leave or is on leave without pay. In situations where the employee is temporarily performing the duties of a higher-level classification, is on modified duty, or is continuously absent for eighty (80) or more consecutive hours because of occupational or non-occupational injury or illness, the probationary period may be extended at the discretion of the appointing authority or designee. Such extension is in addition to the fifteen (15) pay period extension allowed by the Personnel Rules.

## **PROMOTIONS**

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall receive at least the entrance rate of the new range or approximately a five percent (5%) salary increase whichever is greater; provided that no employee is thereby advanced above step 11 of the higher base salary range. At the discretion of the Appointing Authority of the Special District and with the approval of the Human Resources Division Manager, an employee may be placed at any step within the higher base salary range. Promotions shall be effective only at the beginning of a pay period unless an exception is approved by the Human Resources Division Manager.

## **PROVISIONS OF LAW**

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal and State laws and regulations and the current provisions of the Charter of the County of San Bernardino. If any part or provision of this Memorandum of Understanding

is in conflict or inconsistent with such applicable provisions of those Federal, State, or County enactments or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby. If any part or provision of this Memorandum of Understanding is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part or provision with the understanding that total compensation to employees under this Memorandum of Understanding shall not be reduced or increased as a result of this Article. The parties hereto agree to refrain from initiating any legal action or taking individual or collective action that would invalidate Articles of this Memorandum of Understanding.

## **REEMPLOYMENT**

- A. Regular employee who has terminated District employment, and who is subsequently rehired in the same classification in a regular position within one year (i.e., beginning the first day of work by the 365<sup>th</sup> calendar day, may receive restoration of salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with the Article "Leave Provisions"), and the Retirement Plan contribution rate (provided the employee complies with the requirements established by the Retirement Board), subject to the approval and conditions established by the Fire Chief, or designee, and the Human Resources Division Manager or designee. Such employees begin accruing vacation and sick leave and may utilize the same immediately. The employee shall be required to serve a new probationary period, unless waived by the Division

Manager, Human Resources or designee. The employee shall be provided a new date of hire for purposes of seniority.

- B. A regular employee who has terminated District employment and who is subsequently rehired to a regular position in the same job family within one year (i.e., beginning the first day of work by the 365<sup>th</sup> day, may receive restoration of vacation accrual rate, sick leave, and retirement contribution rate in the same manner as described above. Such employees begin immediately accruing vacation and sick leaves and may utilize the same immediately. The employee shall be required to serve a new probationary period, unless waived by the Division Manager, Human Resources or designee. The employee shall be provided a new date of hire for purposes of seniority.
  
- C. A regular employee who has terminated District employment, and who is subsequently rehired to a regular position in another job family within a ninety (90) calendar day period, must begin the first day of work within ninety (90) calendar days and beginning the first day of work by the ninety-first day, may receive restoration of salary step (in the instance of rehire in a classification at the same pay range as the position originally held), vacation accrual rate, sick leave and retirement contribution rate in the same manner as described above. The employee shall be required to serve a new probationary period, unless waived by the Human Resources Division Manager or designee. The employee shall be provided a new date of hire for purposes of seniority.

D. For purposes of this article, a regular employee shall mean an employee in a regular position who held regular status in any classification during the previous period of District employment.

### **RELOCATION**

Employees in regular positions who are required by order of their appointing authority to change their principal place of residence because of a reassignment to meet the needs of the service will be granted time off with pay not to exceed two (2) working days and up to four hundred dollars (\$400.00) reimbursement towards the actual cost of relocating their personal furnishings and belongings.

### **RENEGOTIATION**

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during March 2011, any written request to commence negotiations, as well as its written proposals for such successor Memorandum of Understanding. Upon receipt of such written proposals, negotiations shall begin no later than thirty (30) calendar days after such receipt.

The first order of business shall be negotiation of ground rules. By conclusion of the second meeting, ground rules shall be established regarding the form and procedure for exchanging further proposals and counter-proposals.

