

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE METROPOLITAN WATER DISTRICT OF  
SOUTHERN CALIFORNIA**

**AND**

**THE ASSOCIATION OF  
CONFIDENTIAL EMPLOYEES**

**January 1, 2017 – December 31, 2021**

## TABLE OF CONTENTS

	PAGE
<b>Contents</b>	
<b>ARTICLE 1 – ADMINISTRATION.....</b>	<b>5</b>
Section 1: Recognition .....	5
Section 2: Authorized Agents.....	5
Section 3: Term .....	6
Section 4: Implementation .....	6
Section 5: Full Understanding, Modification, Waiver.....	6
Section 6: Renegotiations .....	7
Section 7: Obligation to Support .....	8
Section 8: Provisions of Law .....	8
Section 9: Nondiscrimination.....	8
<b>ARTICLE II – SALARIES AND SALARY RELATED .....</b>	<b>8</b>
Section 1: Salaries, “Favored Nations” Provision, and Bi-weekly Paycheck .....	8
Section 2: Overtime Pay .....	9
Section 3: Call Back Pay.....	10
Section 4: Stand-by Pay .....	11
Section 5: Fatigue Time .....	12
Section 6: Direct Deposit .....	12
Section 7: Performance Evaluations .....	12
Section 8: Merit Increase.....	13
Section 9: Probationary Increase .....	14
Section 10: Promotion Increase .....	14
Section 11: Shift Pay .....	14
<b>ARTICLE III – BENEFITS AND REIMBURSEMENTS .....</b>	<b>15</b>
Section 1: Benefits Administration and “Favored Nations” Provision.....	15
Section 2: Medical Insurance.....	16
Section 3: Dental Insurance .....	17
Section 4: Vision.....	17
Section 5: Life Insurance.....	17
Section 6: Flex Plans .....	17
Section 7: Long-Term Disability Insurance.....	17
Section 8: Employee-Initiated Transfers .....	17

**Section 9: Tuition Reimbursement.....19**

**Section 10: Professional Development and Enhancement Fees.....19**

**Section 11: ACE Wellness Enhancement.....19**

**Section 12: Retirement .....19**

**Section 13: Deferred Compensation.....21**

**Section 14: Social Security Alternative .....22**

**Section 15: Mileage Reimbursement.....22**

**Section 16: Travel Expenses.....22**

**Section 17: Annual Leave:.....25**

**Section 18: Personal Leave.....26**

**Section 19: Sick Leave and Severance Pay .....26**

**Section 20: Family and Medical Leave .....26**

**Section 21: Bereavement Leave .....28**

**ARTICLE IV – WORKING CONDITIONS.....28**

**Section 1: Categories of Employment.....29**

**Section 2: Work Schedules.....30**

**Section 3: Recruitment and Selection .....31**

**Section 4: Probationary Period.....33**

**Section 5: Release of Probationary Employees .....34**

**Section 6: Classification Review .....34**

**Section 7: Temporary Promotion.....35**

**Section 8: Peaceful Performance .....36**

**Section 9: Productivity .....36**

**Section 10: Layoff .....37**

**Section 11: No Smoking Policy .....40**

**Section 12: Drug Testing Policy.....41**

**ARTICLE V – DISCIPLINE, GRIEVANCE AND APPEAL PROCEDURE.....41**

**Section 1: Grounds for Discipline.....41**

**Section 2: Pre-Disciplinary Procedure.....42**

**Section 3: Right to Association Representation .....43**

**Section 4: Grievance Representative .....43**

**Section 5: Grievance Procedure .....44**

**Section 6: Appeal.....46**

**Section 7: Personnel File .....48**

**ARTICLE VI – ACE ACTIVITIES.....48**

**Section 1: Association/Management Meetings .....48**

**Section 2: Bulletin Boards .....49**  
**ARTICLE VII – SIGNATURES .....50**  
**Appendix A .....51**  
**APPENDIX B EXAMPLES OF MISCONDUCT .....54**

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE METROPOLITAN WATER DISTRICT OF SOUTHERN  
CALIFORNIA AND THE ASSOCIATION OF  
CONFIDENTIAL EMPLOYEES**

**ARTICLE 1 – ADMINISTRATION**

**Section 1: Recognition**

- 1.1 Pursuant to the Administrative Code of the Metropolitan Water District of Southern California (District), the Association of Confidential Employees (ACE) has been certified as the representative for employees in the Confidential Unit (Unit 05).
- 1.2 This Unit is comprised of employees occupying the classifications listed in Appendix A, Salary Schedule. Classifications identified in Appendix A, Salary Schedule may be modified by mutual agreement by the Parties during the term of this Agreement, or by following the meet and confer process as provided in Article I, Section 6 - Renegotiations. It is agreed and understood that effective with the January 1, 2017 – December 31, 2021 MOU, the classification of “Manager, Colorado River Resources” shall be deleted from the ACE bargaining unit, and designated as Unrepresented. ACE agrees that it shall not petition to add the classification back into its bargaining unit during the term of this Agreement.
- 1.3 For purposes of this Agreement, the term employee means an individual employed in a regular full-time position, regular part-time, temporary full-time, temporary part-time or recurrent position as defined by Article IV, Section 1, Categories of Employment.
- 1.4 If the District develops a new classification, it shall make an initial determination as to the unit placement of that classification.
- 1.5 The District shall notify each affected employee organization, in writing, of the development of a new classification and the District’s initial unit placement. Such notice shall be sent within two (2) working days of that placement. If the District receives written notice from any recognized bargaining unit representative(s) within twenty (20) working days from the District’s written notice, the District shall consult with ACE concerning the unit placement of the new classification.

**Section 2: Authorized Agents**

- 2.1 For purpose of administering the terms and provisions of this Agreement or receiving any notice to be given hereunder: District’s representative shall be the District’s General Manager or the GM’s designee (address: The Metropolitan Water District of Southern California, Post Office Box 54153, Los Angeles, California, 90054).

- 2.2 ACE representative shall be the ACE President or the President's designee (address: Association of Confidential Employees, c/o The Metropolitan Water District of Southern California, Post Office Box 54153, Los Angeles, California, 90054).

### **Section 3: Term**

- 3.1 The term of this Agreement shall commence upon approval of the Board of Directors, but no earlier than January 1, 2017 and shall remain in full force and effect until December 31, 2021 and will thereafter continue in effect until the parties execute a successor Agreement or the Board of Directors takes action to modify the salary and benefits provided hereunder.

### **Section 4: Implementation**

- 4.1 It is agreed that the provisions of this Agreement are of no force or effect until ratified by ACE and duly adopted by the Board of Directors.
- 4.2 Once ratified by ACE and then adopted by the Board, each provision of this Agreement shall become effective on the date set forth in Article I, Section 3: Term, unless another implementation date for a particular provision is specified within the Agreement.

### **Section 5: Full Understanding, Modification, Waiver**

- 5.1 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 these matters are hereby superseded or terminated in their entirety. However, except as modified herein, to the extent existing Metropolitan Water District Administrative Code provisions, resolution, policies, general instructions, rules and regulations in effect on January 1, 2017 (collectively referred to as "requirements") relate to matters within the scope of representation or require consultation in good faith pursuant to the Meyers-Milias-Brown Act or any successor legislation, they shall continue in full force and effect as to any appropriate unit represented by ACE unless changed or eliminated by the District after expiration of this Agreement and after the District has, to the extent required by law, met and conferred or consulted.
- 5.2 The District may add new requirements not in conflict with this Agreement that are to be applicable to any appropriate unit represented by ACE after any required meeting and conferring or consulting.
- 5.3 The District's right to change or eliminate portions of the aforesaid requirements or to add new requirements, which are not within the scope of representation or not subject to consultations, shall remain unimpaired.
- 5.4 No agreement, alterations, understanding, variation, waiver or modification of any of the

terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by both parties hereto, and if required, approved and implemented by the District's Board of Directors.

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

## **Section 6: Renegotiations**

- 6.1 In the event that either party elects to renegotiate a successor agreement, then within 150 to 120 days prior to the expiration of this Agreement, such party shall serve upon the other its written request to commence negotiations. Conversely, the parties may mutually agree to roll-over the existing MOU for one year. Each year thereafter, either party may request to commence negotiations on a successor MOU no later than 120 days prior to the expiration of the MOU, or, the parties may mutually agree to roll-over the MOU for an additional year.
- 6.2 Negotiations shall begin no later than thirty (30) days from the date of the first written request. Each party shall submit written proposals no later than the first negotiating session.
- 6.3 In the event that neither group has served upon the other a written request to commence negotiations, the current Agreement shall continue in full force and effect for one year from the expiration date unless both parties mutually agree to reopen.
- 6.4 The parties agree to continue negotiations on operational and work rule provisions, which shall not include those economic items already agreed to as part of this Agreement.
- 6.5 The parties agree to open the Agreement at Appendix A, Salary Schedule, when the District requests to meet and confer on the salary of a new or revised classification.
- 6.6 The parties agree to open the Agreement at Appendix A, Salary Schedule, when the District requests to meet and confer on the following items to the extent such changes affect terms and conditions of employment:
- A. A revision of the duties of a current classification.
  - B. The creation of a new classification.
  - C. The elimination of a current classification.
  - D. The salary of a new or revised classification.

No other Section of this Agreement shall be reopened except by mutual agreement.

- 6.7 If no agreement is reached on A, B, C or D above, either party may declare impasse and the dispute shall be submitted to the State Mediation Service. The parties shall mutually

select a Mediator to whom they will present their respective last and final proposals. The Mediator shall meet with the parties in an effort to assist with a resolution to the dispute.

### **Section 7: Obligation to Support**

- 7.1 Prior to approval and implementation of this Agreement, the District's General Manager and the negotiating team for each party shall consistently advocate and urge the adoption and approval of this Agreement.

### **Section 8: Provisions of Law**

- 8.1 It is understood and agreed that this Memorandum of Understanding is subject to all current and applicable federal and state laws and regulations in addition to District rules and regulations. The parties agree to abide by all such laws, rules, and regulations.

### **Section 9: Nondiscrimination**

- 9.1 There shall be no discrimination including harassment on the part of either the District or ACE towards any employee on any of the basis forbidden by any state or federal law applicable to the District that forbids discrimination against any individual or group of individuals.
- 9.2 ACE members shall promptly report any conduct that violates the District's non-discrimination policy to the District Equal Employment Opportunity Officer and the District's Equal Employment Opportunity Officer shall promptly and effectively respond to complaints of discrimination.

## **ARTICLE II – SALARIES AND SALARY RELATED**

### **Section 1: Salaries, "Favored Nations" Provision, and Bi-weekly Paycheck**

- 1.1 During each subsequent fiscal year and continuing through the expiration of this Agreement, ACE shall select a salary adjustment, whether an increase or decrease, negotiated by another bargaining unit in the District. Such selection shall be limited to one of the salary adjustments negotiated by the other three represented units for the target fiscal year, except as provided for in Section 1.2 below. ACE is not restricted to using the same unit from year to year. However, once ACE has made a selection for a particular year, such selection shall apply in the same manner and at the same time(s) as in the unit that negotiated the salary adjustment.
- 1.2 If, in any given fiscal year after ACE has made its annual selection, another represented unit negotiates a higher salary increase, ACE shall receive the difference between that higher salary increase, and the increase which it had previously selected (Example: If ACE selects AFSCME's 2% increase on July 1st, but MAPA later negotiates a 3% increase effective September 1st, ACE shall receive an additional 1% increase).

