VRSD CONTRACT NO. 17-001

MEMORANDUM OF UNDERSTANDING

BETWEEN

VENTURA REGIONAL SANITATION DISTRICT

AND

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721

FOR THE PERIOD OF

July 1, 2016 – June 30, 2019

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PREAMBLE

This Memorandum of Understanding (MOU) between the General Manager of the Ventura Regional Sanitation District, hereinafter "District", and the Service Employees International Union Local 721, hereinafter "SEIU", summarizes the agreements reached concerning salaries, hours, and other terms and conditions of employment for July 1, 2016 – June 30, 2019. This MOU shall apply only to those employees occupying positions in classifications within the unit represented by SEIU.

ARTICLE 1 - TERM

The term of this agreement shall be from July 1, 2016 – June 30, 2019.

ARTICLE 2 - WAGES

A. Effective in the pay period following Board approval of this MOU, all members of the bargaining unit shall receive a one-time payment of One Thousand Dollars ($1,000).

B. Effective the payroll period including July 1, 2018, the employees will receive a one percent (1.0%) base salary increase.

C. An employee shall directly deposit his net salary to a bank of his choice via direct electronic paycheck deposit. The District shall manage the specific procedures for direct deposit.

D. Pay day for all employees in this unit shall be every other Friday.

E. The parties agree that in the month of July 2017, SEIU has the right to request that the parties reopen negotiations on Article 2 Wages, and in the month of July 2018 on both Article 2 Wages and Article 4B – the District's contribution to the cafeteria plan.

ARTICLE 3 - SOCIAL SECURITY

A. The cost of social security and Medicare shall be deducted from each employee's salary. The District shall pay its share.

ARTICLE 4 - GROUP INSURANCE

The District shall continue to provide cost-effective group medical, dental, and life insurance plans.

A. Health Insurance Employee Only

Health insurance shall be provided through the CalPERS Health Insurance Program. The District contribution for employees and annuitants for calendar year 2016 shall be one hundred twenty five dollars ($125.00) per month. The District contribution to the employee only medical premium will increase to the CalPERS statutory minimum employer contribution ($128 for 2017 and still unknown for years beyond 2017) on the first payday in January of each calendar year of this MOU.

B. Insurance Options/Cafeteria Plan

1. Effective January 1, 2017, the District shall contribute the following per active employee, per month, toward the cafeteria plan program.

Employee Only:	$878.00
Employee + 1:	$977.00
Employee + 2:	$1,070.00

Effective July 1, 2017, the District shall contribute the following per active employee, per month, toward the cafeteria plan program.

Employee Only:	$1,000.00
Employee + 1:	$1,099.00
Employee + 2:	$1,192.00

2. Cafeteria plan dollars can be used to purchase the unpaid portion of insurance coverages. This includes the following benefits - individual and dependent coverage for group medical, dental, and group vision insurance, if available. If an employee opts out of insurance coverage benefits or chooses coverages which are less than the District cafeteria plan contribution dollars provided above, the maximum amount of cash that any employee can receive through the cafeteria plan per month is $483.00. In addition, to receive opt-out cash, the employee must prove that he/she has the minimum essential coverage ("MEC") as defined by the Affordable Care Act through another source (other than coverage in the individual market, whether or not obtained through Covered California).

3. Dependent care and medical care reimbursement programs shall be offered as a component of the flexible spending account.

4. Employees who elect insurance coverages with premiums in excess of cafeteria plan dollars shall have the excess deducted from their paycheck on a pre-tax basis.

5. The parties agree that during the term of this MOU, the parties can reopen negotiations on the issue of medical insurance if the District is subject to penalties related to this bargaining unit because of the Affordable Care Act. The District will notify the Union of any proposed penalties.

C. Life Insurance

The District shall continue to pay the full employee-only group basic life ($10,000) insurance premiums, to and through the last date of this MOU.

D. Employee Assistance Program (EAP) and Wellness & Health Improvement Program

The District shall maintain an Employee Assistance Program and a Wellness & Health Improvement Program. The nature of the program and the manner of implementation, including but not limited to, selection of carrier(s), provider(s), coverage, eligibility and cost shall be determined by the District.

E. Changes to Cafeteria Plan

If the District pursues quotations from alternative health plans and wishes to make changes to existing benefit plans, the District agrees to meet with SEIU prior to implementation of any changes to any benefit plans.

ARTICLE 5 - VOLUNTARY INSURANCE PROGRAMS

A. Vision

An employee may purchase vision care coverage, on a pre-tax basis, through a District designated vision care carrier at his own expense, and so long as the carrier permits District employees to purchase such insurance.

B. Life Insurance

An employee may purchase dependent life and additional employee optional life coverage through a District designated insurance carrier at his/her own expense, and so long as the carrier permits District employees to purchase such insurance.

C. Disability

An employee may purchase Income Protection (disability) coverage through a District designated insurance carrier at his own expense, and so long as the carrier permits District employees to purchase such insurance.

D. Dental

An employee may purchase dental care coverage, on a pre-tax basis, through a District designated dental care carrier at his own expense, and so long as the carrier permits, District employees to purchase such insurance.

ARTICLE 6 - RETIREMENT

A. The District shall continue to pay the employer's contribution to the Ventura County Retirement Association for each employee. For those employees in Tier I, the District shall pay one hundred percent (100%) of the difference between the biweekly employee contribution rate to the retirement system as of June 30, 1979, and the increases in employee contribution rates resulting from the actuarial study approved June 25, 1979 by the Ventura County Retirement Association Board of Directors. The District shall not be obligated to assume any other increases in the employee contribution to the retirement system.

B. Effective on the first pay period following Board approval of this MOU, employees (not defined as "new members" per the Public Employees' Pension Reform Act of 2013) will pay (pre-tax) the employee contribution (3.93% for the first $350 earned per month and 5.89% for the remainder of compensation earned effective July 1, 2016) to the Ventura County Employees' Retirement Association (VCERA). Such employees will pay the employee contribution (whatever it is set at by VCERA) during the term of this MOU.

The employer contribution shall be treated as an employer contribution (made pursuant to Section 414(h)(2) of the Internal Revenue Code of the United States) in determining the tax treatment of the contribution.

C. For employees hired prior to July 1, 2012, the District provides a supplemental employee retirement plan through the Public Agency Retirement System (PARS) with a benefit equal to the difference between the California Public Employees' Retirement System "2%@ 55" formula and the VCERA Tier I or Tier II benefit formula. The specific benefits shall be as provided in the contract between the District and PARS. All current employees hired prior to July 1, 2012 (who are not "new members" per the Public Employees' Pension Reform Act of 2013) will be required to contribute one percent (1%) of their base salary to pay (pre-tax) for a portion of the PARS supplemental retirement plan. Employees hired after June 30, 2012 (including, but not limited to, those employees who are not "new members" per the Public Employees' Pension Reform Act of 2013), are not eligible for the PARS supplemental retirement plan and will thus, not need to make any contribution from salary to the plan.

D. Annually there shall be a two percent (2%) cost of living adjustment (COLA) on the Ventura County Employees Retirement Association (VCERA) Tier II benefit. This benefit will be administered through the Public Agency Retirement System (PARS). Such benefit will commence immediately for all classifications represented by SEIU and for each incumbent in said classifications. The specific benefits shall be as provided in the contract between the District and PARS. This benefit is not available to employees defined as "new members" as defined by the Public Employees' Pension Reform Act of 2013 ("PEPRA").

E. New members (as defined by PEPRA) will be hired per the 2% @ 62 formula and be required (effective July 1, 2013) to pay their member contribution as determined by the law (the one half the total normal cost rate).