## REST PERIODS

Employees shall be entitled to rest periods in accordance with the schedule contained herein. Rest periods shall be scheduled in accordance with the requirements of the department, but in no instance shall rest periods be scheduled within one (1) hour of the beginning or ending of a tour of duty or meal period, nor shall such time be cumulative nor used to report to work late or leave early. Rest periods shall be considered as time worked. Employees required to work beyond their regular tour of duty shall be granted a ten (10) minute rest period for each two (2) hours of such work.

<b>Regularly Scheduled Tour of Duty:</b>	<b>No and Limit of Rest Period:</b>
After 3 hours and through 6 hours	One - 15 Minute Rest Period
After 6 hours and through 8 hours	Two - 15 Minute Rest Periods
After 8 hours and through 10 hours	Two - 20 Minute Rest Periods
After 10 hours	One - 25 Minute Rest Period and One - 20 Minute Rest Period

## RETIREMENT SYSTEM CONTRIBUTIONS

### Section 1 – Eligibility

Under the provisions of the County Employee's Retirement Law of 1937, all employees in regular positions who are scheduled to work for a minimum of forty (40) hours per pay period shall become members of the San Bernardino County Employees Retirement Association (SBCERA).

Exception: Employees first hired at age sixty (60) or over may choose not to become members of SBCERA at the time of hire. If this election is made, the employee will participate in the County's PST Deferred Compensation Retirement Plan. Said employee's contributions to the PST Deferred



Compensation Retirement Plan shall be automatically deducted from employee's earnings. Maximum total contributions shall be seven and one-half (7 ½ %) of the employee's maximum coverage wages for Social Security purposes. Employees shall automatically be enrolled in the Plan upon notification from the Board of Retirement that the employee has opted out of SBCERA membership.

Employees who made the election not to be a member of the SBCERA prior to December 30, 2000, and were receiving the District's seven percent (7%) pick up in cash as described in Section 2, shall continue to receive the seven percent (7%) retirement pick up. Employees who make this election on or after December 30, 2002, shall not be provided the pick up as described in Section 2.

## **Section 2 – District Contributions**

For all eligible employees hired before the ratification of the contract by the Board of Supervisors, the District will pick up a portion of the employees required contribution to the San Bernardino County Employees Retirement Association in the amount of seven percent (7%) of the employee's earnable compensation as defined in the San Bernardino County Retirement Board bylaws.

For all eligible employees hired after the ratification of the contract by the Board of Supervisors, the District shall pick up seven percent (7%) of the employees' earnable compensation as defined in the San Bernardino County Retirement Board after the employees' completion of 10,400 service hours (five years of employment).

The employee must choose to have the contributions designated as all employer or all employee contributions for retirement purposes. If the employee designates the pickup as employer contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of the actuarial value of that dollar to the Retirement Association as determined by the Board of Retirement; and the employee may not withdraw this contribution from the Retirement Association.

If the employee designates the pickup as employee contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of one dollar; and upon separation without retirement, an employee may withdraw this contribution from the Retirement Association. Upon retirement or separation, all contributions applied under this Section will be considered for tax purposes as employer-paid contributions.

If the employee does not file a designation, the contributions shall be made as employee contributions. Employees receiving Retirement System contributions under the Benefit Plan in effect prior to the effective date of this Article shall continue to have contributions under this Article applied (as employer or employee contributions for retirement purposes) in the same manner as previously applied for the employee until a revised designation is made by the employee.

Any dollars which are remaining after all retirement system obligations are fully satisfied shall be paid to the employee in cash.

### **Section 3 – Remaining Employee Contributions**

Any employee Retirement System contribution obligations, which are not paid by the application of Section 1 of this section, shall be “picked up” for tax purposes only pursuant to this Section. The Auditor/Controller-Recorder shall implement the pick up of such Retirement System contributions under Internal Revenue Code Section 414(H)(2) effective with the earnings paid and contributions made on and after the effective date of this Article.