However, in no event will the aggregate value of ACE's salary increases exceed the value of any other represented unit's salary increase. The intent is that ACE not receive



a greater aggregate value from its salary increases as the result of compounding.

- 1.3 The parties having jointly reviewed and considered all available salary and wage information and data, agree that the recommended salaries set forth herein were negotiated in good faith and that said salaries were determined independently of race, gender, age or national origin.
- 1.4 The District's Board of Directors may, at any time, increase the salary schedule applicable to any specific classification represented by ACE if the District's Board of Directors, in its sole discretion, determines the increase is justifiable.
- 1.5 Payday shall be every second Wednesday. If a payday occurs on a District holiday, payment will be made on the preceding workday, if practicable. The District may make such changes in its rules and regulations as it determines to be necessary in regard to maintaining an every-second-Wednesday payday and an hourly payroll system.

## **Section 2: Overtime Pay**

- 2.1 Overtime shall be defined as all hours worked in excess of forty hours worked in a workweek. Exempt employees shall not be eligible for overtime compensation.
- 2.2 For purposes of computing overtime for those employees eligible to earn overtime, hours worked shall include all paid hours except sick leave.
- 2.3 Overtime for non-exempt employees shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay, except that work beyond thirteen (13) consecutive hours shall be compensated at the rate of two (2) times the employee's regular rate. The employee's "regular rate" for overtime computation shall be the sum of the compensation paid an employee for hours actually worked at the employee's hourly rate with the exception of sick leave, plus any premium pay, except overtime, earned by the employee, divided by the hours actually worked during the workweek. The regular rate shall be used only for computing overtime due under this Agreement.
- 2.4 Notwithstanding the provisions above, a non-exempt employee may opt to be compensated at the rate of one hour of compensatory time (CTO) for each hour of overtime worked plus one-half hour at the regular rate for each hour of overtime worked if the employee obtains prior approval from their immediate supervisor. Such CTO may be accumulated up to a maximum accumulation of 40 hours.
- 2.5 The time at which an employee shall take compensatory time off shall be determined by the employee's supervisor with due regard for the wishes of the employee and particular regard for the needs of the District with the understanding that each employee shall be encouraged to take compensatory time-off within a reasonable period of earning such time.

- 2.6 It is agreed and understood that nothing herein is intended to limit or restrict the authority of the District to require any employee to perform overtime work, whether or not eligible for overtime pay, and it is further agreed that overtime will be ordered and worked only when required to meet the District's needs.
- 2.7 Scheduled overtime occurring on an employee's regular day off shall be at least two (2) hours. Travel to the employee's regular work location shall not count as time worked.
- 2.8 Scheduled overtime shall be fairly assigned to qualified employees based on the skills and responsibilities needed to perform the assignment.
- 2.9 Each year ACE shall elect to adjust this Overtime provision, to reflect any changes to compensation as negotiated by AFSCME, Local 1902 (Bargaining Unit 02). Such adjustment shall be made in the same manner as outlined in Article III, Section 1.2, meaning that ACE shall elect adjustments to Overtime, whether such adjustments represent increases or decreases to compensation.

### **Section 3: Call Back Pay**

- 3.1 An employee in a FLSA "non-exempt" position in the Environmental Health & Safety job family shall receive callback pay whenever the employee is unexpectedly required to return to duty because of unanticipated work requirements if notice to return is given to the employee following termination of the employee's normal work shift and departure from the employee's headquarters.
- 3.2 Call-back pay shall be:
  - 3.2.1 For an employee residing within the camp or village, or in the same District property as the work site: A minimum of two (2) hours' pay at the employee's overtime rate for a call-back.
  - 3.2.2 For an employee residing outside the camp or village, or off the same District property as the work site: A minimum of four (4) hours' pay at the employee's overtime rate for a call-back.
- 3.3 Whenever an employee receives more than one call-back within a time period specified in 3.2, the employee shall not be entitled to additional overtime pay except for time actually worked beyond the first call-back period.
- 3.4 Notwithstanding 3.2 above, whenever an employee is unexpectedly required to return to duty as provided in 3.2.1 and 3.2.2 before the established starting time of the employee's next regular shift, it shall be deemed an early shift start and the employee shall be compensated at this overtime rate only for the hours between the time of call-back and the start of the employee's regularly scheduled shift.
- 3.5 Hours worked after the minimum call-back overtime pay periods specified in 3.2.1 and 3.2.2 shall continue to be paid at the employee's overtime rate until the start of the

employee's regularly scheduled shift.

- 3.6 For purposes of overtime computation, travel time from the employee's residence to the employee's reporting station and return shall be included in the minimum overtime pay period specified in 3.2.1 and 3.2.2 except that if the employee is required to remain on duty until the start of the employee's regularly scheduled shift, return travel time to the employee's residence will not be paid. Overtime pay for call-back situations shall be computed as follows: If the combined travel time and work time is less than the appropriate call-back time specified in 3.2 (i.e., 1, 2, 3, or 4 hours), overtime pay shall be the appropriate call-back time. See Example #1. If the combined travel time and work time is more than the appropriate call-back time specified in 3.2, overtime pay shall be the actual total of work time and travel time. See Example #2.

Example #1: Employee who lives off District property is called back to work at 8:00 p.m. Employee is entitled to three hours call-back pay. Employee's round trip travel time is one hour. Employee works one hour. Employee is entitled to three hours overtime pay.

Example #2: Employee who lives off District property is called back to work at 6:00 p.m. Employee is entitled to three hours call-back pay. Employee's round trip travel time is one hour. Employee works three hours. Employee is entitled to four hours overtime pay.

- 3.7 Each year ACE shall elect to adjust this Call Back Pay provision, to reflect any changes to compensation as negotiated by AFSCME, Local 1902 (Bargaining Unit 02). Such adjustment shall be made in the same manner as outlined in Article III, Section 1.2, meaning that ACE shall elect adjustments to Call Back Pay, whether such adjustments represent increases or decreases to compensation.

#### **Section 4: Stand-by Pay**

- 4.1 Employees in a FLSA "non-exempt" position in the Environmental Health & Safety job family, and Security Specialists who are assigned to stand-by in a non-working status at their residence during off-duty hours shall be entitled to stand-by pay when they are required to stand by.
- 4.2 The amount of the stand-by pay shall be the same as paid to employees in AFSCME, Local 1902 (Bargaining Unit 02).
- 4.3 Each year ACE shall elect to adjust this Stand-by Pay provision, to reflect any changes to compensation as negotiated by AFSCME, Local 1902 (Bargaining Unit 02). Such adjustment shall be made in the same manner as outlined in Article III, Section 1.2, meaning that ACE shall elect adjustments to Stand-by Pay, whether such adjustments represent increases or decreases to compensation.

## **Section 5: Fatigue Time**

The intent of fatigue time is to provide a sufficient time for rest between a significant period of work and the start of the next regularly scheduled workday.

- 5.1 An employee shall be eligible for fatigue time if any of the following apply:
  - A. He has worked an extension of his workday and his extension has been completed with less than eight (8) hours between the completion of the extension and the start of the employee's next regularly scheduled shift.
  - B. He has worked scheduled overtime on a day off which overtime has been completed with less than eight (8) hours between the completion of the overtime and the start of the employee's next regularly scheduled shift.
  - C. He has actually worked at least four (4) hours as a result of call backs pursuant to Section 3.1 - Call Back.
  - D. He has worked a portion of his regular work shift and is excused to rest prior to working later that same workday.
- 5.2 When an employee is eligible for fatigue time, he shall not be required to report to work for up to eight (8) hours plus commute time after the completion of the overtime or the extension of his workday and shall receive full pay for any regularly scheduled hours not worked.
- 5.3 Each year ACE shall elect to adjust this Fatigue Time provision, to reflect any changes to compensation as negotiated by AFSCME, Local 1902 (Bargaining Unit 02). Such adjustment shall be made in the same manner as outlined in Article III, Section 1.2, meaning that ACE shall elect adjustments to Fatigue Time, whether such adjustments represent increases or decreases to compensation.

## **Section 6: Direct Deposit**

- 6.1 All employees shall directly deposit their net salary to a bank of their choice via direct electronic paycheck deposit.
- 6.2 The specific procedures for implementing direct deposit shall be developed and implemented by the District.
- 6.3 The District will not impose any charge for direct deposit without first meeting and conferring with ACE.

## **Section 7: Performance Evaluations**

- 7.1 Employee evaluation is a process of rating an employee's work performance, based upon an objective and factual appraisal of their job knowledge, skills, initiative, productivity, work habits, human relations and communication skills. This process is not just an annual preparation of a formal report, but is a continuous process of training, assigning,

observing, and evaluating employees towards obtaining the District's and the employee's goals. The intent of providing a "continuous process" is to avoid surprising an employee with any deficiencies at the end of his rating period and giving him a reasonable opportunity to correct any deficiencies.

A signature on the evaluation indicates only that the evaluation form and any accompanying documents were received; it is not a statement that the employee agrees with the ratings. The employee may submit a rebuttal to the evaluation for inclusion in their official personnel file.

**Section 8: Merit Increase**

- 8.1 Merit increases will be administered pursuant to the Administrative Code.
- 8.2 A merit increase is a salary increase of one or more steps within the salary range of a specified classification. This increase is awarded to employees who have performed their job duties in a manner that warrants such a merit increase.
- 8.3 Regular full-time employees are eligible for merit increase:
  - 8.3.1 The employee's eligibility date for a merit increase shall be the first pay period each year that includes the common District evaluation date of July 1<sup>st</sup> ; OR
  - 8.3.2 If the employee was serving a probationary period, and completed probation during the same pay period that includes July 1<sup>st</sup> , the eligibility date for a merit increase becomes one year from that date, on the following July 1<sup>st</sup>.
- 8.4 Determination of Amount

Overall Performance Rating	Merit Increase Schedule
Outstanding	Three or Four Steps (8.25% or 11%)
Exceeds Standards	Two or Three Steps (5.5% or 8.25%)
Meets Standards	One or Two Steps (2.75% or 5.5%)
Improvement Needed	No merit increase
Unsatisfactory	No merit increase

### Section 9: Probationary Increase

9.1 The employee's eligibility date for a merit increase is the first day of the pay period following their completion of the six-month probationary period.

<b>Overall Performance Rating</b>	<b>Completion of Probation Merit Increase Schedule</b>
Outstanding	Three or Four Steps (8.25% or 11%)
Exceeds Standards	Two or Three Steps (5.5% or 8.25%)
Meets Standards	One or Two Steps (2.75% or 5.5%)
Improvement Needed	No merit increase
Unsatisfactory	No merit increase

### Section 10: Promotion Increase

- 10.1 Any employee who has been promoted shall receive a promotional increase that is at least equivalent to a two-step salary increase.
- 10.2 A District employee who has been promoted (who has not been reclassified through the classification study process, or promoted through job family progression) shall serve a promotional probationary period of six (6) months. During this period they shall remain in the Confidential Unit (05). At or near the mid-point of the probationary period an employee shall receive an informal evaluation of their performance.
- 10.3 If an employee fails promotional probation, they shall be reinstated to their former position.
- 10.4 If an employee successfully completed promotional probation, they shall receive a merit increase, Article II, Section 9, Probationary Increase and move to the appropriate Unit.
- 10.5 An employee has the right to voluntarily return to their former position within the promotional probation period.