ARTICLE 7 - LEAVE WITH PAY FOR ELECTED OR APPOINTED REPRESENTATIVE

The District shall allow the employees' elected or appointed representative to the SEIU Executive Board up to two (2) hours per month of leave with pay to attend meetings of the aforementioned Board or Council. The leave granted by this Article is for a total of two (2) hours per month at a maximum, not two hours for each meeting attended. Such leave shall be granted only if that elected or appointed representative notifies his/her supervisor of such meetings a minimum of two weeks in advance. Such leave shall not be accrued if it is unused in any month.

ARTICLE 8 - RECOGNITION

A. In accordance with provisions of the Meyers-Milias-Brown Act and provisions of Employer-Employee Labor Relations Resolution No. 72-9, (hereinafter referred to as Resolution No. 72-9) the District recognizes SEIU, as the representative for the purpose of meeting and conferring on matters of wages, hours and other terms and conditions of employment to the extent required by law for all employees (excluding extra-help and limited term) in those certain specified classifications listed below:

- Mechanic Assistant
- Solid Waste Equipment Mechanic
- Senior Grounds Maintenance Worker
- Solid Waste Equipment Operator
- Senior Solid Waste Equipment Operator
- Solid Waste Worker
  Senior Solid Waste Worker

B. **Classification Series for Positions Represented by SEIU**

- Mechanic Assistant – Solid Waste Equipment Mechanic
- Senior Grounds Maintenance Worker
- Solid Waste Equipment Operator – Senior Solid Waste Equipment Operator
- Solid Waste Worker – Senior Solid Waste Worker

ARTICLE 9 - WORK HOURS

A. The normal work week (*i.e.*, number of hours of work scheduled within a week) shall be 40 hours. Each employee will have two consecutive days off. If an employee is assigned to work both Saturday and Sunday, the District will make a reasonable effort to assign the employee to a 4/10 schedule. For employees assigned to the 9/80 work schedule, their FLSA workweek of 168 consecutive hours will begin exactly four hours after the start time on the day of the week which constitutes each employee's alternating regular day off.

B. It is recognized that it has been and will continue to be the practice of the District to allow employees a reasonable amount of time, as determined by the unit manager, for groups of employees to change clothes or clean up at the start and/or end of a work day. Any such time used by the employees outside the normally assigned work day shall not constitute hours worked under the provisions of the FLSA, except reasonable cleanup time, which is usually around 15 minutes, shall be counted as hours worked whenever an employee is not afforded such cleanup time before the end of the normally assigned work day.

ARTICLE 10 - REST AND MEAL PERIODS

A. When work can be interrupted without adversely affecting job duties and operational activities, there may be a rest period which shall be taken at a time and place and in a manner determined by the employee's immediate supervisor. Such rest period shall be with pay and shall not exceed thirty (30) minutes once per day. The rest period starts when the employee stops working. The rest period ends when the employee starts working again. The rest period is intended to be a recess to be preceded and followed by an extended work period. Consequently, it may not be used to cover an employee's late arrival to work or early departure. Nor may it be regarded as accumulation of time if not taken. The District agrees to endeavor to not interrupt rest periods with District meetings.

B. An employee's lunch break must begin prior to the end of the 5th hour of work.

ARTICLE 11 - PERFORMANCE APPRAISAL REPORTS

A. Every bargaining unit member (which may be full time or part-time employees) shall be given a formal periodic evaluation of job performance and such evaluation shall be discussed with the employee. The performance evaluation may be used, at the General Manager's discretion, as the basis for granting or withholding merit salary advancements within a salary range for both regular full-time and regular part-time employees.

B. Appraisal Reports normally shall be prepared by the first line supervisor, presented to and discussed with the employee. All derogatory comments about such things as absenteeism, safety violations, and accidents must have written documentation as backup before they are included in a performance appraisal report.

ARTICLE 12 - SUGGESTION AWARDS

A. In an effort to encourage employees to make suggestions which improve the efficiency and economy of District activities, the District hereby establishes a suggestion award program. If the District implements (based on its assessment) an employee's suggestion the following award schedule shall apply:

Extent of Yearly Savings	Award
Up to $4,000	$50 + recognition certificate
$4,000 - $10,000	$100 + recognition certificate
Over $10,000	$200 + recognition certificate

Suggestion system awards are limited to three (3) per year per employee. The Employee Suggestion Program procedure is available in the Human Resources Department.

ARTICLE 13 - OVERTIME

A. "Overtime" means time duly assigned and worked in excess of the regularly scheduled forty (40) hours in the assigned seven (7) day work week consistent with the provisions of the Fair Labor Standards Act (FLSA). All paid time except sick leave shall count as time worked when computing the forty (40) hours. Standby duty, and a call back minimum shall not count as time worked when computing the forty (40) hours.

B. All overtime worked will be paid as overtime pay, not as compensatory time off.

C. The District will make a reasonable effort to offer overtime work to employees in regular status before offering the same overtime work to employees in extra-help status.

D. No overtime credit shall be given or allowed for any period of less than 12 minutes worked in the current workweek. Fractions of overtime may not be accumulated to total the first 12 minutes of overtime in a workweek. Credit may be given or allowed only for increments of 12 minutes.

E. Employees desiring to work overtime shall sign up on a list posted daily by the District. The sign up list will serve to document overtime offered, not offered, refused, and/or assignment of such.

F. The District will attempt to offer overtime within a position classification to those employees who have signed up to work the overtime in reverse order based on the total amount of overtime actually worked and refused in the previous quarter of the year. The employee who has signed up for overtime and who has the least amount of overtime actually worked and refused in the previous quarter of the year normally will first be offered the available overtime within the employee's position classification. Employees are required to work any overtime, within the employee's position classification, which is offered and accepted.

G. At the request of SEIU, at the end of each quarter of the year the District and SEIU will review the sign up lists and the actual assignment of overtime within a position classification to check on the status of the attempt to have equitable offering of overtime.

ARTICLE 14 - SOLID WASTE CERTIFICATION

Any employee hired before July 31, 2011 who possesses a Certificate for Solid Waste Operations issued by the District, the United States Environmental Protection Agency for the District, or any other entity specifically approved by the District, shall receive certification pay of approximately five percent (5%) even if the employee is on the last step of his salary range. The Certificate for Solid Waste Operations shall be renewed every two (2) years and continued receipt of the certification pay shall be contingent upon such renewal. The District will provide training to all members of the unit during work hours every other year. Attendance at such training is necessary for those employees who receive the pay to retain their certification and pay. Employees hired after August 1, 2011 are not eligible to receive this pay.

ARTICLE 15 - SALARY WHEN TEMPORARILY ASSIGNED TO A HIGHER CLASSIFICATION

A. Whenever a regular, full-time employee is temporarily assigned to work in a classification having a higher salary range and the employee so assigned is replacing a regular employee normally assigned to a higher classification during authorized vacation, sick leave, industrial injury leave, or other absence, and who has worked in said higher classification for at least two consecutive hours, he shall be paid at a step within the salary range of the higher position which shall afford an increase of at least five percent (5%); provided, however, that no salary increase shall exceed the maximum level of the salary range regardless of percentage, and further provided that the two consecutive hour period shall apply each time a regular employee is assigned to the higher classification in this manner.

B. Only an employee who possesses the qualifications necessary to perform the duties of the higher position classification and has received notice of the assignment prior to temporarily assuming the duties of the higher class shall be so appointed.

C. Employees temporarily assigned to such higher classifications must assume essentially the full range and scope of duties for the higher position to which the employee is appointed before being eligible for the additional salary provided herein.

D. Training Programs

1. Notwithstanding the above, pursuant to an established training program, management may assign an employee to perform duties and functions that are not within the employee's class specification for purposes of training.

2. In these circumstances no out-of-class pay shall be made.

3. This applies both to cross-training and apprenticeship type training.

4. However, once an employee in an established training program checks out on a piece of equipment that employee shall commence receiving out-of-class pay for work on that equipment even if the employee has not otherwise completed the entire training program.