The District shall make member contributions under this Section on behalf of the employee, which shall be in lieu of the employee’s contributions, and such contributions shall be treated as employer contributions for purposes of reporting and wage withholding under the Internal Revenue Code and the Revenue and Taxation Code. The amounts picked up under this Section shall be recouped through offsets against the salary of each employee for whom the District picks up member contributions. These offsets are akin to a reduction in salary and shall be made solely for purposes of income tax reporting and withholding. The member contributions picked up by the District under this Section shall be treated as compensation paid to District employees for all other purposes. District paid employer contributions to the County’s Retirement System under this Section shall be paid from the same source of funds as used in paying the salaries of the affected employees. No employee shall have the option to receive the Retirement System contribution amounts directly instead of having them paid to the County Retirement System.

Upon retirement or separation, all contributions picked up under this Section will be considered for tax purposes as employer-paid contributions. Contributions under this Section shall be applied (as all employer or all employee contributions with the same value and restrictions) for Retirement System purposes in the same manner as the contributions under Section 1 of this Article.

#### **Section 4 – Special Provisions**

Employees who have thirty (30) years of service credit and no longer make retirement contributions under the provisions of the County Employees' Retirement Law of 1937 shall be paid in cash seven percent (7%) of earnable compensation as defined by the bylaws of the Retirement Board.

This Article shall only apply to employees who are members of the Retirement Association and are eligible for participation under the Benefit Plan Article. The provisions of this Section shall be applied each pay period.

#### **Section 5 – Survivor Benefits for General Retirement Members Administered by San Bernardino County Employees Retirement Association (SBCERA)**

Survivor Benefits are payable to employed general retirement members with at least 18 months continuous retirement membership pursuant to Section 31855.12 of the County Employees Retirement Law of 1937. An equal, non-refundable employer and employee bi-weekly contribution will be paid to SBCERA as provided in annual actuarial study.

# **RETURN-TO-WORK COMPENSATION**

## **Section 1 – Purpose**

Return-to-work compensation is designed to compensate employees for being available to return to work with limited notice and for hours not previously regularly scheduled. There are two types of return-to-work compensation covered by this Article: on-call and call-back. Assignment and approval of return to work compensation shall be made by the District Manager or designee based upon the needs of the service.

## **Section 2 – On-Call Compensation**

- A. Employees assigned to be on-call shall be issued an on-call pager and cell phone. The pager and cell phone shall be kept available so the employee is immediately aware when contacted. The employee must be able to report to their work site no later than one (1) hour after notification.
- B. While assigned to on-call duty, the employee shall be free to use the time for his or her own purposes as long as employee meets the response time and is able to return to work in accordance with District policy.
- C. On-call duty shall be compensated at the rate of three dollars and twenty-five cents (\$3.25) for each full hour of duty or portion thereof. On-call time shall not count as hours worked.
- D. The employee shall not receive on-call compensation once the employee begins work.

### **Section 3 – Call-Back Compensation**

- A. Call-back pay is used when an employee in a regular position returns to active duty and the work site at the request of the appointing authority or designee after said employee has been released from active duty and has left the work site. An employee need not be assigned to on-call or standby duty to receive call-back compensation.
  
- B. Call-back compensation shall be paid in the following manner. The employee shall be paid for two (2) hours at one-time the base hourly rate of pay for each call-back occurrence. Said compensation shall be in lieu of any travel time and expense to and from home and the first or last work contact point. All time actually worked shall be considered as time actually worked for purposes of the Article on “Overtime.”
  
- C. Employees shall not be eligible for call-back pay in the following situations: (1) special tours of duty scheduled in advance; (2) the employee is called back within two (2) hours of the beginning of a scheduled tour of duty; or (3) the employee is not required to leave home. The employee shall report all time actually worked within a pay period. Such time shall be accumulative and shall be considered as time actually worked for the purposes of the Article on “Overtime.”