### Section 11: Shift Pay

- 11.1 Effective January 1, 2012, an employee will be paid shift pay premium in the amount of ten (10%) percent of his normal hourly rate for qualifying hours.

- 11.2 Shift pay will be paid for all hours worked between 6:00 p.m. and 6:00 a.m., except in those instances where an employee has been assigned to a work shift at his/her own request, which has a regularly assigned start time before 6:00 a.m., and/or a regularly assigned ending time after 6:00 p.m.
- 11.3 After working for a reasonable duration of time on a work shift at his/her own request that falls outside the hours of 6:00 a.m. and/or 6:00 p.m., an employee may request to return to a shift falling within the hours of 6:00 a.m. and 6:00 p.m. In the event that Management denies such request, and mandates that the employee remain on a work shift falling outside the hours of 6:00 a.m. and/or 6:00 p.m., the employee shall then become eligible for Shift Pay. It is the parties' intent to avoid frequent requests for work shift changes, which if denied, may result in the payment of Shift Pay.
- 11.4 Each year ACE shall elect to adjust this Shift Pay provision, to reflect any changes to compensation as negotiated by AFSCME, Local 1902 (Bargaining Unit 02). Such adjustment shall be made in the same manner as outlined in Article III, Section 1.2, meaning that ACE shall elect adjustments to Shift Pay, whether such adjustments represent increases or decreases to compensation.

## **ARTICLE III – BENEFITS AND REIMBURSEMENTS**

### **Section 1: Benefits Administration and “Favored Nations” Provision**

- 1.1 Unless otherwise specified hereinafter, the following benefits listed in Article III shall be available to employees in positions within the bargaining unit represented by ACE. Such benefits shall be in addition to other benefits provided by the District's Administrative Code or by rule or regulation of the District, which benefits, unless expressly referred to in this Article, shall remain unchanged during the term of this Agreement.
- 1.2 During the term of this Agreement, ACE shall adjust the specific benefits listed in this Article III as negotiated by another bargaining unit in the District, whether such adjustment represents an increase or decrease to benefit levels. ACE reserves the right to re-open negotiations on any new benefit or reimbursement not listed under Article III, which is negotiated by another bargaining unit.

It is the intent of the parties that ACE be able to select increases to benefits, such that its benefits package does not lag behind the benefits packages of the other bargaining units. However, it is also the intent of the parties that ACE's benefits package not exceed in value those of the other bargaining units. Accordingly, the parties agree that decreases to specific benefits shall be governed as follows:

- 1.2.1 If all other bargaining units negotiate decreases to the same benefit(s) for a particular year, then such decreases shall apply to ACE as well.
- 1.2.2 If all other bargaining units negotiate decreases to benefits for a particular year,

but such decreases are not to the same benefit(s), then ACE shall select the benefit decreases of one of the other bargaining units.

1.2.3 If one or more bargaining units negotiate decreases to benefits for a particular year, but the remaining bargaining units do not, then ACE shall not be required to select a benefits decrease. However, if those same bargaining units negotiating benefit decreases also receive increases to other benefits (e.g., as part of a quid pro quo agreement), while the remaining bargaining units do not, then ACE shall not be eligible for the benefit increases, without also partaking in the corresponding benefit decreases.

1.3 Such selection shall be limited to the benefit adjustment negotiated by the other three represented units for the target fiscal year. ACE is not restricted to using the same unit for each benefit in any year or from year to year. However, once ACE has made a selection for a benefit for a particular year, such selection shall apply in the same manner and at the same time as in the unit which negotiated the benefit adjustment.

## **Section 2: Medical Insurance**

2.1 The District shall continue to provide medical plans maintained by the Public Employees' Retirement System.

2.2 The District's maximum contribution to medical insurance will be equal to 100% of the total premium of the PERS Choice or Health Maintenance Organization ("HMO") medical plans, whichever is higher, but shall not exceed the monthly premium for the medical plan selected by the employee.

2.3 Employees who wish to retain PERSCare coverage and who retire on or before January 1, 2012 shall be kept whole for any out-of-pocket premium costs (up to 90% of the PERSCare premium).

2.4 Employees who were enrolled in PERSCare during 2011 and who switched to one (1) of the HMO plans or PERS Choice shall receive a cash incentive equal to:

Employee Only:	\$172/month
Employee + 1 Dependent:	\$343/month
Employee + 2 or More Dependents:	\$445/month

2.5 An employee who opts out of medical insurance will receive \$125 per month (\$1,500 per year), provided the employee submits proof of alternative insurance coverage.

2.6 If, subsequent to December 31, 2021, PERS increases its premiums and the parties have not agreed to an increased District contribution, then the District's contribution shall remain at the dollar amount determined on December 31, 2021 through calendar year 2023. Such contributions shall continue at that dollar amount until the parties agree in writing to change the District's contributions.



### **Section 3: Dental Insurance**

- 3.1 The District shall continue to provide dental insurance for the duration of this Agreement. The dental insurance provider shall not be changed without mutual agreement of parties.
- 3.2 The District shall pay the entire premium for each employee and qualified dependents to the age of 26. Any reserve funds developed under the policy may be applied towards paying the premium of any policy obtained in accordance with this Agreement.
- 3.3 The Delta Dental Alternate Plan 1 shall remain in effective and the maximum lifetime orthodontic benefit per dependent child shall be \$2,500.00.

### **Section 4: Vision**

- 4.1 The District shall, on behalf of each employee, provide for a vision care program at the benefit level in effect on January 1, 2011. The vision insurance provider shall not be changed without mutual agreement of the parties.
- 4.2 The District shall fully pay the employee-only premium rate.
- 4.3 An employee has the option to purchase family coverage through the program at their own expense for dependents to the age of 26.

### **Section 5: Life Insurance**

- 5.1 The District shall continue to provide group life insurance in an amount equal to \$77,000. Employees shall continue to have the option of purchasing additional insurance.

### **Section 6: Flex Plans**

- 6.1 The District shall continue to offer a program that allows employees to have a tax advantage in their medical contributions, dependent care, and health insurance deductibles and co-payments.

### **Section 7: Long-Term Disability Insurance**

- 7.1 The District shall provide long-term disability insurance to all employees. The insurance shall provide a benefit of \$1,000 per month, but not to exceed 60 percent of the employee's monthly salary. The benefit shall commence 180 days after the employee's disability commences and shall expire 2 ½ years after commencement, unless the employee's disability terminates sooner. The District's insurance carrier shall determine eligibility including whether an employee is disabled. Preexisting conditions shall be excluded from coverage. The District shall have the right to change carriers and coverage so long as the replacement insurance is at least as advantageous as the initial insurance described above. Irrespective of any change, the District's obligations in regard to furnishing long-term disability insurance shall not be increased.

### **Section 8: Employee-Initiated Transfers**

- 8.1 An employee may request a transfer to a vacant position in the same classification at the same rate of pay. Transfers can be either a different geographic location or a different workgroup.
- 8.1.1 An employee who wishes to transfer to another position shall submit a written request for such transfer and have his name placed on a list to be kept by Human Resources. The transfer request will be retained for one (1) year from the date of submission.
- 8.1.2 To be eligible for such a transfer, the employee must meet the following conditions:
- A. Meets the minimum qualifications for the position;
  - B. Have a satisfactory attendance and disciplinary record; and
  - C. Received a meets standard or higher performance evaluation on the most recent performance evaluation.
- 8.1.3 The transfer request will be considered by Metropolitan prior to recruitment for the vacancy. In determining whether to grant a transfer request, the hiring manager shall consider the needs of Metropolitan/workgroup, and whether employees on the transfer list have the demonstrated skills and experience necessary to perform the job duties. The hiring manager and/or Human Resources Group will interview at least two (2) employees on the transfer list per vacancy, who meet the minimum qualifications and have the demonstrated skills and experience. Such interviews may be conducted either in person, or by telephone/teleconference. The decision whether to grant a transfer is within the sole discretion of The District. Those not selected for the position will be provided feedback at their request as to why.
- 8.2 Transfer required by reason of excess staff, facility closure, or need to reallocate staff from one facility to another.
- 8.2.1 Notice of the need for transfer required by reason of excess staff, facility closure, or need to reallocate staff from one facility to another shall be given to all applicable employees. Volunteers will be solicited before instituting any mandatory transfers.
- 8.2.2 If there are insufficient number of volunteers (as described above), and there are two or more staff members from the affected location who are equally qualified, the least senior employee at that site shall be transferred.
- 8.3 Other District-Initiated Transfers
- 8.3.1 In situations not involving transfers as described above, The District reserves the right to transfer individuals as in the judgment of the appropriate manager, may be necessary for the good of the District. However, in no instance shall a transfer be

retaliatory, discriminatory, or unreasonable. Management must state the legitimate business necessities for the transfer.

### **Section 9: Tuition Reimbursement**

- 9.1 Employees shall be eligible for tuition reimbursement at 100 percent of tuition, registration fees, books, and laboratory fees up to 12 units per quarter or semester.
- 9.2 However, employees who receive tuition reimbursement approval for a course or curriculum on or after August 1, 1992 shall be eligible for tuition reimbursement to a maximum of \$9,000.00 per fiscal year.

### **Section 10: Professional Development and Enhancement Fees**

- 10.1 The District shall reimburse employees for State mandated license or certification fees.
- 10.2 The District shall reimburse employees in classifications at Salary Grade 43 or higher, for costs incurred for professional development, seminars, journals, periodicals, and books, travel expenses, and professional association fees and dues. The fees will be reimbursed upon receipt by the District of evidence that moneys towards professional development had been spent, and shall not exceed \$800 annually. The \$800 annual amount cannot be carried over to subsequent years.
- 10.3 It is agreed and understood that use of this reimbursement to purchase computing and/or communication devices shall not entitle employees to receive the Cellular/Data Allowance, if they have not already been approved by Management for the Allowance.

### **Section 11: ACE Wellness Enhancement**

- 11.1 The intent is to provide a wellness enhancement to promote the overall health status of employees in classifications represented by ACE. Accordingly, beginning the first pay period which includes July 1, 2017, each employee in a classification represented by ACE as of that date shall be eligible for a reimbursement of up to \$200, for qualifying wellness expenses incurred between July 1, 2017 and December 31, 2017. Thereafter, each calendar year, each employee in a classification represented by ACE shall be eligible for a reimbursement for qualifying wellness expenses of up to \$200.
- 11.2 Qualifying expenses include physical examinations or assessments not otherwise covered by an employee's health insurance plan; health/fitness equipment or classes; and/or health club/gym memberships. Reimbursement requests must include receipts, and are subject to approval by the Human Resources Group. Reimbursement requests for expenses incurred during a calendar year must be submitted by January 31 of the following year. Monies not used in a calendar year may not be rolled over into the next calendar year.

### **Section 12: Retirement**

- 12.1 An eligible employee shall have the option of retiring from the District according to the contract the District has with the Public Employees' Retirement System to provide what is

commonly called "Local Miscellaneous 2% @ 55" retirement, plus other contracted optional benefits. Employees hired on or after January 1, 2013 who are "new" PERS members as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA) shall be eligible to retire under the Local Miscellaneous 2% @ 62 retirement formula.