5. The current Solid Waste Equipment Operator Training Program shall remain in place and continue to be offered during the term of this agreement. Any proposed changes to this program will first be discussed with SEIU 721.

ARTICLE 16 - CALL BACK/STANDBY PAY

A. When an employee is assigned to standby duty, such employee shall be compensated for actual time on duty at a rate of one dollar and thirty cents ($1.30) per hour, and for time worked as the result of a call back to duty at time and one-half. In no instance shall a call back to duty be considered as less than three hours for pay purposes, with time measured as time at the work site. No employee shall be paid for call back time and standby simultaneously.

B. The District has the exclusive right to determine the need for standby and time of standby.

ARTICLE 17 - SHIFT PAY

Persons required to work a full shift between 3:00 p.m. and 8:00 a.m. shall be paid a salary differential of five percent (5%).

ARTICLE 18 - TRANSFER OF FUNCTION

A. In the event the District enters into any agreement with another public employer or private entity which involves the contracting out or transfer of functions now being performed by employees in this bargaining unit to another public or private agency, the District will advise such public or private entity of the existence of the terms of this Memorandum of Understanding. In addition, the District will urge the employer absorbing the District function to employ the affected workers. The District commits to support efforts that any new employer will employ the affected workers. When advance knowledge of the impact of pending changes in function, organization, or operations is available, which will result in the abolishment of positions or when there is any reassignment from one department to another or to another agency, management should attempt to transfer or request employees move to vacant positions for which they qualify.

B. In the event the District abolishes positions and layoffs employees in this bargaining unit because of a contracting out or transfer of functions to another public or private entity, employees shall be paid a severance payment equal to accrued and unused CAL granted under Article 21.

ARTICLE 19 - REDUCTION IN FORCE

It is understood and mutually agreed that the District retains the sole and exclusive right to determine the merits, necessity, and level of any activity or service. Whenever the District's exercise of these rights results in a reduction in force, the following procedures shall be observed.

A. Layoff/Bumping

In-so-far as reasonably possible, a reduction in force shall be accomplished by attrition within each position classification affected. When attrition will not produce the necessary reduction in force, the following procedures shall be followed:

1. Temporary employees shall be laid-off.

2. Extra-help employees shall be laid-off.

3. For regular employees, the order of layoff within each classification shall be determined after considering factors such as: individual employee performance, seniority (measured as continuous District service, including prior County service in the case of employees transferred en masse in 1972), disciplinary actions, knowledge, experience and ability.

4. A regular employee who is subject to layoff pursuant to the procedures outlined in 3 above, may displace another solid waste employee in a lower classification previously held by him/her or within the same series as defined in Article 8 if the employee has greater seniority than the displaced employee and if the employee's abilities (as outlined in the criteria listed in 3 above) are equal to or greater than the displaced employee. In the same manner, the displaced employee may likewise displace another employee and so on. If the employee bumps within the series into a position not previously held, the bumping employee must meet the minimum qualifications for the job and must be able to demonstrate that he/she can perform the job into which he/she wishes to bump.

B. Recall/Reinstatement

1. As vacancies occur in each solid waste job classification, each employee displaced or laid-off in that classification shall for a period of one year from the date originally displaced or laid-off be offered, in the reverse order displaced or laid-off, a one-time opportunity to return to work in his/her former classification. If a reinstatement offer is refused, the District is not obligated to make a second offer to that individual.

2. Notwithstanding the above limit, a displaced employee shall be eligible for reinstatement to fill a vacancy in his/her displaced classification for a second year from the date of displacement, provided the employee is qualified and competent.

3. Each employee who is reinstated to his/her former position shall regain the same step as occupied prior to layoff.

4. Each laid-off employee who is reinstated, within one year shall have his/her salary anniversary date reestablished as if the time off the job were an authorized leave of absence without pay. The same procedure shall be used to reestablish the employee's continuous service date. No probation period shall be required for laid-off employees who are reinstated.

5. Each displaced employee who is reinstated within one year shall have his/her salary anniversary date reestablished as if the time out of the position were an authorized leave of absence without pay. No probation period shall be served and there shall be no adjustment to the continuous service date.

6. Each displaced employee who is reinstated after one year but before the end of the second year shall serve a six month probationary period and be subject to all the associated rules and procedures, such as, but not limited to: salary, salary anniversary date, performance evaluation, etc. There shall be no adjustment to the employee's continuous service date.

C. If there is a reduction in force, prior to its implementation the District agrees to meet and confer regarding the factors referred to above at Section A3 used to rate employees for a layoff and the percentage value of the factors if such meet and confer is requested in writing by the Union.

ARTICLE 20 - HOLIDAYS

A. Assigned Holidays

1. Paid assigned holidays are: New Year's Day (January 1); President's Day (third Monday in February); Memorial Day; Independence Day (July 4); Labor Day; Veteran's Day; Thanksgiving Day (fourth Thursday in November); Christmas Day (December 25) and every day appointed by the Governor of the State for a public thanksgiving or public holiday shall be paid assigned holidays. If a holiday falls on a weekend which is a regular day off for the employee, the holiday moves to the employee's closest workday (*e.g.*, Saturday moves to Friday and Sunday moves to Monday). If a holiday falls on an employee's regular day off between Monday and Friday, it moves to the employee's closest workday (*e.g.*, Monday moves to Tuesday and Friday moves to Thursday). If an employee's holiday moves to another workday, and the employee is required to work on that day, the employee shall receive time and one half for the hours worked on the holiday in addition to being paid for his/her regular hours for that day.

2. If a holiday falls during any other approved paid leave of absence (*e.g.*, sick leave, vacation or jury duty) the day of the holiday shall be considered holiday leave and the other paid leave will not be utilized.

3. When the site is opened on a holiday, employees shall be offered the right to work on the holiday per a rotation process so that each of the employees in the unit will

be offered the right to work the holiday. The rotation process will include lists of each classification within the bargaining unit and employees within each list will be organized based on seniority in District employment. Prior to each holiday, management will determine the number of employees within each classification necessary to operate the landfill. On the effective date of this MOU, the first person who will be offered the right to work on such a holiday will be the most senior employee in each classification and District management will then go down the lists in seniority order. If an employee is offered the right to work a holiday and declines, he/she will be bypassed and the next person will be asked and so on. Once District management has achieved the desired number of employees within each classification, management will stop going down the lists. At the next opportunity, the next person in order on each list will be asked. With this process, each employee within each classification will be asked to work holidays the same number of times and will have the option when asked to either work the holiday or decline to work it.

4. Employees may be required to work on days that are their assigned holidays. When this happens, the employees shall be paid in accordance with the provisions of this agreement. Management shall make a reasonable effort to allow absences on assigned holidays, if requests are presented in writing seven (7) calendar days ahead of the date of the requested absence. Emergency requests will be considered at any time.

B. Floating Holidays

District offices and facilities may remain open on: Martin Luther King, Jr. Day (third Monday in January); the day following Thanksgiving; Lincoln's Birthday; and on December 24 and December 31. Employees shall receive a day off in lieu of the day following Thanksgiving, a day off in lieu of Martin Luther King Jr. Day, a day off in lieu of Lincoln's Birthday, a day off in lieu of Christmas Eve (December 24th), and two hours off on December 31. The holidays provided for in this paragraph are deemed floating holidays and may be authorized to be taken on the date of each holiday (if requested by the employee to be off) or added to the accrued Comprehensive Annual Leave bank of each employee.

C. Part-time Employees

Regular part-time employees shall receive such holiday time proportionate to the relationship that the employee's actual hours bear to eighty hours. Employees so assigned shall be allowed, subject to advance supervisory approval, to take these holiday hours as time off with pay, provided, however, that the operation of a landfill or other facility shall not be impaired.