## **SALARY ADJUSTMENT**

- A. No across the board salary adjustment in fiscal year 2009-2010.
- B. Re-opener in July 2010 for discussion of across the board salary adjustment only for fiscal year 2010-2011.
- C. For purposes of this Agreement, base salary range shall mean the salary range assigned to a specific classification as provided in Appendix A. Base salary rate shall mean the hourly rate of pay established pursuant to Section 1 herein or the hourly rate of pay established pursuant to the step placement within the base salary range as provided in this Agreement as appropriate.

## **SALARY RATES AND STEP ADVANCEMENTS**

New employees shall be hired at step 1 of the established base salary range, except as otherwise provided in this Agreement. Variable entrance steps may be established if justified by recruitment needs through step 5 with the approval of the appointing authority and through step 11 with the approval of the Human Resources Division Manager.

Within the base salary range, all step advancements will be made at the beginning of the pay period following the pay period in which the employee completes the required number of service hours. Approval for advancement shall be based upon completion of required service hours in the classification, satisfactory work performance, and appointing authority recommendation. An employee whose step advancement is denied shall not be eligible for

reconsideration for step advancement except as provided in the Article, "Merit Advancements."

Completed service hours shall be defined as regularly scheduled hours in a paid status, up to 80 hours per pay period. Overtime hours, disability payments, Medical Emergency Leave, and time without pay shall not count toward step advancements.

A. Step Advancements

1. Employees hired on or before the ratification of the contract by the Board of Supervisors shall receive step advancements within a base salary range based upon two (2) step increments or approximately five percent (5%). The employee shall be eligible for the first step advancement after completion of 1040 hours and subsequent step advancements after completion of 2080 hours.
  
2. Employees hired after the ratification of the contract by the Board of Supervisors shall receive step advancements within a base salary range based upon one (1) step increments or approximately two and one-half percent (2.5%). The employee shall be eligible for the first step advancement after completion of 1040 hours and subsequent step advancements after completion of 2080 hours.



**EXAMPLES:**

Employees hired on or before the ratification of the contract by the Board of Supervisors:

Hire step	1	4
After 1,040 hours*	3	6
After additional 2,080 hours*	5	8
After additional 2,080 hours*	7	10
After additional 2,080 hours*	9	11
After additional 2,080 hours*	11	N/A

Examples (hired after ratification of the contract by the Board of Supervisors):

Hire Step	1	7
After 1040 hours*	2	8
After additional 2080 hours*	3	9
After additional 2080 hours*	4	10
After additional 2080 hours*	5	11
After additional 2080 hours*	6	N/A
After additional 2080 hours*	7	N/A
After additional 2080 hours*	8	N/A
After additional 2080 hours*	9	N/A
After additional 2080 hours*	10	N/A
After additional 2080 hours*	11	N/A

\*Assumes satisfactory work performance and appointing authority recommendation.

The Human Resources Division Manager may authorize the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, or to correct any salary inequity. The Human Resources Division Manager may authorize the adjustment of the salary step or salary rate of an employee to correct

any payroll error or omission, including any such action, which may have arisen in any prior fiscal year.

## **STANDARD TOUR OF DUTY**

The standard tour of duty represents the time that an employee is regularly scheduled to work. The employee shall be present at the assigned work location and ready to begin work at the start of the standard tour of duty. For payroll purposes, a regularly scheduled tour of duty, which commences before midnight and ends the following day, shall be reported as time worked for the day in which the tour of duty began. The current standard tours of duty are the 9/80, 4/10 or 5/40. The Appointing Authority shall establish the actual number of hours, which comprises the standard tour of duty for each position. The Appointing Authority may modify or change the number of hours in a standard day, tour of duty or shift for each position to meet the needs of the service.