- 12.2 Except as provided below, the District, pursuant to the Administrative Code, shall contribute to PERS as Employer Paid Member Contribution (EPMC) seven (7) of the total seven (7) percent of normal member contributions to PERS for employee retirement. Further, such EPMC shall be reported to PERS as special compensation so that it will be included in "compensation earnable" for employee retirement purposes.
- 12.3 Employees hired on or after January 1, 2012 shall contribute the full seven (7) percent normal member contribution to PERS for the first five years of employment. For such employees, there shall be no EPMC reported to PERS as special compensation. Upon completion of five years of employment, as defined by "service date," the District shall pay the same contribution to PERS as EPMC as existing employees who are PERS "classic" members. A Benefits Service Date will be used to track an employee's anniversary "service date" for eligibility, and all time on the District's payroll as an employee (including "non-PERSable" time, such as working as a Student Intern, or as a Recurrent employee) will be counted towards the five years. Moreover, any breaks in service, regardless of length, will be accounted for by adjusting the Benefits Service Date to track all time worked.
- 12.4 Employees hired on or after January 1, 2013 and who are "new" PERS members as defined by PEPRA shall contribute a member contribution of no less than fifty percent (50%) of the normal cost of the retirement plan. For such employees, there shall be no EPMC reported to PERS as special compensation.
- 12.5 The contributions referenced above are based upon authority from PERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.
- 12.6 Such contributions shall be paid from the same source of funds as used in paying wages to the affected employees. The employee does not have the option to receive the District-contributed amount paid pursuant to this Article directly instead of having it paid to PERS.
- 12.7 This section shall be operative only so long as the District pick-up or payment of the retirement contribution continues to be excluded from the gross income of the employee under the provisions of the Internal Revenue Code. If the aforesaid provision becomes inoperative, the District shall contribute to PERS on the same basis it contributed commencing on January 1, 1981.

- 12.8 Conversion of sick leave to additional service credit:
- 12.8.1 Effective December 1, 1990, the District amended its contract with the Public Employees' Retirement System to provide that the unused accumulated sick leave when certified by the District, at time of retirement may be converted to additional service credit at the rate of 0.004 year of service credit for each day of unused sick leave, as set forth in Government Code Section 20862.8.
  - 12.8.2 Administrative Code Section 6248 (b) shall be amended to add subsection (b)(3) providing: An employee eligible to obtain service credit under Government Code Section 20862.8 may substitute all of the accumulated hours of sick leave for service credit for retirement purposes.
- 12.9 The District amended its contract with the Public Employees' Retirement System to provide the 2% at 55-benefit formula (Government Code Section 21251.132). The contract amendment was effective on January 1, 1998.
- 12.10 The District shall provide the PERS Level 4 Survivor Benefit.
- 12.11 Effective January 1, 2012, the District shall implement the schedule for post-retirement health benefits contained in Government Code Section 22893(a). The application of this schedule shall be subject to the provisions of Government Code Section 22893, and the schedule will solely apply to employees hired after the schedule becomes effective pursuant to PERS laws and regulations. Pursuant to Government Code Section 22893(a)(6), an employee hired prior to the schedule becoming effective may elect to be subject to the schedule.

### **Section 13: Deferred Compensation**

- 13.1 The District shall provide a matching contribution, on behalf of each employee who is a participant in the savings plan provided for in Administrative Code, Division VI, Chapter 7, Article 6. The District's matching contribution shall be in the amount of one dollar for each dollar contributed by the employee in accordance with a compensation-reduction election made by the participant pursuant to Administrative Code Section 6785(a), subject to the following limits.
- 13.2 During a calendar year the maximum District matching contribution shall not exceed four and one-half (4-1/2) percent of the total of the employee's cash compensation and salary reductions permitted under sections 401(k), 414(h), and 457 of the Internal Revenue Code during that year (total cash compensation).
- 13.3 This Section shall only be operative to the extent that the District can make matching contributions and maintain compliance with the Internal Revenue Code and District's Savings Plan regulations. If this Section becomes inoperative, then either party may, on 30 days' notice, notify the other party of its desire to amend this Agreement as a result of such event. Upon expiration of such notice, both parties shall meet and confer in good faith pursuant to division VI, chapter 1 of the Administrative Code.

## **Section 14: Social Security Alternative**

- 14.1 The parties agree the District shall provide an alternative to Social Security for part-time, seasonal and temporary employees as defined in the Internal Revenue Code.

## **Section 15: Mileage Reimbursement**

- 15.1 Mileage reimbursement for employees using their personal automobiles for District business shall be deemed to include all costs (including gas, oil, tires, insurance, maintenance, and depreciation) and shall be at the current IRS published rate. Such rate will not be implemented retroactively.
- 15.2 If an employee is required to report to a work location other than their assigned headquarters at the beginning of the normal work shift, he will be paid for the additional mileage between the home and the work location (refer to 16.4 for definition of additional miles).
- 15.3 If an employee is required to leave their headquarters to travel to another work or work-related location during normal working hours, he will be paid for the total miles driven between the two locations.

## **Section 16: Travel Expenses**

- 16.1 Travel expenses shall be authorized and paid as provided in this Article and the relevant sections of the Administrative Code (see AC 6320 et. seq.).
- 16.2 Work Location
- 16.2.1 The District shall decide the employee's travel status and has the option to assign an employee to a temporary work location, a temporary headquarters, or a new permanent headquarters.
- 16.3 Temporary Work Location
- 16.3.1 If an employee is required to report to a temporary work location, the District has the option of placing the employee on overnight travel status as provided in the Administrative Code or requiring the employee to commute to the new work location. For purposes of travel expenses and mileage reimbursement, a temporary work location also includes a temporary headquarters.
- 16.3.2 For travel to and from the temporary work location, an employee will either be given the use of a District vehicle or will be required to use their personal vehicle.
- 16.3.3 If an employee drives their personal vehicle to the temporary work location, then the employee shall be reimbursed for mileage expenses per 16.4. The mileage distance to be reimbursed shall be determined by using the rules

detailed in 16.4 below.

- 16.3.4 The District has the option of requiring the employee to arrive at the temporary work location at the start of the employee's normal workday or allowing the employee to travel to the temporary work location on District time.
- 16.3.5 If an employee is required to arrive at the temporary work location at the start of the employee's normal work day, the employee shall be compensated for travel time as provided in Section 16.4 below.

16.4 Travel Time and Distance

- 16.4.1 Employees who are required to arrive at the temporary work location at the start of their normal workday shall be paid for travel time as provided below:

<b>ADDITIONAL MILES (ROUND TRIP)</b>	<b>TRAVEL TIME COMPENSATION</b>
0-20 miles	\$0.00
21-30 miles	\$5.00
31-40 miles	\$10.00
41-50 miles	\$20.00
51 or more miles	\$30.00

- 16.4.2 Subtracting the distance from home to the assigned headquarters from the distance from home to the temporary work location and then doubling the difference determines additional round trip miles.
- 16.4.3 If an employee has two or more residences, the residence closest to the temporary work location shall be used for calculating compensation. An employee who, after being assigned or notified that they are to be assigned to a temporary work location, moves their place of residence, shall receive compensation based upon the location of the original residence or their new residence, whichever is less.
- 16.4.4 If the employee's temporary work location is closer to the employee's home than the employee's assigned headquarters or the employee's additional round trip miles equal 20 or fewer miles, there is no travel compensation and no mileage reimbursement.
- 16.4.5 Travel distances will be determined by using the shortest available route.
- 16.4.6 Travel compensation, as provided above, shall be paid to an employee for no more than 36 months. However, at the District's discretion, travel compensation may be paid for more than 36 months.

16.5 Permanent Headquarters

- 16.5.1 If an employee's permanent headquarters is changed and the new headquarters is 20 or more miles distant from the employee's previous headquarters and the new headquarters is at least 10 miles farther from the employee's place of residence than the previous headquarters, then the District has the option of providing a vehicle or paying mileage pursuant to Article III, Section 15, Mileage Reimbursement.
- 16.5.2 The total period of transportation assistance to any employee reassigned to new headquarters shall not exceed 12 months.
- 16.5.3 The furnishing of transportation assistance shall not preclude reimbursement for relocation expenses.
- 16.5.4 If the employee sells or vacates their residence of record during the 12-month period of eligibility for transportation assistance, such assistance shall immediately stop.

#### 16.6 Overnight Travel Status

- 16.6.1 If the employee is placed on overnight travel status, the District has the option of paying the employee's expenses either by reimbursing the employee's actual expenses for room, board, and incidentals or by paying "Per Diem Subsistence."
- 16.6.2 For each day an employee is on overnight travel status, Per Diem Subsistence shall be \$150.00.
- 16.6.3 If the last day is not a true "overnight" stay, the District agrees to reimburse an employee at one half (1/2) day Per Diem. Therefore, the employee will be paid \$75.00 Per Diem on the last day of travel in these instances.
- 16.6.4 An employee will be placed on overnight travel status at the start of the workweek and taken off at the end of the workweek.
- 16.6.5 An employee on overnight travel status will be credited with one round trip per week (to the work location at the beginning of the week and from the work location at the end of the week).
- 16.6.6 An employee who is on travel status may on occasion be required by District management to remain overnight in the job site area for emergency availability. This situation would change their status to "overnight travel". Management then has the option to pay total meal and lodging costs in lieu of per diem.
- 16.6.7 Employees on overnight travel status (per diem) may bring their family with them but are responsible for payment of family's charges for lodging, meals, and incidental expenses. However, family member(s) meals and incidental expenses may be paid by the District if the Group Manager can reasonably



determine that it is appropriate. This decision must be approved in writing by the Group Manager prior to the work assignment.

**Section 17: Annual Leave:**

17.1 The accrual schedule for annual leave shall be as follows:

<b>RANGE OF HOURS</b>		<b>Yrs of Service</b>	<b>ACC. FACTOR FOR EACH HR.</b>
<b>From</b>	<b>Through</b>		
1	8,352	0-4	.0386250
8,353	18,792	5-9	.0574720
18,793	20,880	10	.0616100
20,881	22,968	11	.0652880
22,969	25,056	12	.0689660
25,057	27,144	13	.0731040
27,145	39,672	14-19	.0767817
39,673	41,760	20	.0804597
41,761	43,848	21	.0842911
43,849	45,936	22	.0881226
45,937	48,024	23	.0919540
48,025	Last hour of total service	24	.0957854

- 17.2 The maximum accrual of annual leave shall be 475 hours. There shall be no accrual over 475 hours.
- 17.3 Once an employee's current credit of annual leave reaches 475 hours, the employee shall accrue no additional annual leave until the current credit is reduced below 475 hours.
- 17.4 If, on the last day of the payroll cycle that includes 15 May and 15 November, an employee has current credit for more than 400 hours, the employee shall be paid for all hours in between 400 hours and the maximum set forth at 16.2 above. Such payment shall be made with the paycheck that includes 15 May and 15 November.
- 17.5 It is the responsibility of the employee to assure that the employee does not exceed the maximum accrual.
- 17.6 The District shall be responsible for scheduling the annual leave periods of employees in such a manner as to achieve the most efficient functioning of District. The District shall determine whether or not a request for annual leave will be granted. However, an employee's timely request for annual leave shall only be denied for good and sufficient business reasons.

- 17.7 If an employee's timely request to take annual leave is denied and such denial causes the employee's current credit for annual leave to exceed 475 hours, then the employee's accrual shall continue beyond the 475 hour cap for the next three months. At the end of three months the 475 hour cap will apply. During the three months and with a timely request, the employee shall be allowed to take annual leave except in cases of extreme business emergencies.
- 17.8 If an employee is involuntarily transferred to a position out of the ACE Unit, the employee has the option of having the ACE annual leave language continue to apply to the employee until the end of the calendar year following the year of transfer, or be paid down to the annual leave maximum of the destination unit.