D. Limitations

To be entitled to pay for paid holidays, an employee must be entitled to pay for both the scheduled working days before and after such holiday.

ARTICLE 21 - COMPREHENSIVE ANNUAL LEAVE

The parties agree on the following Comprehensive Annual Leave (CAL) program.

A. Purpose

To provide an annual leave program that combines the time-off accruals for vacation and sick leave into one account.

B. Eligibility

Full time regular and probationary employees accrue CAL credits from the first day of work.

C. Accrual Rate

1. Full time regular and probationary employees earn CAL in accordance with the following schedule:

Accruals per* Years of Service	Accruals per* Pay Period	Comprehensive Annual Leave In Days
Less than 5	5.53 hours	17.97 days
5 but less than 11	7.06 hours	22.94 days
11	7.37 hours	23.95 days
12	7.67 hours	24.92 days
13	7.98 hours	25.93 days
14	8.29 hours	26.94 days
15 or more	8.60 hours	27.95 days

*Based on 26 pay periods per year.

2. Annual leave is earned on a pro rata basis for each pay period the employee works. If an employee is absent from work for more than one-half of the pay period, due to an absence without pay, the employee's accrual rate for that pay period shall be reduced on a pro rata basis.

3. Regular part-time employees shall receive regular full-time annual leave benefits in the proportion that actual time worked bears to 80 hours per biweekly period.

D. Maximum Accrual:

CAL may be accrued up to a maximum of 490 hours. Once an employee reaches the maximum, he/she must use his/her CAL bank to continue to accrue additional CAL.

E. Use:

1. Normally, employees are expected to schedule CAL time off in advance with the supervisor.

2. In an urgent or emergency situation, an employee may request CAL time off on an unscheduled basis by calling the supervisor as soon as possible, but at least thirty minutes prior to the scheduled start time.

3. Excessive unscheduled time off may result in discipline.

4. Employees absent for three consecutive days on account of sickness, injury or quarantine or for non-emergency medical or dental care, or because of death or critical illness of a child, parent, spouse, registered domestic partner, grandchild, grandparent, sibling or parent (including step parent) in law shall be paid only upon furnishing the District with satisfactory proof that the absence was due to such causes. Notwithstanding the above, the District reserves the right to require substantiation (including, but not limited to, a doctor's certificate or a sworn affidavit), where abuse is suspected.

F. Minimum Charge

The minimum charge to CAL credits is thirty (30) minutes.

G. Holidays

If a holiday falls within a time period when the employee is using CAL credits, the holiday will not be charged to CAL.

H. Leave of Absence Without Pay

1. An employee who is on a Leave of Absence Without Pay will not accrue CAL credits.

2. At the District's discretion, all CAL may be required to be exhausted before an employee may be placed on a Leave of Absence Without Pay.

I. Termination Pay-Off

All accrued CAL credits will be paid at the employee's regular base rate of pay (excluding certification pay) at the time of termination, death, or retirement.

J. Redemption

1. The District's Vacation/CAL Redemption Program sets forth a "cash out" provision that allows employees the flexibility to "cash out" a portion of accrued but unused comprehensive annual leave hours. Employees may request to receive pay, in lieu of any accrued but unused comprehensive annual leave hours, if the following criteria have been met: an employee must have used 80 hours of comprehensive annual leave during the previous 12 months (these hours do not need to be consecutive) and payment in lieu of accrued, but unused comprehensive annual leave, cannot be made more than twice per calendar year. Payment will be at the base wage rate in effect at the time of the request (including Certification Pay if eligible), less applicable taxes.

2. The District has the right to set up reasonable procedures and rules to cover administrative details but must first discuss with SEIU before implementation. SEIU agrees that the preceding sentence does not set up a formal re-opener. However, the District, will, in good-faith, seek SEIU's input (which may require a meeting) into the procedures.

K. Catastrophic CAL Donation Program

1. Employees may voluntarily donate CAL leave to another employee who has suffered a catastrophic injury or illness and who has exhausted his/her accumulated paid leave pursuant to the CAL Donation Program.

2. A catastrophic illness or injury is an illness or injury that is expected to incapacitate a regular full-time or part-time employee for an extended period of time, or that incapacitates a member of the employee's family (spouse, child, or parent) which requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her paid time off.

3. Guidelines & Procedures: Any employee, employee organization, manager, relative or friend, after consultation with the Human Resources Office, may initiate a written request to receive leave donations under the Catastrophic Leave Donation Program. Once the request has been received, Human Resources will forward the request to the General Manager for approval.

   (a) If the written request is initiated by someone other than the employee, the employee will be contacted to determine if he/she desires to participate in the leave donation program. If willing to participate, the employee will sign an agreement allowing publication and distribution of information regarding the employee's situation.

   (b) The employee may be required to provide verification from the attending physician of the illness or injury before and while using time donated under this program.

   (c) The catastrophic leave donation program is available to all employees in positions represented by SEIU.

   (d) A maximum of 160 hours of CAL may be donated to any one recipient.

4. Leave Donations: All donated time is voluntary. There will be no pressure or coercion in the solicitation of donations for the time bank. Supervisors shall not solicit donations for any employee from subordinate employees.

   (a) Donations can be made to employees within the SEIU bargaining unit.

   (b) Donations shall be a minimum of eight (8) hours and shall be donated from the employee's CAL accruals. Sick leave accruals and compensatory time are not eligible for donation.

(c) An employee may donate any number of CAL hours provided he/she does not reduce his/her total accrued balance to less than 80 hours after the donation.

(d) Donations should be recorded on the "Voluntary Donation of Leave" form.

(e) In the event the employee returns to work before all donated hours have been exhausted, he/she may retain a maximum of 80 donated hours. Unused donated CAL accruals are not retrievable by the donor.

5. Administration

(a) All employees in SEIU-represented positions are eligible to participate in the Catastrophic Leave Donation Program.

(b) Participation in the program will be voluntary both for the donating employee and the recipient of the donation.

(c) Donation forms shall be submitted directly to the Human Resources Office to help ensure the employee's decision to donate is confidential. The number of hours donated as well as the cash equivalent will be confidential.

(d) Donated CAL hours will be converted to the equivalent CAL hours of the recipient.

(e) The District makes no representation or guarantees to either the donor or recipient with regard to the tax status of donations made pursuant this program. Employees participating in the leave donation program, whether as a donor or as a recipient, are encouraged to consult with a personal tax advisor regarding potential state and/or federal tax implications.

ARTICLE 22 - BEREAVEMENT LEAVE

A. Unit employees shall be entitled to an additional three (3) days NOT charged against Comprehensive Annual Leave as bereavement leave in the event of the death of a member of the employee's immediate family.

B. "Work Day" for purposes of granting bereavement leave shall be considered as the employee's regularly scheduled work day. Employees with a five (5) day per week/eight (8) hr. per day schedule shall be entitled to up to three (3) days in an amount not to exceed 24 hours. Employees with a 9/80 schedule shall be entitled to up to three (3) days in an amount not to exceed 27 hours. Employees with a four (4) day per week/ten (10) hr. per day schedule shall be entitled to up to three (3) days in an amount not to exceed 30 hours.

C. "Immediate Family" means an employee's mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, spouse, grandparent, grandchild and child by birth, marriage, foster or guardian relationship.

D. An employee may supplement his or her bereavement leave by using up to five (5) days of Comprehensive Annual Leave.

ARTICLE 23 - DRUG FREE WORKPLACE

A. The District and SEIU recognize the effects of alcohol and drug abuse in the workplace. While the District has no intention of intruding into the private lives of its employees, involvement with drugs or alcohol off the job can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public, as well as themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.