### **Section 1: 9/80 Work Schedule**

Upon ratification of this Agreement by the Board of Supervisors, the District will extend the 9/80 work schedule to all Unit employees (with the exception of field staff assigned to Crestline Sanitation who are precluded from being placed on a 9/80 schedule). The 9/80 schedule shall be implemented on or about January 30, 2010. All employees requesting to work a 9/80 schedule will be required to complete and sign a 9/80 work schedule request form. Field staff will be required to provide four (4) choices in order of preference for a schedule on this form as follows:

- A. Monday through Friday with alternating Fridays off;
- B. Tuesday through Saturday with alternating Saturdays off;
- C. Sunday through Thursday with alternating Thursdays off.
- D. Saturday through Wednesday with alternating Wednesdays off.

The scheduled shifts shall be designated on a seniority basis, with the most senior staff getting preference for a selected shift first. With the Appointing Authority or designee's approval, employees not receiving their first choice for a scheduled shift may be allowed to change their scheduled shift as their preferences become available, e.g., employees retire, resign, etc.

Employees will also be required to complete and sign a 9/80 work schedule agreement form which lists the conditions related to the 9/80 work schedule. The Appointing Authority or designee will either approve or deny their request. Completed copies of the forms will be provided to employees upon their request and will be placed in each employee's personnel file after the employee has signed and completed them.

## **Section 2: 9/80 Work Schedule Conditions**

Because of the unknown impact upon overtime costs, scheduling and other operational and morale issues, it is necessary to designate procedures and conditions for the continuation of the 9/80 work schedule. These procedures may apply on a unit by unit basis. These procedures and conditions are as follows:

- A. During the first twelve (12) months of the implementation of the 9/80 work schedule, the impact of the 9/80 work schedule will be evaluated on a quarterly basis by management. This evaluation may include, but is not limited to, impact on employee morale, satisfaction with the program, overtime costs, leave usage, impact on operations, minimum staffing requirements and administrative costs. Upon the request of the Association, management will meet with and discuss the status of the alternative work schedule.
  
- B. The Appointing Authority or designee shall have the sole authority to determine who shall be on the 9/80 work schedule.

**STATE DISABILITY INSURANCE (CLERICAL  
EMPLOYEES ONLY)**

The District agrees to pay the premium for State Disability Insurance for each employee. Such District-paid premium shall not exceed the current cost of nine-tenths (.009) of a percent of the first twenty-one thousand, nine hundred dollars (\$21,900) in employee wages in a calendar year.

After coverage is available, all claims shall be filed directly with the State Employment Development Department by individual employees. This benefit shall apply to employees in regular positions budgeted for forty-one (41) or more hours per pay period.

## **TEMPORARY PERFORMANCE OF HIGHER LEVEL DUTIES**

Prior to the assignment of a probationary employee to a vacant higher level position, such probationary employee shall be notified in writing as to whether service hours to be worked in the higher level position will count towards completion of the probationary period in the (lower level) position in which the employee has not yet obtained regular status.

Employees directed to continuously perform the duties of a vacant higher level position, or employees who have been given the temporary assignment of a project involving the performance of more difficult duties and requiring a greater level of skill(s) may be granted additional compensation. No award shall be made in any situation related to a vacation, short-term illness, or other temporary relief. For the purpose of this Article, temporary is defined as six (6) weeks or less. The duration of such assignments are not intended to exceed one (1) calendar year.

Eligibility Criteria – Employees will normally have regular status and not be in a probationary or trainee status; and there must be evidence of the employee's ability to competently perform the new assignment as determined by the Director of Human Resources or designee and the employee shall be required to meet standards for satisfactory performance. Appointments to regular positions of trainees or underfills are exempt from the provisions of this Article.

## Assignment Criteria

- A. For the purposes of this Article, a vacant position is defined as an authorized regular position for which funds have been appropriated and which may be: (1) an unoccupied position due to attrition; (2) a position from which the incumbent is on extended leave of absence; or (3) a new position authorized by the Board of Supervisors. The appointing authority certifies that the employee is assigned and held responsible to fully perform all of the higher-level duties without limitation as to difficulty or complexity of assignments or consequence of action.
  