### **Section 18: Personal Leave**

- 18.1 An employee who has been employed by the District for more than 1,044 hours of continuous current service, including military leave may take personal leave with pay up to 24 hours during the current calendar year. Said personal leave shall not be charged against the employee's accumulated sick leave. Such personal leave may be taken for any personal reason, so long as such leave does not interfere with the mission of the District.
- 18.2 Personal leave must be used in the calendar year in which it is received. Personal leave shall not be carried over into the calendar year following the year in which it is received.

### **Section 19: Sick Leave and Severance Pay**

- 19.1 Sick leave will be administered in accordance with Administrative Code Section 6227.
- 19.2 Any employee who resigns, is laid off for lack of work, is removed for cause, or retires under the provisions of the Public Employees' Retirement Law and meets the requirements of Administrative Code Section 6248 (d), shall be paid at the employee's hourly pay rate for 52.2 percent of accumulated hours of sick leave in full at the time of separation.

### **Section 20: Family and Medical Leave**

- 20.1 The District will provide family and medical leave care for an employee as required by state and federal law.
- 20.2 For purposes of this Section, employee shall mean an employee who has at least one (1) year (52 weeks) of service with the District and at least 1,250 hours active service in the past year.
- 20.3 The following provisions set forth certain of the rights and obligations with respect to family and medical leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the regulations of the

California Fair Employment and Housing Commission implementing the California Family Rights Act (“CFRA”) (Government Code 12945.2).

- 20.4 Unless otherwise provided by this Section, “Leave” under this Section shall mean leave pursuant to the FMLA and CFRA.
- 20.5 An employee is entitled to a total of 12 workweeks of Leave during any 12-month period.
- 20.6 The 12-month period for calculating Leave entitlement will be a 12-month period measured forward from the date the Family Leave was first taken.
- 20.7 An employee’s entitlement to Leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.
- 20.8 An employee shall provide at least 30-calendar days written advance notice for foreseeable events. For events that are not foreseeable, the employee shall notify the District as soon as the employee learns of the need for the Leave, but no later than five working days from learning of the event.
- 20.9 When the Leave is due to the health condition of the employee, the employee shall utilize Leave in the following order:
  - A. All sick leave;
  - B. 40 hours of annual leave; if annual leave is exhausted the employee may choose to use other paid or unpaid leave to complete the 40 hours;
  - C. The employee has the option of using additional full paid leave time. If the employee chooses to use additional paid leave time it must be used in the following order:
    - (1) The balance of their annual leave,
    - (2) Other paid leave;

If the employee does not opt to use full paid Leave time then the employee must move to D below:

- D. 75% disability,
- E. 50% disability,
- F. Annual leave,
- G. At employee option, other paid leave,
- H. Unpaid leave;

The exhaustion of the paid leave shall run concurrently with the Leave.

- 20.10 When the Leave is taken for any purpose other than a health condition of the

employee, including parent, parent-in-law, spouse or domestic partner, or domestic partner's child or parent who has a serious health condition, the employee shall utilize Leave in the following order:

- A. Employee Family Illness
  - (1) Administrative Code Section 6229--Special Leave
  - (2) Annual leave
  - (3) At employee option, other paid leave
  - (4) Unpaid leave
  
- B. Adoption or Birth
  - (1) Administrative Code Section 6229--Special Leave
  - (2) Annual leave
  - (3) At employee option, other paid leave
  - (4) Unpaid leave

The exhaustion of the paid leave shall run concurrently with the Leave.

- 20.11 If an employee takes sick leave or partial pay disability leave without requesting Family Leave, within two days of the employee's return to work and advisement of the District concerning the purpose of the sick leave, the District shall make a determination as to whether the sick leave shall be considered Family Leave.
  
- 20.12 The District shall maintain coverage under any group health plan for the duration of the Leave at the level and under conditions that would have been provided had the employee been working. However, the District shall only maintain such group health plan coverage for such employee for up to 12 weeks within a 12-month period commencing with the start of the Leave.
  
- 20.13 An employee has the right to reinstatement to the same or a comparable position unless the employee is exempted from such right under the provisions of the FMLA or CFRA.

### **Section 21: Bereavement Leave**

- 21.1 Upon the death of a member of an employee's immediate family, he shall be allowed such bereavement leave with pay as is actually necessary to take care of funeral arrangements or to attend the funeral, but not to exceed three (3) working days with regard to any such death within the State of California and not to exceed forty (40) working hours if the death occurs outside the State of California.
  
- 21.2 For the purposes of this section, "immediate family" means spouse/domestic partner, or the employee's or spouse's/domestic partner's child, parent, brother, sister, stepparent, stepchild, grandparent, grandchild, aunt, or uncle. Domestic partner is defined under Administrative Code Section 6234.

## **ARTICLE IV – WORKING CONDITIONS**

## Section 1: Categories of Employment

### 1.1 Categories of employment include:

#### A. Regular full-time

Employees working a 40 hour week for an indefinite period of time. A regular full-time employee will receive all benefits for which he is eligible.

#### B. Regular Part-time

Regular employees who work a regular schedule of at least 20 hours per week but less than 40 hours per week. Employees in this category may job share. PERS membership and health benefit (PEMHCA) regulations are applicable. Regular part-time employees will accrue annual leave as outlined in Article III, Section 17.1. Regular part-time employees may participate in the 401(k) and/or 457 programs subject to meeting the eligibility criteria provided in the Administrative Code. Regular part-time employees are eligible for all other benefits on a pro-rated basis.

#### C. Temporary Full-time

Employees who are hired for a specified limited time and who work a 40 hour week. PERS membership and health benefit (PEMHCA) regulations are applicable. Temporary full-time employees may participate in the 401(k) and/or 457 programs subject to meeting the eligibility criteria provided in the Administrative Code. All temporary employees are entitled to receive all District holidays. Temporary full-time employees are not eligible for any other benefits.

#### D. Temporary Part-Time

Employees who are hired for a specified limited time and who work less than a 40 hour week. PERS membership and health benefit (PEMHCA) regulations are applicable. Temporary Part-Time employees may participate in the 401(k) and/or 457 programs subject to meeting the eligibility criteria provided in the Administrative Code. Temporary Part-Time employees are not eligible for any other benefits.

#### E. Recurrent Employees

Employees hired for an indefinite period of time on an irregular basis, such as intermittent, emergency, or on-call. PERS membership and health benefit (PEMHCA) regulations are applicable. Recurrent employees will accrue annual leave as outlined in Article III, Section 17. Recurrent employees may participate in the 401(k) and/or 457 programs subject to meeting the eligibility criteria provided in the Administrative Code. Recurrent employees are not eligible for any other benefits.

#### F. Limited Term Employees

Employees who are hired for a specified limited time of up to three (3) years, and who work a 40 hour week. PERS membership and health benefit (PEMHCA) regulations are applicable. Limited Term shall be eligible for all benefits afforded Regular Full-Time employees.

The parties agree that prior to hiring any individuals as Limited Term Employees, the District shall meet with ACE to review procedures for how such employees will be utilized.

## **Section 2: Work Schedules**

- 2.1 The workweek shall consist of forty (40) hours in seven (7) consecutive twenty-four (24) hour periods as determined by the District and made known to the employee.
- 2.2 There shall be an unpaid meal period of up to forty-five (45) minutes as determined by the District. The employee's preference shall be taken into account when the meal period is scheduled.
- 2.3 If possible, there shall be two rest periods of approximately fifteen (15) minutes each. If taken, each rest period shall be scheduled approximately mid-way between each half of the employee's workday. Rest periods shall not be used to lengthen a meal period or shorten a workday or work week.
- 2.4 The following are authorized work schedules:
  - A. Five-eights (5-8)

A five-eights-work schedule shall consist of five (5) consecutive eight-hour days. The workweek for employees on the five-eights-work schedule commences at 12:00 a.m. Sunday and ends at 11:59 p.m. Saturday.
  - B. Four-ten (4-10)

A four day work schedule shall consist of four (4) consecutive ten-hour days. The workweek for employees on the four-day work schedule commences on Sunday at 12:00 a.m. and ends Saturday at 11:59 p.m.
  - C. Forty-four, thirty-six (44/36)

The forty-four, thirty-six (44/36) work schedule shall consist of four consecutive nine hour days with the fifth consecutive day as an eight hour day or a regular day off. The eight hour day and the regular day off shall alternate from week to week. The work week for employees on the forty-four, thirty-six shall commence at the middle of the eight hour day and end at the middle of the regular day off.
  - D. Modified 10-hour day

A modified ten hour day work schedule shall consist of two eight (8) hour days, four ten (10) hour days and two twelve and one half (12-1/2) hour days during

each pay period (40.5 hours each week) for operators and responders only. Work days shall be consecutive. For the modified 10 hour day, shifts may rotate for a minimum of 80 hours but not to exceed three months.

E. 28E Schedule

During the term of this Agreement, the District shall implement the schedule known as 28E only in cases of an emergency and only during the emergency. This schedule can only be used until and if the 12-hour shift is implemented pursuant to Subsection F, below. For the 28E schedule, the shifts may rotate for a minimum of 80 hours but not to exceed three months.

F. Twelve hour day

- (1) Effective January 1, 1998, the District has the option of implementing a twelve hour day schedule.
- (2) A twelve hour day work schedule shall consist of a fourteen (14) day period with three (3) consecutive 12.5 hour work days, four consecutive days off, four consecutive 12.5 hour work days and three consecutive days off. The workweek for employees on the twelve hour day shall commence at the middle of the first twelve (12) hour workday in the four workday block. For the twelve hour day, shifts shall rotate for a minimum of 80 hours but not to exceed three months.

G. Irregular work schedules

Irregular schedules currently in effect shall remain in effect unless changed through mutual agreement of the parties.

2.5 During the term of this Agreement no unauthorized work schedule shall be implemented without mutual agreement of the parties.

2.6 The decision to change from one authorized schedule to another and its effects shall be subject to meet and confer.

### **Section 3: Recruitment and Selection**

3.1 Definitions:

3.1.1 Employee:

For purposes of this section an "employee" is defined as a Category A and Category B employee as referenced in Article IV, Section 1, *Categories of Employment*.

3.1.2 Recruitment:

Recruitment is the process of locating individuals to fill the District's personnel (staffing) requirements.

### 3.1.3 Selection:

Selection is the process of hiring the best-qualified candidate for a vacant position. The goal of selection is to match candidates with open positions and the culture of the organization. The hiring authority selects the best-qualified candidate for a vacant position.

### 3.1.4 Employment Testing:

An employment test is an instrument administered by Human Resources, used as a basis for any employment decision including, but not limited to, hiring and competitive-bid promotion. Such tests may measure aptitude, achievement, and other proficiencies. Examples include, but are not limited to, a review of records, interview, typing, computer skills, basic skills, job knowledge, work sample or other demonstration tests deemed reliable and job-related as approved by the Manager of Human Resources. An examination may be re-administered at any time deemed necessary by the Manager of Human Resources or designee.

## 3.2 Job Announcement and Application Filing Process

### 3.2.1 Job Announcement:

Job announcements will be advertised through the District's available communication mediums, including but not limited to, bulletin boards, job information hotline, web-site, and email.