B. See the District's Alcohol and Drug Abuse Policy for the full text of the policy and employee responsibilities.

ARTICLE 24 - SAFETY EQUIPMENT

A. Safety Boots

The District shall provide approved safety boots annually for each employee required by the District to wear safety boots up to a maximum cost of two hundred and fifty five dollars ($255.00) for the purchase of boots (one or more pair purchased at the same time). SEIU agrees the District has the right to set up reasonable procedures and rules needed to cover implementation details, such as: participation, selection, ordering, delivery, payment, replacement of defective or damaged goods, etc.

B. Safety Glasses

The District shall pay the cost of approved safety glasses for each employee required by the District to wear safety glasses up to a maximum of two hundred dollars ($200.00). SEIU agrees the District has the right to set up reasonable procedures and rules needed to cover implementation details, such as: participation, selection, ordering, delivery, payment, replacement of defective or damaged goods, etc.

C. Uniforms

The District shall provide at no cost approved uniforms for each employee required by the District to wear a uniform. A uniform shall consist of a jacket and coveralls or shirt & trousers. Each employee in the unit will be given one set of uniforms (11 shirts, pants and coveralls) and he/she is responsible for the uniform. If lost or missing because of the actions of the employee (*i.e.*, while in the employee's possession, the uniform was lost or destroyed), the employee is required to pay for them. SEIU agrees the District has the right to set up reasonable procedures and rules needed to cover details, such as: participation, selection, ordering, delivery, cleaning, replacement of defective or damaged goods, return at termination, etc.

D. General

Each employee has the responsibility to use and make sure that the personal and safety equipment provided by the District is in good repair and functioning properly. Any employee who fails to use such equipment in a proper manner may be disciplined in accordance with the District's Disciplinary Guide and Procedures.

ARTICLE 25 - JURY DUTY

A. No deduction shall be made from the salary of any employee to serve on jury duty. The employee need not remit the jury duty fee, if any.

B. If jury duty falls on an assigned day off the District will not compensate the employee for that day. When an employee assigned to jury duty is required to work after a daily jury duty assignment where such jury duty assignment was equal to or in excess of the employees' daily work schedule, the time actually in excess of the employee's normal work schedule that is worked by the employee shall be paid in cash as overtime.

ARTICLE 26 - GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is an allegation by an employee, submitted as herein specified, claiming the employee was adversely affected by a misapplication of the express terms of the Personnel & Salary Ordinance or this agreement.

2. A "grievant" is an employee or group of employees.

3. A "day" is a calendar day.

B. Grievance Procedure Exclusions

1. The grievance procedure is not to be used for the purpose of changing the content of the Personnel & Salary Ordinance or the content of a collective bargaining agreement.

2. The grievance procedure is not to be used to challenge the content of employee evaluations or performance reviews.

3. The grievance procedure is not to be used in cases of oral reprimand, written reprimand, reduction in pay, demotion, suspensions, or dismissal.

4. The grievance procedure is not to be used to challenge examinations or appointment to positions.

C. Informal Resolution

1. An employee with a grievance must within ten (10) days from the initial date of the event giving rise to the grievance inform and discuss the

grievance with the immediate Supervisor or his/her designee to, in good faith, endeavor to resolve the matter expeditiously and informally.

2. If such informal discussion does not resolve the grievance to the employee's satisfaction, the employee may file a formal grievance in accordance with the procedures set forth herein.

D. Time Lines

1. Grievances must be presented for resolution within the time frame set forth in this grievance procedure. If the employee fails to appeal from one level to the next level within the time limitation established in the grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subjected to further appeal or reconsideration. If the grievant does not receive a response within the prescribed time limits, the grievance automatically goes on to the next step.

2. Any level of review or any time limits may be waived or extended only by mutual written agreement between the employee (or his/her authorized representative) and the District.

E. Contents of Grievance

1. In filing a formal grievance, the employee must set forth the following information:

   (a) The specific section of Personnel & Salary Ordinance or this agreement allegedly misapplied.
   (b) The specific act or omission which gave rise to the alleged misapplication.
   (c) The date or dates on which the misapplication occurred.
   (d) What documents, witnesses or other evidence support the employee's assertion.
   (e) The remedy requested.
   (f) Signature of aggrieved employee and date.

2. An employee's failure to provide the required information shall result in the prompt return of the written formal grievance to the employee for completion. Any delay on the part of the employee to resubmit his grievance shall not extend the time limits for submittal of a grievance, except by written approval of the Director of Operations.

F. Grievance Process

1. Formal Grievances shall be processed in the following manner:

Level One:
If the matter is not resolved at the informal resolution stage, the employee may within ten (10) days after the informal resolution discussion present his/her grievance in writing to his/her immediate supervisor. The immediate supervisor

shall consider the grievance and answer the employee's grievance in writing within ten (10) days after receipt of the grievance.

Level Two:
If the matter is not resolved at Level One, the employee may within ten (10) days after the written answer appeal his/her grievance to the Director of Operations. The Director of Operations, or his designee, shall discuss the grievance with the employee, the employee's representative, if any, and with other appropriate persons. The Director of Operations will answer the grievance in writing within ten (10) days after receipt of the grievance.

Level Three:
If the Director of Operation's response does not result in resolution of the grievance the following procedures will apply:

(a) The employee may appeal the grievance to advisory arbitration by presenting it to the Human Resources Office within five (5) calendar days of the employee's receipt of the Director of Operation's response to the grievance.

(b) The District and the employee shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either the District or the employee may request the State Mediation and Conciliation Service to submit to them a list of seven arbitrators who have had experience in the public sector. They shall select the arbitrator by alternately striking names from a list until one name remains. Such person shall then become the arbitrator.

(c) The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties.

(d) The arbitrator shall be bound by the following:

    (1) The arbitrator shall neither add to, subtract from, nor modify the language of the applicable collective bargaining agreement or of District rules and regulations in considering any issue properly before them.

    (2) The arbitrator shall expressly confine himself/herself to the precise issues raised by the grievance and submitted to them, and shall have no authority to consider any other issue not so submitted.

    (3) Any monetary award in favor of the grievant is limited to lost wages suffered measured from the date of the grievance forward. In no event shall the arbitrator award any other type of monetary award, including, but not limited to attorneys' fees.

    (4) Upon conclusion of the hearing, the arbitrator shall submit findings and an advisory recommendation to the employee and to the General Manager.

    (5) The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the grievant. All other expenses shall be borne by the party incurring them.

Level Four:
The General Manager shall, within ten (10) calendar days of receipt of the written findings and advisory recommendation, make the final determination of the grievance and submit it in writing to the employee and his/her designated representative.

G. Right to Representation

The grievant may be represented by the Union, an attorney or one representative from the District staff. If the representative is a fellow employee, the employee will receive time off from his or her work assignment for the time of the grievance meeting or hearing plus reasonable travel time. Forty-eight hours prior to the grievance meeting or arbitration, the employee shall inform the Human Resources Office whether he or she will be represented at the grievance meeting or arbitration and identify the representative.

H. No Reprisal

No employee shall be penalized or retaliated against in any way for availing himself/herself of the grievance process.

ARTICLE 27 - PROCEDURE FOR TAKING DISCIPLINARY ACTION

Disciplinary action shall be taken in compliance with the following procedures:

A. Notice of Intent

1. Whenever the District intends to suspend an employee for three days or more, demote the employee, reduce the employee in pay, or dismiss the employee, the District shall give the employee a written notice of proposed discipline which sets forth the following:

   (a) The disciplinary action intended;
   (b) The specific charges upon which the action is based;
   (c) A summary of the facts upon which the charges are based;
   (d) A copy of all written materials, reports, or documents upon which the discipline is based;
   (e) Notice of the employee's right to respond to the charges either orally or in writing to the District.
   (f) The date, time and person before whom the employee may respond within five (5) working days;
   (g) Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.