- B. Compensation related to project assignments requires the temporary assignment of more difficult duties involving a greater level of skills. Such assignment may be made to allow for employee rotation, enhance upward mobility or to determine the impact of potential operational/organizational changes. The specific, temporary duties must be identified in writing.

## Compensation

- A. Compensation shall be awarded in pay period increments.
  
- B. Employees performing the duties of a vacant higher level regular position shall be entitled to a salary rate increase to the higher level for the time actually worked. The amount of the increase shall be determined as if the assignment had been a promotion. The employee shall be eligible for step advances in the higher-level position in accordance with the Salary Rate and Step Advancement and Merit Advancement Articles. The employee shall

continue to receive benefits associated with his/her pre-assignment occupational Unit. Differentials and other compensation shall be paid only if applicable to the higher-level position assignment. Overtime compensation shall be administered according to the FLSA status of the higher-level position. Upon assignment to the higher-level position, the employee's service hours for determining salary step in the pre-assignment position shall continue to accrue. Upon completion of assignment, the employee shall be returned to his/her former position classification. If, while on the temporary assignment, the employee's step due date occurs, the employee shall receive their salary step effective the pay period they are returned to their former classification; provided, however, that the employee received a Work Performance Evaluation of at least "Meets Job Standards" while on the temporary assignment. If the employee was due a step advance while on the temporary assignment and no evaluation has been completed or if the employee was not rated at least "Meets Job Standards," the employee shall be evaluated within three (3) pay periods of return to former classification, and if rated at least "Meets Job Standards," the employee shall receive his/her step advance retroactive to the date of return to former classification. Under no circumstances will the step advancement be retroactive beyond the date of the return to former classification. Step placement upon promotion to the same or other higher level position following completion of the temporary assignment will be determined based upon salary rate in the pre-assignment position in accordance with the Promotions Article.

C. Project compensation shall be in the form of a specified percentage of the employee's base pay. The Director of Human Resources or designee will determine the amount in increments of one-half (1/2) percent from a minimum of two and one-half percent (2-1/2%) up to a maximum of seven and one-half percent (7-1/2%). The bonus will be computed at the specified percentage of the current base pay of the employee for each pay period. The bonus shall be considered earnable compensation and shall be considered part of the employee's regular rate of pay for purposes of calculating overtime, if applicable. Such increases in pay shall not affect the employee's step advancement in the base range pursuant to the Article on "Salary Rates and Step Advancements."

Requests for Temporary Performance Compensation may be initiated by the appointing authority or an employee via the appointing authority. The appointing authority and the employee bear mutual responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions defined in this Article. It is important to obtain Human Resources Department review of the request in advance of the date the employee begins the assignment, because there is no guarantee the request will be approved. Temporary Performance Compensation is to be effective only with the Director of Human Resources written approval, assignment of the greater level of duties, and signed acceptance by the employee. Under no circumstances will Temporary Performance Compensation be granted retroactively.



Requests for Temporary Performance Compensation shall be reviewed by the Human Resources Division Manager or designee. Denial of compensation due to assignment (Assignment Criteria) shall not be subject to review, appeal, or the grievance procedure.

The provisions of this Article shall not be utilized to circumvent the provisions of or provide additional compensation over and above that which may be provided in the Article on "Classification." The Articles, "Temporary Performance of Higher Level Duties," and "Classification" are mutually exclusive concepts and as such there shall be no dual or multiple requests and/or appeals, where the latter is applicable for a single situation.

## **TERM**

The term of this Memorandum of Understanding shall commence at 12:01 a.m. on July 4, 2009, and this Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) of July 1, 2011. If a successor Memorandum of Understanding has not been reached by 12:00 a.m. (midnight) of July 1, 2011, the terms and conditions of this Memorandum of Understanding shall be extended one (1) year or until a successor Memorandum of Understanding is adopted, whichever occurs sooner.