### 3.2.2 Filing Period:

- (1) The filing period for submitting applications will be a minimum of ten (10) working days and shall be indicated on the job announcement.
- (2) If an employee is on leave during the entire filing period, and returns from leave before the next phase of the recruitment process, the employee will be allowed to submit their application within five (5) working days of returning from leave or file prior to the date of the test, whichever comes first.
- (3) An employee who does not meet the qualifications for the position will be notified and provided an opportunity to submit additional information within three (3) working days.

### 3.2.3 Application:

Each employee applying for a position shall thoroughly complete an application package.

### 3.2.4 Exemptions:

- (1) An employee shall be excluded from the recruitment and selection process if that individual:
  - (a) Has a current overall Performance Evaluation rating of less



than “Meets Standards;” or

(b) Has received an appealable disciplinary action in the last six (6) months.

(2) Positions at the level of Unit Manager and above may be filled by internal candidates without utilizing the recruitment process.

(3) Positions of Executive Assistant I and II may be filled by internal or external candidates without utilizing the recruitment process. At the discretion of Management, prior to an appointment being made, a rotational opportunity may be offered to any internal employees meeting the Minimum Qualifications for the position.

3.2.5 Recruitment may be conducted on an inside/outside concurrent basis only with the approval of the Manager of Human Resources.

### 3.3 Selection Process

#### 3.3.1 Invitation to Test:

Qualified employees shall be notified of the time and location of a test at least three (3) days in advance.

#### 3.3.2 Release/Leave Time:

(1) If requested, an employee shall be entitled to release time to participate in and commute to, a test.

(2) Alternatively, an employee may use accumulated annual leave, personal leave, floating holiday (floating holidays may only be used for an entire work day), or compensatory time-off, to participate in and commute to, a test.

(3) The employee shall give reasonable, prior notice of their need for release or leave time.

#### 3.3.3 Qualified Candidates:

The intent of this section is not to exclude employees, but hire the best qualified candidates.

## Section 4: Probationary Period

4.1 After each appointment or selection, an employee shall serve a complete 6-month probation period.

4.2 A new employee shall serve an initial probationary period of six (6) months.

4.3 A District employee who has been promoted shall serve a promotional probationary period of six (6) months. If an employee fails promotional probation, they have

reinstatement rights to their former position.

- 4.4 Employees shall receive no less than a 2-step merit increase upon entering the probationary promotion period.

### **Section 5: Release of Probationary Employees**

- 5.1 Prior to being released from employment, a new probationary employee shall:
- 5.1.1 Receive a Notice of Release from their Probationary Position stating the basis for the decision;
  - 5.1.2 Be accorded the right to respond in writing during a reasonable period of time to the release from their probationary position; or to meet within a reasonable period of time with their Group Manager or designee who has the authority to recommend modification or elimination of the release from their probationary position.
- 5.2 Be given the Group Manager's (or designee's) written decision within a reasonable period of time.

### **Section 6: Classification Review**

- 6.1 An employee who believes they are improperly classified may submit a written request for a study of his position to their supervisor or Human Resources, as appropriate, anytime during the year. The request must state that for a period of at least six consecutive months, the employee has performed the job duties of a different classification.
- 6.2 Human Resources may decline a request for a study of a position that has been studied within the past 24 months, unless the employee justifies such new request. If the Human Resources Group declines to perform the requested study, then the Human Resources Group shall inform the requesting employee in writing no later than thirty (30) days after the original request.
- 6.3 Human Resources shall notify the employee that they received his request no later than thirty (30) days after the receipt of the request and will provide the employee with the job audit questionnaire (JAQ).
- 6.4 The employee portion of the JAQ must be completed and submitted to Human Resources within forty-five (45) working days' receipt of the JAQ.
- 6.5 Each employee submitting a study request shall receive a written response to such request, within one year of having confirmed receipt of the original request. The response shall state whether the job that was studied will remain the same, be upgraded, downgraded or moved laterally.
- 6.6 Effect of Reclassification

- 6.6.1 If Human Resources recommends reclassifying the job to a higher-level classification, then either the higher-level job duties will be reassigned or the employee will be promoted to the new classification effective the first day of the pay period in which the original request was received by Human Resources.
- 6.6.2 If the job is reclassified but the duties are reassigned, the employee shall be paid as provided in SECTION 7, TEMPORARY PROMOTION. Such pay shall be effective to the first day of the pay period in which the original request was received by Human Resources until the duties are actually reassigned.

### **Section 7: Temporary Promotion**

- 7.1 For the purposes of this Article, a temporary promotion is the full-time performance of a majority of the significant duties of a position in one classification by an individual in a lower classification. The temporary promotion will be reflected in the employee's annual performance evaluation. The methodology for implementing temporary promotions, as outlined in Sections 7.3 through 7.5, was revised by the parties in CY 2011. Such revisions shall be effective January 1, 2012.
- 7.2 With the exception of medical leave, a position shall not be filled by a temporary promotion for more than twelve (12) months, except by mutual agreement of the parties.
- 7.3 An employee who has been in a temporary promotion for more than twelve (12) months, by mutual agreement of the parties, will receive a two-step increase (equivalent to 5.5%) in premium pay for each year the employee is in that temporary promotion, provided that the regular hourly rate plus the premium pay has not already exceeded the range the top of the range established for the job classification of the temporary promotion.
- 7.4 An employee who is temporarily promoted shall receive premium pay equal to an 8% salary increase, provided that such increase is equal to or greater than the first step of the pay grade of the classification to which the employee is temporarily promoted. If it is less than the first step of the classification to which the employee is temporarily promoted, then he shall receive premium pay equal to a 12% salary increase. The employee shall remain in ACE and shall continue to receive the benefits provided from his original classification.
- 7.5 An employee shall receive a temporary promotion effective the first full working day in the higher classification. Temporary promotion pay shall only be provided for those days in which the employee is actually performing a majority of the significant duties of the higher level classification.
- 7.6 Each year ACE shall elect to adjust this Temporary Promotion provision, to reflect any changes to compensation as negotiated by AFSCME, Local 1902 (Bargaining Unit 02). Such adjustment shall be made in the same manner as outlined in Article III, Section 1.2, meaning that ACE shall elect adjustments to Temporary Promotion, whether such adjustments represent increases or decreases to compensation.

## **Section 8: Peaceful Performance**

- 8.1 The parties recognize and acknowledge that many of the services performed by the employees covered by this Agreement are essential to the public health, safety and general welfare of the residents within the District service area.
- 8.2 Consequently, ACE agrees that under no circumstances will it recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, slow-down or picketing (hereinafter collectively referred to as work-stoppage), in any office, or facility of the District, not to curtail any work or restrict any production, or interfere with any operation of the District.
- 8.3 In the event of any such work stoppage by any member of the unit, the District shall not be required to negotiate on the merits of any dispute that may have given rise to such work stoppage, until said work stoppage has ceased.
- 8.4 In the event of a work-stoppage during the term of this Agreement, whether by ACE or by any member of the bargaining unit, ACE, by its officers, shall immediately declare in writing and publicize that such work-stoppage is contrary to the Agreement and unauthorized, and further direct its members in writing to cease the said conduct and to resume work. Copies of such written notice shall be served upon the District.
- 8.5 If in the event of a work stoppage, ACE promptly and in good faith performs the obligations of this Article, and, providing ACE has not otherwise authorized, permitted or encouraged such work stoppage, ACE shall not be liable for any damages caused by the violation of this Article.
- 8.6 However, the District shall have the right to discipline, including discharge, any employee who instigates, participates in, or gives leadership to, and work-stoppage activity herein prohibited, and the District shall also have the right to seek full legal redress, including damages, as against any such employee or ACE, if it violates this Article.

## **Section 9: Productivity**

- 9.1 Both parties recognize that it is in their mutual interest and in the best interest of the community if the quality, economy and efficiency of the District's work effort and work product are improved.
- 9.2 Consequently, ACE and its membership agree to support and participate in District improvement efforts.
- 9.3 Furthermore, ACE and its membership will personally initiate improvements whenever possible, and encourage and assist other District employees to do likewise.

## **Section 10: Layoff**

### 10.1 Definitions

- 10.1.1 Displacement – shall mean the replacement by one employee of another employee with less District service.
- 10.1.2 Group – shall mean a work unit that reports to the Office of the GM, as indicated in the approved annual budget and, with respect to any other department, shall mean the entire department.
- 10.1.3 Layoff – shall mean terminating an employee for non-disciplinary reasons.
- 10.1.4 Recall – shall mean the notification of an employee who was laid off.
- 10.1.5 Reduction-in-force – same as layoff.
- 10.1.6 Reinstatement – shall mean the reemployment of an employee who was laid off.
- 10.1.7 Surplus – shall mean a classification or skill not needed by the District, as determined by group management.

### 10.2 Reason for Layoff

- 10.2.1 A layoff may be initiated within any group by the Group Manager with the approval of the Department Head, when necessary for reasons of economy or lack of work.

### 10.3 Order of Layoff

- 10.3.1 Prior to a layoff, the Manager of Human Resources will determine the total length of service in hours, including hours of paid leave, but excluding leave without pay and compensatory time earned, of each employee within the affected group. A composite listing of all employees within the Group will be prepared, listing their length of service in hours.
- 10.3.2 In the event a tie exists between two or more employees having similar length of service, the Manager of Human Resources shall use birth dates to distinguish ties. In the instance of ties, employees with the oldest birth date will be laid off last.
- 10.3.3 The lists will be distributed to ACE and to Group, Section, Unit, and Team managers of organizational units where a layoff or displacement could occur.
- 10.3.4 The Group Manager will determine the organizational unit and classification or classifications to be affected by a layoff and the skill or skills within each classification determined to be surplus.

- 10.3.5 The Human Resources Group will then develop a seniority list that will show the length of service of employees within the organizational unit. The Group Manager will identify and separate the names of employees by skill groups. The Group Manager and Human Resources will then identify those employees to be declared surplus.
- 10.3.6 In case there are two or more employees in the classification from which layoff is to be made, such employees shall be laid off on the basis of inverse order of seniority in District service. Except that, employees whose current performance evaluations are "improvement needed" ratings which have been on record in their personnel folder for at least 30 days shall be laid off first.
- 10.3.7 The Group Manager may specify employees within a classification exempt from layoff or displacement if loss of these employees will seriously impair the function of the District.
- 10.3.8 The results of Paragraphs 10.3.4 through 10.3.7 above shall be sent in writing to ACE.

#### 10.4 Notice of Layoff

The Notice of Layoff shall include:

- 10.4.1 A statement that the employee's position is surplus or he is being laid off due to the exercise of displacement rights of another employee.
- 10.4.2 The effective date of the layoff.
- 10.4.3 The length of service of the employee.
- 10.4.4 A description of the employee's displacement rights.
- 10.4.5 A description of the employee's reinstatement rights. A request for reinstatement form shall be provided with the layoff notice.
- 10.4.6 A description of the employee's severance rights as stated in Administration Code Section 6248.
- 10.4.7 A description of the employee's right to receive assistance in pursuing outside employment opportunities by requesting a referral to an out-placement service firm for up to five days of out-placement coaching and counseling service.

#### 10.5 Displacement

- 10.5.1 Displacement will be permitted provided the displacing employee has the skills required for that position and has successfully used such skills in their employment with the District for a period of not less than one year within the

five-year period immediately preceding the date of the Notice of Layoff, all as determined by the Group Manager and the Manager of Human Resources.