2. Other types of discipline such as oral reprimands or written reprimands shall not be subject to the procedures set forth in this Section.

   a. For verbal and written reprimands as well as suspensions of two days or less, the District acknowledges that those types of discipline and the underlying conduct forming the basis for such discipline should be brought to the

employee's attention as soon as reasonably possible so that the employee can effectively defend him/herself. The District will endeavor to be as expeditious as possible to give the employee notice.

B. Response by Employee

The employee shall have the right to respond to charges set forth in the written notice of proposed discipline orally or in writing. The employee shall have a right to be represented at any meeting set by the District to hear the employee's response. The employee's response will be considered before final action is taken.

C. Final Notice

1. After the employee responds to the charges set forth in the written notice of proposed discipline, or the time to make such response expires, the District shall take one of the following actions: (1) dismiss the written notice of proposed discipline and take no disciplinary action against the employee, (2) modify the written notice of proposed discipline or (3) prepare and serve upon the employee a final notice of disciplinary action. The final notice of disciplinary action shall include the following:

   (a) The disciplinary action taken;
   (b) The effective date of the disciplinary action taken;
   (c) Specific charges upon which the action is based;
   (d) A summary of the facts upon which the charges are based;
   (e) The written materials, reports and documents upon which the disciplinary action is based;
   (f) The employee's right to appeal.

D. Record of Un-grievable Disciplinary Actions

After three (3) years from date of issuance and at the employee's written request, counseling memos and oral or written reprimands will be removed from the employee's Personnel File providing there has been no recurrence of similar conduct or other documented unacceptable conduct within the three (3) year period, there is no discipline currently pending and the employee is not on notice to improve.

ARTICLE 28 - DISCIPLINARY HEARING

The appeal procedure described herein shall apply to cases of disciplinary suspension, reductions in pay, demotions and dismissals affecting regular employees.

A. Request for Hearing

1. Within seven (7) working days, *i.e.*, days when the District Office is open for business, after the employee's receipt of the final notice of disciplinary action, the employee (or the employee's representative) may file a written Request for an Appeal with the Human Resources Office. If the employee fails to submit a written Request for Appeal within the required time period, the District's actions shall be final and shall take effect as prescribed in the final notice of disciplinary

action. If the employee does file a Request for Appeal within the required time period, the Request must include the following information:

(a) An admission or denial of each charge set forth in the final notice of disciplinary action with an explanation of the reasons the charge is admitted or denied.
(b) A statement of any affirmative defenses the employee wishes to assert in response to the charges.
(c) A statement as to whether or not the employee agrees with the proposed penalty set forth in the final notice of disciplinary action with an explanation of the employee's position.
(d) The employee's current address.
(e) A request for a hearing.

2. Failure to provide any of the information set forth above may prevent processing of the appeal.

B. Selection of an Advisory Arbitrator

Upon receipt of the request for an appeal, the employee or his/her representative and the employee's Department Head or his/her representative shall be notified by the Human Resources Office. The parties shall then have ten (10) days to select an advisory arbitrator. If they are unsuccessful, the Human Resources Office shall request a list of seven from the State Mediation and Conciliation Service. The parties shall select the advisory arbitrator by alternately striking names from the list until one name remains. The employee shall strike first.

C. Scheduling of Hearing

The appeal hearing shall be scheduled at least twenty (20) working days from the date of the filing of the Request for Appeal. All interested parties shall be notified in writing of the day, time, and place of the hearing at least ten (10) working days prior to the hearing.

D. Pre-Hearing Procedure

1. Subpoenas: The arbitrator is authorized to issue subpoenas at the request of either party prior to commencement of the hearing. After the commencement of the hearing, subpoenas shall be issued by the arbitrator only for good cause.

2. Exhibits and Witness Lists: Five (5) working days prior to the date set for the hearing, each party shall serve upon the other party and submit to the Human Resources Department a list of all witnesses and a list and copy of all exhibits. Neither party will be permitted to call during the hearing any witness not identified pursuant to this section nor use any exhibit not provided to the other party pursuant to this section unless that party can show that they could not reasonably have anticipated the prior need for such witness or such exhibit.

E. Record of Proceedings and Costs

1. Court Reporter: All disciplinary appeal hearings may, at the discretion of either party, be recorded by a court reporter. Any hearing which does not utilize a court reporter, shall be recorded by audio tape. If a court reporter is requested by either

party, that party shall pay the cost of the court reporter. If both parties request a court reporter, the cost will be split equally.

2. Employee Witness Compensation: Employees of the District who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. The arbitrator may direct that such employees remain on call until called to testify. Employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually testify unless the District agrees to a different arrangement.

F. Conduct of the Hearing

1. The hearing need not be conducted in accordance with technical rules of evidence and witnesses but hearing shall be conducted in a manner most conducive to determination of the truth.

2. Any relevant evidence may be admitted if it is the type of evidence on which responsible persons are accustomed to rely 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 objection in civil actions.

3. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence that shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

4. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.

5. Irrelevant and unduly repetitious evidence may be excluded.

6. The arbitrator shall determine relevancy, weight and credibility of testimony and evidence. Decisions made by the arbitrator shall not be invalidated by any informality in the proceedings.

7. During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon request of either party.

G. Burden of Proof

In a disciplinary appeal the District has the burden of proof by preponderance of the evidence.

H. Presentation of the Case

The hearing shall proceed in the following order unless the arbitrator, for special reasons, directs otherwise:

1. The party imposing discipline (District) shall be permitted to make an opening statement.

2. The appealing party (employee) shall be permitted to make an opening statement, or reserve an opening statement until presentation of their case.

3. The party imposing disciplinary action (District) shall produce their evidence.

4. The party appealing from such disciplinary action (employee) shall produce their evidence.

5. The party imposing discipline (District) followed by the appealing party (employee) may offer rebutting evidence.

6. Closing arguments shall be permitted at the discretion of the arbitrator. The party with the burden of proof shall have the right to go first and to close the hearing by making the last argument. The arbitrator may place a time limit on closing arguments. The arbitrator or either party may request the submission of written briefs. If written briefs are requested by either of the parties, the arbitrator will determine whether to allow the parties to submit written briefs and, if so, to determine the maximum number of pages for such briefs.

I. Written Findings and Recommended Decision

1. The arbitrator shall render his/her findings and recommended decision as soon after the conclusion of the hearing as possible, and in no event, later than twenty (20) working days after concluding the hearing, unless otherwise stipulated to by the parties.

2. The arbitrator may recommend the sustaining or rejecting of any or all of the charges filed against the employee. The arbitrator may recommend sustaining, rejecting or modifying the disciplinary action invoked against the employee. If the arbitrator recommends reinstatement of a terminated employee, the employee shall be only entitled to back pay as set forth in the decision. At a maximum, such back pay shall be pay during the period of absence minus the sum the employee has earned during the period of absence. If a dismissal is not sustained, the proposed decision shall set forth a recommended effective date the employee is to be reinstated.

J. Fees and Expenses

The fees and expenses of the arbitrator and the hearing shall be borne by the District. All other expenses shall be borne by the party incurring them.

K. Recommendations to the General Manager

1. The arbitrator's recommended decision is advisory to the General Manager. The recommended decision shall be filed with the charged employee, the Department Head and the General Manager, and shall set forth all findings and conclusions.

2. Any party wishing to contest the arbitrator's recommended decision may request within ten (10) working days of the arbitrator's recommended decision, a transcript of the hearing for review by the General Manager. The party requesting

the transcript shall pay the cost of the transcript. If both parties request a copy of the transcript, the cost shall be borne equally.

L. Final Action by General Manager

Within forty-five (45) days of the arbitrator's recommended decision, the General Manager shall ratify, modify or reverse the recommended decision. The decision of the General Manager shall be final. The General Manager's decision shall be transmitted to the employee and to the Department Head.