## **TIME AND LABOR REPORTS**

Time and Labor Reports should normally be completed and signed by the employee. Employees shall be provided a copy of any Time and Labor Report whenever said report is submitted without the employee's signature. Payroll clerks who handle Time and Labor Reports shall make every effort to contact the employee regarding any correction to the time

shown on said report and explain the reasons for the change before the report is submitted to the Auditor's Office for processing. In all cases where corrections are made in the presence of the employee and accepted, the employee shall approve such corrections by signing a new Time and Labor Report. If time does not allow for this procedure because of the Auditor's deadline, the payroll clerk shall notify the employee of the correction and that an adjustment will be made in a subsequent pay warrant. Unless otherwise provided in this Agreement, time shall be reported in increments of full fifteen (15) minutes actually worked for pay purposes.

The District reserves the right to use other time accumulation devices. If errors result from the improper or unclear preparation of Time and Labor Reports by the employee, the employee shall hold harmless the District for any delays in warrant processing.

## **TUITION, TRAINING AND MEMBERSHIP DUES**

In conjunction with SBPEA, the District has established policies for professional training and membership dues procedure to encourage all employees to pursue educational opportunities and involvement in organizations to enhance their contribution as District employees and assist in their career development. Both parties recognize the importance of continued quality improvement and strongly encourage the utilization of opportunities assisted by this Article.

The District agrees to establish a fund of \$20,000 for each fiscal year for use by Unit employees in regular positions budgeted for more than forty (40) hours per pay period. The fund is available for use on a first-come, first-served basis to reimburse employees for tuition costs incurred for job-related

education or career development, to reimburse membership dues in professional organizations, to pay for registration costs incurred for job related education, and to pay for job related certification and licensure fees provided such expenditures enhances furtherance of District or continuing education goals. Each employee shall be limited to one-thousand dollars (\$1,000) per fiscal year.

Requests for such reimbursement must be approved in advance by the appointing authority and Human Resources and shall not be paid in increments less than ten dollars (\$10.00) per fiscal year. Employee initiated education or career development shall not be considered as time actually worked for purposes of computing overtime and normally shall not occur during regular work hours except that which has the prior approval of the Water and Sanitation Deputy Chief.

No employee shall receive tuition reimbursement in excess of the limitation determined by the Internal Revenue Service. Eligibility for reimbursement is contingent upon an employee completing approved course or seminar, completed with, where applicable, a grade of "C" or better or "pass" when taken on a pass/fail basis, except in extenuating circumstances where such a situation as verifiable illness prevents an individual from completing a course.

## **UNIFORMS**

Prior to the establishment of a new uniform requirement, employees will be given full opportunity to discuss the form, nature, style, and quality of such uniform requirement. If the District establishes a new uniform requirement for employees who are not currently required to wear uniforms, the District shall provide such uniforms.

Employees required to wear safety boots will receive a \$125.00 voucher per fiscal year and cloth overalls. The District further agrees to replace boots worn out in the course of employment. Fit and quality of boots shall be maintained and equal to that of the boot being replaced not to exceed \$125.00. Boots not being replaced must be turned in and inspected prior to a replacement pair being authorized. The employee will be required to turn in the worn out boots and employer will chose the replacement boots.

Employees on a long-term leave of absence (6 pay periods or greater) will have their allowance held in abeyance until they return to work. If the employee returns to work in the next fiscal year or if he/she does not return to work at all, any unused uniform allowance shall forfeited.

## **UPGRADINGS**

An upgrading is the reclassification of a position from one classification to another classification having a higher base salary range. Whenever an incumbent employee is upgraded as a result of such reclassification, pursuant to the Special Districts Personnel Rules, such employee's step placement in the new salary range shall be governed by the Article on "Promotions."