- 10.5.2 A request for displacement must be made in writing to the Manager of Human Resources within five (5) working days following delivery of the Notice of Layoff.
- 10.5.3 Because displacement by seniority is a sequential operation, and because of other factors effecting the timing of a reduction in force, it is anticipated that the Notices of Reduction in Force will be furnished to effected employees at different times.
- 10.5.4 The Manager of Human Resources will furnish to the affected Group Manager the names of those employees requesting displacement rights. Those employees who have not been exempted from displacement pursuant to Paragraph 10.3.7 above are subject to displacement by an employee with more District service.
- 10.5.5 Displacement of an employee with less seniority shall be permitted within the same job family or in a classification previously held by the displacing employee. Displacement shall be limited to the group in which the reduction in force takes place.
- 10.5.6 Employees to be laid off due to the exercise of displacement rights by an employee with more District service shall be given a Notice of Layoff. Employees so notified will have all rights to which employees who have received Notice of Layoff are entitled.

## 10.6 Reinstatement

- 10.6.1 Employees who are laid off and desire to be reinstated at a later date must request reinstatement in writing to the Manager of Human Resources. Priority will be given to the re-employment of each employee.
- 10.6.2 The Manager of Human Resources will maintain a list of the names of laid-off employees who have requested reinstatement.
- 10.6.3 Those employees on the reinstatement list shall be recalled only for positions appropriate to their skills and/or for positions for which they meet the minimum requirements as stated in the job description. Recall of employees from the reinstatement list will be made in reverse order of layoff.
- 10.6.4 Each employee will be responsible for keeping the Human Resources office advised of their current home address and upon notification of reinstatement will be required to respond in person or in writing within six (6) working days following the notification of recall. Recalled employees will be required to report for work within 30 calendar days following the date of notification. Failure to comply with these requirements will result in the employee's name

being removed from the reinstatement list.

- 10.6.5 Prior to being reinstated, an employee will be required to pass a physical examination to determine if he is physically qualified to perform the duties of the position if the previous District examination was made more than six months before the date of reinstatement.
- 10.6.6 The name of a laid off employee will be removed from the reinstatement list two years following the last day for which the employee was paid.
- 10.6.7 In the event an employee who has received a Notice of Reduction in Force declines to assert their displacement rights, or is unsuccessful in displacing another employee, the employee shall be placed on paid administrative leave for three months prior to being laid off. The employee will be placed on the three months of administrative leave no sooner than 30 days after receipt of the Notice of Reduction in Force. Such employees will receive full pay and benefits while on administrative leave, and they may continue to assert their displacement rights (subject to compliance with Section 10.5 above) until their employment is terminated and they are removed from Metropolitan's payroll. They will continue to be eligible for appointment to vacant positions within the District without resort to a recruitment process at the discretion of a Department Head or Group Manager.

## 10.7 Grievability

- 10.7.1 A Group Manager's determination made pursuant to Paragraph 10.3.7 hereof shall be deemed the exercise of a management right and shall not be subject to review under the District's grievance procedure. However, such determination is subject to appeal pursuant to Administrative Code Section 6218(b) within thirty (30) days of receipt of a Notice of Reduction In Force by any employee who is laid off as a result of the Department Head or Group Manager's determination as an abuse of discretion.

## **Section 11: No Smoking Policy**

- 11.1 The parties agree there shall be no smoking in any District building or District vehicle. Smokers will be accommodated by designating smoking areas outside away from building entrances and air intakes.
- 11.2 Because we have an interest in keeping our employees healthy and productive, the District will encourage our smoking employees to quit by reimbursing them for the cost of an approved smoking cessation program to a maximum of \$100 per employee during the term of this Agreement, after successful completion of a program. The reimbursement will apply for only those employees whose medical plan under PERS does not provide coverage for such a cessation program.
- 11.3 In addition, if, in the District's determination, there is sufficient interest, the District



will arrange for lunchtime or after-hours smoking cessation classes at work.

## **Section 12: Drug Testing Policy**

- 12.1 The District may require applicants for employment to submit to testing for alcohol and other controlled substances.
- 12.2 The District may require employees in positions determined by it, in its sole discretion, to relate to health, safety, or security, to be randomly tested for alcohol and other controlled substances.
- 12.3 The District may also require any employee to submit to testing for alcohol and other controlled substances if the employee is involved (1) in an accident or damage to equipment or property, (2) in the event of rule violations and, in either case, there is reasonable suspicion of alcohol or controlled substance use, or (3) when there is otherwise a reasonable suspicion to believe the employee is under the influence of alcohol or another controlled substance. Employees determined to be under the influence may be tested on a random basis until and unless the District determines that there is no longer a basis to continue the testing. Refusal to submit to such tests, when and as requested, shall be cause for disciplinary action up to and including discharge.
- 12.4 All testing of employees pursuant to this policy shall be on District paid time and at District expense.
- 12.5 Test results may be utilized in determining disciplinary action.

## **ARTICLE V – DISCIPLINE, GRIEVANCE AND APPEAL PROCEDURE**

### **Section 1: Grounds for Discipline**

- 1.1 Progressive Discipline
  - 1.1.1 The District shall follow the principles of progressive discipline as defined in this Article.
- 1.2 Employee Misconduct
  - 1.2.1 Employee misconduct is defined in Appendix B.
- 1.3 Disciplinary Actions
  - 1.3.1 Disciplinary actions should be designed to fit the nature of the problem and may include warning, demotion, suspension, discharge, or other appropriate action. The particular action imposed shall depend on the severity of the misconduct and the particular factual circumstances involved.
- 1.4 Oral Warning

1.4.1 Oral warning consists of a discussion between an employee (who may be represented) and their supervisor or other manager concerning performance problems or minor instances of misconduct and may be initiated at any time. During this discussion, the supervisor or manager will review with the employee both the specific deficiencies in question and District standards. The cause(s) of the deficiency will be identified along with specific improvement needed. The employee will be advised of the action that will be taken should he fail to achieve the improvement outlined within the time period specified at the session. The substance of an oral warning will be reduced to writing, placed in the supervisory file, and a copy will be given to the employee.

## 1.5 Written Warning

1.5.1 A written warning generally is appropriate to correct instances of more serious employee misconduct that do not warrant suspension or discharge, repeated instances of minor misconduct or identified performance problems. The purpose of a written warning is to put the employee on notice that the District will take other disciplinary action against him unless immediate, real, and consistent improvement in performance is demonstrated. Any decision to issue a written warning will be reviewed by the Human Resources Group. The supervisor or manager issuing the written warning shall meet with the employee to discuss specific improvements required, over a defined time period, to avoid further disciplinary action. A copy of the record will be given or sent to the employee and he may make a written response on the record within ten (10) days. The employee will be requested to sign the record to signify receipt of the written warning. The written warning will be placed in the employee's official personnel file. The employee's response will be placed in the file if received within ten (10) days.

## 1.6 Demotion

1.6.1 Demotion is the movement of an employee from their current classification to a new classification having a lower salary grade.

## 1.7 Suspension

1.7.1 Suspension is the temporary removal of an employee from their duties without pay for up to thirty (30) calendar days.

## **Section 2: Pre-Disciplinary Procedure**

2.1 If a regular employee is to be suspended for forty hours or more, demoted, or discharged, he shall:

2.1.1 Receive written notice of the intended action at least fourteen (14) days before the date it is intended to become effective, stating the specific grounds and the particular facts upon which the action is based;

- 2.1.2 Receive copies of any known materials, reports or other documents upon which the intended action is based;
- 2.1.3 Be accorded the right to respond in writing within a reasonable period of time to the intended charges;
- 2.1.4 Be accorded the right to meet within a reasonable period of time with the Manager of Human Resources or designee who has the authority to recommend modification or elimination of the intended disciplinary action; and
- 2.1.5 Be given the written decision of the Manager of Human Resources or designee prior to the effective date of the disciplinary action.
- 2.1.6 If an employee reasonably believes that a meeting with their supervisor may result in disciplinary action against him, he may request the attendance of an ACE representative in the meeting. If the ACE representative is not available at the time of the meeting, the supervisor will arrange an alternative meeting as soon as possible, but at least within five (5) working days.

### **Section 3: Right to Association Representation**

- 3.1 Only one ACE representative shall be authorized to use District time to represent an employee as provided in this Section.

### **Section 4: Grievance Representative**

#### 4.1 Grievance Assistance

- 4.1.1 A grievant may, at any step of the grievance procedure, be assisted in the preparation and presentation of their grievance by an ACE representative, or choose to be self-represented in the grievance procedure. A grievant shall select from one of these two alternatives.
- 4.1.2 If the grievant elects to be represented, the District may designate a management representative to be present at the grievance meeting.

#### 4.2 Number of Grievance Representatives

- 4.2.1 The elected representatives of each Group shall be the grievance representatives for that Group.

#### 4.3 Identification of Grievance Representatives

- 4.3.1 ACE shall provide the District with a written list of employees who have been selected as grievance representatives.

- 4.3.2 A grievance representative shall operate within their designated group work location.
- 4.3.3 Only those employees designated by ACE in writing as grievance representatives shall be recognized by the District and allowed to represent bargaining unit members. ACE officers shall keep the list current.
- 4.4 Release Time
  - 4.4.1 Only one elected Group representative shall be authorized to use District time to prepare any single grievance.
  - 4.4.2 The grievant and the authorized grievance representative shall receive reasonable release time to prepare a written grievance and/or to attend a grievance meeting.
  - 4.4.3 A grievance representative desiring to leave their work site to process a grievance shall first obtain permission from their immediate supervisor. Release from work shall be as soon as practical.
  - 4.4.4 A grievance representative desiring to enter the work site of a grievant to process a grievance shall first obtain the permission of the grievant's immediate supervisor.

## **Section 5: Grievance Procedure**

- 5.1 Definitions
  - 5.1.1 A grievant is an employee, a group of employees, or ACE. Alleged grievances that affect more than one employee in a substantially similar manner normally will be consolidated.
  - 5.1.2 A grievance is an alleged misapplication of a specific provision of (1) this Agreement, (2) the Administrative Code, or (3) other rules or regulations governing personnel practices and other terms and conditions of employment within the scope of negotiations, which alleged misapplication adversely affects the grievant. A grievance also includes the following actions: (1) withholding of a merit step, (2) oral warning, (3) written warning (4) suspensions of five (5) days or less, and (5) a performance evaluation with a Corrective Action Plan.
  - 5.1.3 A written grievance is a grievance as defined above, which has been reduced to writing on a form provided by the District. The written grievance shall include the employee's name, classification, group, immediate supervisor's name, and representative's name, if any. It must also include the specific article of the provision alleged to have been misapplied, a clear and concise description of the alleged grievance with the circumstances supporting the employee's allegation, and the specific remedy requested to resolve the grievance.

5.1.4 A “day” is any day in which the Headquarters of the District is open for business.

## 5.2 Waivers and Time Limits

5.2.1 Failure by management to reply to the grievance within the time limits specified in this Section automatically grants to the grievant the right to process the grievance to the next level within the time limits defined in the next level.

5.2.2 Any level of review or any time limits established in this Section may be waived or extended by mutual agreement confirmed in writing.

5.2.3 If a grievant fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last response by management and the grievance shall not be subject to further appeal.

## 5.3 General Provisions

5.3.1 ACE agrees to use the District’s standard grievance form when processing formal grievances.

5.3.2 The grievant shall be bound by the statement of the grievance as originally defined.

5.3.3 If the grievant is self-represented, ACE shall be notified of any tentative settlement proposed at any formal level of the procedure prior to the settlement being finalized. The purpose of this step is to allow ACE to state its position for the record. If ACE does not provide a written response within seven (7) days after notification, such opportunity to respond shall be considered waived, and the proposed settlement shall be implemented and the matter closed. If a timely response is made, the District’s representative shall give full consideration to ACE’s position prior to settlement of the grievance.