M. Judicial Review

1. Petition for Writ of Mandate: Judicial review of any decision of the General Manager may be had pursuant to Section 1094.5 of the California Code of Civil Procedure only if the Petition for Writ of Mandate is filed within the time limits specified in Section 1094.5.

2. 90 Days from Final Decision: Pursuant to Code of Civil Procedure Section 1094.6, any Petition for Writ of Mandate shall be filed not later than the ninetieth (90th) day following the date on which the General Manager gives written notice of the final decision.

ARTICLE 29 - CORRESPONDENCE

District shall make a reasonable effort to deliver disciplinary correspondence directly to the employee, except when such delivery would result in unreasonable or unnecessary delays.

ARTICLE 30 - TEXTBOOK AND TUITION PROGRAM

A. In an effort to encourage employee development and improved standards of excellence in job performance, the District has established a textbook and tuition reimbursement policy. Unit employees are entitled to participate in this program. It is recognized the District has the right to set up reasonable procedures and rules needed to cover implementation details.

B. Each Unit employee who participates in the textbook and tuition program will be eligible to receive reimbursement of one hundred percent (100%) of all eligible expenses to a maximum of eight hundred dollars ($800.00) per year plus eighty percent (80%) of all additional eligible expenses to a maximum total reimbursement of five thousand two hundred and fifty dollars ($5,250.00) per employee per year.

ARTICLE 31 - PERSONNEL AND SALARY ORDINANCE

Upon notice from the District, the Union shall promptly commence meeting and conferring on proposed changes to the Personnel and Salary Ordinance.

ARTICLE 32 - PROBATIONARY PERIOD

A. Basic

1. Every new regular full-time employee shall serve a probationary period, which shall not exceed one-year (six (6) calendar months for promoted employees serving a probationary period in classification to which they have been promoted), and must achieve a satisfactory performance evaluation in the position class as determined by the General Manager to successfully complete the probationary period. The District may extend the probationary period for an amount of time not to exceed three (3) months as long as the employee is notified of the extension prior to the expiration of his/her probationary period. If the employee is not notified about the extension of probation prior to the end of probation, the employee is considered to have passed probation.

2. The probationary period shall be regarded as a part of the examination process which shall be utilized for closely observing the employee's work and adjustment to the position. Every employee shall be rated as standard or better on the District's Performance Appraisal report to successfully complete the probationary period.

B. Solid Waste Equipment Operator

Each person newly appointed to the position of Solid Waste Equipment Operator shall have their probationary period shortened by one (1) hour for each two (2) hours worked out of class operating heavy power equipment for the District during the forty-two calendar days immediately preceding appointment. All such qualifying time shall reduce the length of the probationary period.

C. Any promotional appointee who does not successfully complete the probationary period shall be placed in his former position, if the position is vacant at the time. If the employee's former position is not vacant the employee shall be placed on a re-hire list for that position for a period of six months.

ARTICLE 33 - EMPLOYEE DRIVING STANDARDS

A. SEIU recognizes that Unit employees are required to drive vehicles in order to perform the full range and scope of their job duties. State law makes it illegal to operate a vehicle unless certain minimum insurance levels are in force for the individual who is driving. The District provides insurance coverage for its employees in order to satisfy the requirements of state law. Availability of such insurance is based upon minimum insurability standards imposed on the District by its insurance provider and the personal driving record of each employee to be covered.

B. The minimum eligibility standards are as follows:

1. Employees must possess a valid driver's license to legally operate the class of vehicle(s) they operate in their employment.

2. Employees accumulating four violation points, as valued and enumerated on the Department of Motor Vehicles' Negligent Operator Count Sheet, within the last three years, shall be considered in a "warning status" and shall be required to attend a Defensive Driving class.

3. Employees accumulating six violation points, as valued and enumerated on the Department of Motor Vehicles' Negligent Operator Count Sheet, within the last three years, shall not be allowed to drive in the course of their employment.

4. The conviction date as determined by the Department of Motor Vehicles shall be considered as the starting date for the three year period discussed in #2 and #3 above.

5. The provisions of #2 and #3 above shall apply regardless of whether the driving which resulted in acquiring the violation points was or was not in the course of employment.

C. The following procedures and rules shall apply to all Unit employees:

1. It is agreed by both parties, that when a Unit employees' driving record fails to meet the minimum standards for insurability, the Unit employee shall be prohibited from driving any vehicle to conduct District work or any form of District business. It is further agreed that when this situation occurs, the District will review work assignments to see if the involved Unit employee can be given on-going work assignments within his/her job classification which will not require driving a vehicle to perform job duties.

2. If reassignment is not reasonably possible, the Unit employee shall be placed on a non-paid work furlough status for the lesser of one year or until the employee's driving record once again meets or exceeds the minimum standards for insurability. During the non-paid furlough period, all District payments toward employee benefits shall be suspended and the clock shall be stopped on all elapsed time related employee benefits provided by the District. Nothing contained herein shall be construed to limit the District's right to refill the position of any employee placed on furlough.

3. It shall be the sole responsibility of the furloughed employee to keep the District advised of changes to his/her driving record and request return to regular work status. After verifying that a furloughed employee is insurable, he/she shall be returned to work in the first available position within the appropriate job classification. When the Unit employee returns to paid employment status it shall be with all the associated benefits. Where necessary, benefit qualifying dates shall be adjusted to take the non-paid furlough time into account.

4. Should the employee not return to an insurable status within one year from the date placed on furlough, the furloughed employee shall lose all rights to return to paid employment with the District.

D. Should the driving privileges of any Unit employee, current or new hire, be revoked or suspended, the employee shall immediately notify the District in writing. Failure to provide notification may be grounds for disciplinary action.

E. The District will offer a defensive driving program as part of its on-going employee training program. Unit employees, who the District's insurance provider may require to take a defensive driving class as a result of a change in their driving record, shall attend the next available defensive driving class after the District receives notice of the change in their driving record.

ARTICLE 34 - DISTRICT RIGHTS AND RESPONSIBILITIES

A. Except as specifically abridged in this MOU, in order to assure that the District shall have the ability to carry out its functions to provide continuing public services, the District retains the sole and exclusive right, responsibility, and authority to determine its mission, purpose, objectives, and policies which shall include, but not necessarily be limited to, the following: the exclusive rights to determine the mission of its constitute budget units, advisory committees, and the Board; determine merits, necessity, and level of any activity or service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons, maintain the efficiency of government operations, determine the methods, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

B. It is understood and mutually agreed that employees are the District's primary resource and that effective personnel and contract administration are essential to good morale and high levels of performance and public service. The District agrees to continue to work toward effective personnel and contract administration in the spirit of good faith while optimizing cooperation and communication.

C. The District agrees there shall be no "lock-outs" of employees during the term of this agreement.

ARTICLE 35 - EMPLOYEE RESPONSIBILITIES

A. Employees occupying classifications represented by SEIU shall continue to be responsible people and strive to listen carefully to training and directions from supervisors; strive to maintain good safety records and job efficiency and effectiveness; make suggestions to appropriate supervisors regarding possible practices which may result in more efficient, effective, and/or safe operations; use all safety equipment provided; maintain to the extent required by their job all such safety equipment, and promptly report the need for repairs to equipment not functioning properly. SEIU and its officers, agents, and employee representatives, in general agree to encourage employees with a job-related complaint or problem to proceed through the chain of command. This will give the District an opportunity to resolve the issue and save time for the employee, the District, and SEIU.

B. The District recognizes that there may be times when the circumstances may require SEIU, in its judgment, to bypass the chain of command and immediately contact appropriate District personnel. The District reserves the right to require the chain of command to be observed.