## **USE OF BULLETIN BOARDS**

The District will furnish a reasonable portion of existing bulletin board space for notices of SBPEA. Only areas designated by the appointing authority may be used for posting of notices. Bulletin boards shall only be used for the following notices:

- A. Scheduled SBPEA meetings, agenda, and minutes.
- B. Information on SBPEA elections and the results.
- C. Information regarding SBPEA social, recreational, and related news bulletins.
- D. Reports of official business of SBPEA, including reports of committees or the Board of Directors.

Posted notices shall not be obscene, defamatory, or of a political nature, nor shall they pertain to public issues which do not involve the District or its relations with District employees. All notices to be posted must be dated and signed by an authorized representative of SBPEA, with a copy to be submitted delivered or faxed to the Division Manager, Human Resources, prior to posting or distribution through the District's mail room.

District equipment, materials, or supplies shall not be used for the preparation, reproduction, or distribution of notices, nor shall such notices be prepared by District employees during their regular work time. SBPEA may utilize the District's interdepartmental mail system provided SBPEA picks up and delivers necessary bulletins to the mail room, delivery to be concurrent with regular routes with no special trips made by the District, and SBPEA holds the District harmless against any loss or delays in delivery.

## **USE OF DISTRICT RESOURCES**

SBPEA will be granted permission to use District facilities for the purpose of meeting with employees to conduct its internal affairs during non-work hours, provided space for such meetings can be made available without interfering with District needs. Permission to use District facilities must be obtained by SBPEA from the appropriate appointing authority. SBPEA shall be held fully responsible for any damages to and the security of any District facilities that are used by SBPEA. No District vehicles, equipment, time, or supplies may be used in connection with any activity of SBPEA, except as may be otherwise provided in this Agreement.

## **VISION CARE INSURANCE**

Subject to carrier requirements, the District will pay the premiums for vision care insurance for Unit employees and their dependents, as offered through the County and as approved by the County's Human Resources Division Chief, Employee Benefits and Services.

## **VOLUNTARY TIME OFF**

Voluntary Time Off (VTO) Program is intended to provide employees in a time of fiscal difficulties a means of taking unpaid time off work without losing benefits, which depend on the employee being in a paid status. The following conditions apply:

- A. VTO may be taken in the same increments as vacation time except that the increment is one hour and is limited to eighty (80) hours per fiscal year.

- B. When VTO is taken, leave accruals continue as if the employee were on paid time. Vacation maximum accrual limits will be extended by the amount of VTO taken provided that the employee take the vacation time off during the first thirteen (13) pay periods of the following fiscal year. VTO time counts as time worked toward satisfying the required hours to receive the Benefit Plan.
- C. VTO does not count as hours worked for purposes of computing overtime. Benefits from the Retirement System Contribution Article will only be paid if the employee is in a paid status at least forty (40) hours in any pay period in which VTO is used.
- D. VTO may not be used for situations that would otherwise require Leave Without Pay, or in conjunction with Leave Without Pay. VTO may be used only by an employee who is otherwise on paid status.
- E. VTO is an entirely voluntary program. No employee may be required to take VTO.
- F. VTO may be taken by request of the employee and upon approval of the appointing authority.

### **WORK DISRUPTION**

The parties agree that no work disruptions shall be caused or sanctioned by SBPEA during the term of this Agreement. Work disruptions include, but are not limited to: sit-down, stay-in, speed-up, or slowdown in any operation of the County Water and Sanitation Division, or any curtailment of work, disruption, or interference with the operations of the County Water and Sanitation Division. The parties shall

endeavor to discourage any such work disruptions and make positive efforts to return employees to their jobs. The parties acknowledge that participation of any employee in a concerted work action against the District is grounds for disciplinary action, including termination. The parties agree that no lockout of employees shall be instituted by the District during the term of this Agreement, unless such work disruptions occur.