C. Employees shall promptly report job-related injuries no matter how minor they may seem at the time of occurrence.

D. SEIU agrees that neither SEIU, its officers or agents, nor any of the employees covered by this MOU will cause, engage in, sanction, or support any strikes, work slowdowns, the stoppage of work, or the abstinence in whole or in part of the full, faithful, and proper performance of the duties of employee, nor shall SEIU or any employee covered by this MOU honor any similar job action of any other employee or group of employees during the term of the MOU.

ARTICLE 36 - NEGOTIATING TEAM

A. Except as mutually agreed, SEIU shall be entitled to have up to two unit members present at each negotiating session.

B. When an employee is representing SEIU on the Union negotiating team, that employee shall receive all compensation as though working but only when such negotiating sessions are held during the time the employee would otherwise be working. Such time shall qualify as time worked for overtime purposes. Time spent in negotiations outside of the employees work schedule shall not be paid time nor shall it quality as time worked for overtime purposes, unless otherwise agreed to by the parties.

ARTICLE 37 - SAVINGS CLAUSE

If any provisions of this MOU are held to be contrary to law by a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting except to the extent permitted by law; provided, however, that all other provisions of the MOU will continue in full force and effect, and the parties to the agreement will meet and confer as soon as practicable in an attempt to agree upon a substitute provision or provisions.

ARTICLE 38 - FULL UNDERSTANDING, MODIFICATION AND WAIVER

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

B. It is the intent of the Parties that his Agreement be administered in its entirety in good faith during its full term. It is recognized that during such term, it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such change, it shall notify Local 721 indicating the proposed change prior to its implementation.

C. Where such change would significantly affect the working conditions in the unit where the subject matter of the change is subject to negotiations pursuant to the Meyers-Milias-

Brown Act and where Local 721 makes a written request to negotiate with Management, the Parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

D. Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify Local 721 of such changes as soon as practicable. Emergency is defined as an unforeseen circumstance affecting life or property requiring immediate implementation of the change.

E. Where Management makes any changes in working conditions because of the requirements of federal or state law, The District shall not be required to renegotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

F. Except as specifically provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its right, and agrees that the other party shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations during the term of the Agreement. Notwithstanding the foregoing, by mutual agreement the Parties may negotiate about any subject.

G. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all Parties hereto and, if required, approved and implemented by the Board.

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

ARTICLE 39 - BULLETIN BOARD

SEIU shall have a designated Union bulletin board at the Toland Landfill break room. The bulletin board shall not be smaller than 2' x 3' or larger than 3' x 4'. A copy of all material to be displayed on the bulletin board shall be provided to the Human Resources Office or designee on the same date it is posted. An electronic copy is sufficient. Material shall be initialed and dated by a SEIU steward/leader or staff of SEIU 721. If either a manager or a representative of Human Resources finds any material to be offensive to employees based on protected class statuses, the material may be removed. In addition, the bulletin board may not be used to advertise non-district insurance policies or plans.

ARTICLE 40 - AGENCY SHOP

A. Agency Shop

1. Every employee in the bargaining unit is represented by SEIU 721 and shall, as a condition of continued employment, either join the Union paying the appropriate Union dues, or pay an agency shop fee. Employees who are members of a bona fide religion, body or sect that have historically held conscientious objection to joining or financially support public employee organizations, may, as an alternative pay a sum equal to the agency shop fee to a non-religious and non-

labor charitable fund, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Such an employee will be required to fill out the appropriate form provided by the District and designate the charitable fund(s) including name, address and phone number for which he/she intends to submit the charitable contribution in lieu of the agency shop fee.

2. A proof of payment of such sums will be required to be submitted at the end of each calendar month to Human Resources for verification. A copy of proof and the initial form will be forwarded to the Union.

B. Rescission

It is mutually agreed by the parties that the agency shop provisions of this MOU may be rescinded by a majority vote of all employees represented by this Unit as set forth in California Government Code section 3502.5(d). There can be only one election during the term of this MOU.

C. Maintenance of Membership

Any employees in this unit who have authorized Union dues deductions shall continue to have such dues deduction made by the District during the term of this MOU. However, any employee in the Unit may terminate such Union dues during the period not less than thirty (30) days and not more than forty-five (45) days before the expiration of the MOU, by notifying the Union in writing of his/her termination of Union dues deduction. Such notification shall be delivered in person or by U.S mail and should be in the form of a letter containing the following: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the District's Human Resources Department with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

D. Payroll Deductions

The District shall, without charge to the Union, deduct dues and agency shop fee payments from employee's direct deposit payments each pay period. The Union agrees to hold the District harmless from any claims of the employees in the Unit related to such payroll deductions.

E. Requirement to Comply with Record of Financial Transactions

In accordance with Government Code Section 3502.5(f), SEIU 721 is required to keep an adequate record of its financial transactions and shall make available annually to the District and the District employees who are members of the Union, within 60 days after the end of the fiscal year, financial records as specifically identified in Government Code section 3505.2(f). SEIU 721 agrees to comply with Government Code section 3502.5(f).

ARTICLE 41 – LABOR-MANAGEMENT COMMITTEE

A. The parties agree to hold quarterly labor-management committee meetings for the purpose of discussing current labor management issues. Both parties agree to schedule

and attend these meetings as needed and will make their best effort to do so but acknowledge that this may not always be possible or necessary at a particular time. The parties also agree that if they mutually agree to hold such a meeting (outside of the quarterly meetings) at any time they will do so.

B. The meetings will be quarterly (*i.e.*, once every three months) starting two months after Board approval of this Agreement. The Union may send as many members as it would like who will be paid on an overtime basis (as this meeting will take place outside of regular work hours). The District may have any member of its management team attend the meeting.

This Memorandum of Understanding, to apply to employees who are unit employees on the date it becomes legally binding, is entered into this 12 day of JANUARY 2017 at Ventura, California.

VENTURA REGIONAL SANITATION DISTRICT

CHRIS THEISEN
GENERAL MANAGER

PETER J. BROWN, CONSULTANT
CHIEF NEGOTIATOR

MICHAEL CASTRO
SENIOR MANAGEMENT ANALYST

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721

DANNY CARRILLO
SEIU CHIEF NEGOTIATOR

LARRY WESSON
SEIU EMPLOYEE REPRESENTATIVE

APPROVED AND ADOPTED BY THE BOARD OF DIRECTORS
This 12 day of JANUARY 2017

BERT PERELLO, CHAIRMAN
BOARD OF DIRECTORS

ATTEST:

LISA MCKINLEY
ACTING CLERK OF THE BOARD

SEIU Represented Classifications
Pay Ranges

Increase: 1.00%

Job Title	Job Class Code	SW Certificate	Current		July 1, 2018	
			Hourly Min	Hourly Max	Hourly Min	Hourly Max
Mechanic Assistant	805-0	Without	$22.71	$27.65	$22.94	$27.93
	805-1	With	$23.86	$29.06	$24.10	$29.35
Senior Grounds Maintenance Worker	817-0	Without	$25.42	$31.00	$25.67	$31.31
	817-1	With	$26.70	$32.55	$26.97	$32.88
Senior Solid Waste Equipment Operator	806-0	Without	$29.20	$35.61	$29.49	$35.97
	806-1	With	$30.67	$37.36	$30.98	$37.73
Senior Solid Waste Worker	818-0	Without	$23.20	$28.30	$23.43	$28.58
	818-1	With	$24.36	$29.71	$24.60	$30.01
Solid Waste Equipment Mechanic	819-0	Without	$29.20	$35.61	$29.49	$35.97
	819-1	With	$30.67	$37.36	$30.98	$37.73
Solid Waste Equipment Operator	820-0	Without	$26.71	$32.57	$26.98	$32.90
	820-1	With	$28.05	$34.20	$28.33	$34.54
Solid Waste Worker	821-0	Without	$20.61	$25.12	$20.82	$25.37
	821-1	With	$21.65	$26.38	$21.87	$26.64