## 5.4 Informal Complaint

5.4.1 Before filing a written grievance, the employee shall attempt to resolve the problem in meeting with their immediate supervisor.

5.4.2 The immediate supervisor shall give an oral response to the employee within five (5) days of the date the issue was raised by the employee.

## 5.5 Formal Grievance

### Level I

- (1) If the grievant is not satisfied with the resolution proposed at the informal level, he may, within thirty (30) days from the event giving rise to the grievance or from the date the grievant could reasonably have been expected to have had knowledge of such event, file a written grievance with their Section Manager on the District's grievance form.
- (2) The Section Manager shall, within ten (10) days of receipt of the grievance, meet with the grievant and give a written response to the grievant on the original grievance form.

#### Level II

- (1) If the grievant is not satisfied with the written response of the Section Manager, the grievant may, within ten (10) days from receipt of such response, file a grievance with their Group Manager or designee on the original grievance form.
- (2) Within ten (10) days of receipt of the written appeal their Group Manager or designee shall meet with the grievant and shall investigate the grievance, including meeting with the supervisor, and give a written response to the grievant on the original form.
- (3) Grievances concerning subjects listed in Section 6: Appeal Procedure, are appealable to that procedure. For all other grievances, the decision of the Group Manager is final.

### **Section 6: Appeal**

- 6.1 The following disciplinary actions imposed on regular, non-probationary employees may be appealed pursuant to this Section if they have first met the requirements of Section 2: Pre-Disciplinary Procedure:
  - A. The following disciplinary actions imposed on regular, non-probationary employees:
    - (1) Suspensions of forty (40) hours or more,
    - (2) Demotions,
    - (3) Discharges,
- 6.2 Hearing of a disciplinary action by the Hearing Officer will be limited to the written request as originally filed by the employee to the extent that said request has not been satisfactorily resolved.
- 6.3 Appeal Procedure
  - A. A written request for a hearing must be filed by either the employee or ACE with the Manager of Human Resources within fifteen (15) days of:
    - (1) The date of the notice of disciplinary action; or,

- (2) The last day a response was possible at the second level of Section 5: Grievance Procedure.
  
- B. The parties may mutually agree upon the selection of the Hearing Officer or shall jointly request a list of panel Hearing Officers as determined in Section 6.5: Pool of Hearing Officers, below.
  
- C. Within five (5) days following receipt of the above referenced list the parties shall confer to select the Hearing Officer and to determine whether either party will demand to submit the disciplinary action to mediation before the State Mediation Service. In selecting the Hearing Officer, the obligation to strike the first name shall be determined by lot, and the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the Hearing Officer. Should either party make a demand for mediation, the Manager of Human Resources or designee shall contact the State Mediation Service to arrange mediation as soon as practicable.
  
- D. Within ten (10) days after the selection of the Hearing Officer, the hearing shall be scheduled. In the event either party demands mediation, every reasonable effort will be made to coordinate the mediation and hearing dates so that the mediation will occur prior to the appeal hearing.
  
- E. The Hearing Officer shall, within thirty (30) days of the conclusion of the aforementioned hearing, render their decision, in writing, and shall direct copies to the Manager of Human Resources or designee, the grievant and the grievant's representative (if any).

#### 6.4 Hearing

- A. The fees and expenses of the Hearing Officer shall be shared equally by the District and the employee or ACE (whoever files the request for the hearing), it being understood and agreed that all other expenses including, but not limited to, fees for non-District employee witnesses, transcripts, and similar costs incurred by the parties during such hearing, will be the responsibility of the individual party involved.
  
- B. The hearing may be public or private at the option of the employee.
  
- C. The employee may be represented by legal counsel.
  
- D. The hearing shall be informal and the rules of evidence prescribed for duly constituted courts shall not apply.
  
- E. Hearings shall be conducted in accordance with rules and procedures adopted or specified by the Hearing Officer, unless the parties hereto mutually agree to other rules or procedures for the conduct of such hearings.

#### 6.5 Pool of Hearing Officers

Hearing officers may be selected from a list of names provided by the State Mediation

Service.

6.6 Decision

- A. The decision of the Hearing Officer shall not add to, subtract from, or otherwise modify the terms and conditions of this Agreement.
- B. The decision of the Hearing Officer may sustain or revoke the disciplinary action and shall be final and binding on the parties.
- C. The decision of the Hearing Officer can be appealed pursuant to Code of Civil Procedure Section 1094.5.

**Section 7: Personnel File**

- 7.1 An employee, or an employee's representative with the written consent of the employee, may inspect the employee's personnel file. The employee may choose to inspect his personnel file at the office of the Human Resources Group or request a meeting to review his file at his work location for inspection there. No derogatory information shall be placed into the personnel file unless a copy has been provided to the employee and they have been given an opportunity to respond.
- 7.2 Employee personnel files and the information therein shall be held in strict confidence by the District and shall be subject to inspection only by officials of the District acting on official District business or otherwise as required by law.
- 7.3 At the request of an employee, all disciplinary documents in the employee's personnel file shall be removed after three years unless there has been further discipline regarding the work behavior that led to the discipline. This provision shall not apply to performance evaluations.

**ARTICLE VI – ACE ACTIVITIES**

**Section 1: Association/Management Meetings**

- 1.1 The parties agree that quarterly meetings to explore issues of mutual concern will be beneficial to the relationship between the District and ACE's representatives that have been formally recognized to represent District employees. Consequently, the General Manager or his designee, and other managers shall meet quarterly with one (1) representative from each Association. In addition to its representatives, each Association may have additional people as reasonably needed for a specific topic. Association representative(s) shall receive reasonable release time to participate in these meetings.
- 1.2 The parties agree that such meetings shall not be negotiations and therefore the results of the meetings shall not be binding on the parties unless they develop and execute a Memorandum of Agreement or an amendment to the current Memorandum of Understanding that memorializes their results.
- 1.3 To foster a problem solving approach, the parties agree that decision-making shall be by



consensus. For these purposes, consensus means that no meeting participant objects to a decision or course of action under consideration by the group. Also, outside of the meetings, each party agrees to refrain from negatively characterizing the participation, ideas, or approach of the other parties during these Association/Management meetings.

## **Section 2: Bulletin Boards**

- 2.1 ACE may use District bulletin board space as available. The boards shall be used solely for the following subjects:
  - A. Information concerning ACE activities and policies; and
  - B. Announcements of scheduled ACE meetings.
- 2.2 All material other than stated above shall be subject to the approval of the Employee Relations Officer at Headquarters or the supervisor in charge of the appropriate field facility.
- 2.3 Notices posted by ACE on District bulletin boards shall not contain anything that may reasonably be constructed as maligning the District or any of its employees. In addition to any other lawful actions, the District may, in its sole discretion, revoke or suspend the right granted by this section if such right is abused.







**Appendix A**

**Association of Confidential Employees Unit  
Salary Schedule: January, 1 2017**

<b>Salary Grade</b>	<b>Title</b>	<b>Hourly Range</b>	<b>Monthly Range</b>	<b>Annual Range</b>
28	Legal Secretary I (C)	\$ 22.75- 30.01	\$ 3,943- 5,202	\$ 47,320- 62,421
30	Admin Assistant I (C)	\$ 24.10- 31.69	\$ 4,177- 5,493	\$ 50,128- 65,915
30	HR Assistant I (C)	\$ 24.10- 31.69	\$ 4,177- 5,493	\$ 50,128- 65,915
34	Admin Assistant II (C)	\$ 26.89- 35.37	\$ 4,661- 6,131	\$ 55,931- 73,570
34	HR Assistant II (C)	\$ 26.89- 35.37	\$ 4,661- 6,131	\$ 55,931- 73,570
35	Legal Secretary II (C)	\$ 27.68- 36.37	\$ 4,798- 6,304	\$ 57,574- 75,650
37	Info Tech Analyst I (C)	\$ 29.18- 38.42	\$ 5,058- 6,659	\$ 60,694- 79,914
38	Admin Assistant III (C)	\$ 30.01- 39.48	\$ 5,202- 6,843	\$ 62,421-82,118
38	HR Assistant III (C)	\$ 30.01- 39.48	\$ 5,202- 6,843	\$ 62,421-82,118
39	Admin Analyst I (C)	\$ 30.85- 40.56	\$ 5,347- 7,030	\$ 64,168- 84,365
39	Human Resources Analyst I (C)	\$ 30.85- 40.56	\$ 5,347- 7,030	\$ 64,168- 84,365
40	Sr Legal Secretary (C)	\$ 31.69- 41.73	\$ 5,493- 7,233	\$ 65,915- 86,798
42	Admin Analyst II (C)	\$ 33.48- 44.11	\$ 5,803- 7,646	\$ 69,638- 91,749
42	Human Resources Analyst II (C)	\$ 33.48- 44.11	\$ 5,803- 7,646	\$ 69,638- 91,749
42	Info Tech Analyst II (C)	\$ 33.48- 44.11	\$ 5,803- 7,646	\$ 69,638- 91,749
43	Env Health & Safety Field Spclst I (C)	\$ 34.43- 45.32	\$ 5,968- 7,855	\$ 71,614- 94,266
43	*Financial Analyst (C)	\$ 34.43- 45.32	\$ 5,968- 7,855	\$ 71,614- 94,266
44	Executive Assistant I (C)	\$ 35.37- 46.58	\$ 6,131- 8,074	\$ 73,570- 96,886
45	*Admin Analyst III (C)	\$ 36.37- 47.89	\$ 6,304- 8,301	\$ 75,650- 99,611
45	*Board Specialist (C)	\$ 36.37- 47.89	\$ 6,304- 8,301	\$ 75,650- 99,611
45	Env Health & Safety Field Spclst II (C)	\$ 36.37- 47.89	\$ 6,304- 8,301	\$ 75,650- 99,611
45	*Training Administrator	\$ 36.37- 47.89	\$ 6,304- 8,301	\$ 75,650- 99,611
45	*Human Resources Analyst III (C)	\$ 36.37- 47.89	\$ 6,304- 8,301	\$ 75,650- 99,611
45	*Training Specialist (C)	\$ 36.37- 47.89	\$ 6,304- 8,301	\$ 75,650- 99,611
47	*Info Tech Analyst III (C)	\$ 38.42- 50.54	\$ 6,659- 8,760	\$ 79,914- 105,123
47	*Sr Risk Management Analyst (C)	\$ 38.42- 50.54	\$ 6,659- 8,760	\$ 79,914- 105,123
48	Executive Assistant II (C)	\$ 39.48- 51.92	\$ 6,843- 8,999	\$ 82,118- 107,994
48	*Sr HR Training Specialist (C)	\$ 39.48- 51.92	\$ 6,843- 8,999	\$ 82,118- 107,994
49	*Sr Admin Analyst (C)	\$ 40.56- 53.35	\$ 7,030- 9,247	\$ 84,365-110,968
49	*Sr Benefits Analyst (C)	\$ 40.56-53.35	\$ 7,030- 9,247	\$ 84,365-110,968
49	*Sr Class & Comp Analyst (C)	\$ 40.56-53.35	\$ 7,030- 9,247	\$ 84,365-110,968
49	*Sr EEO Analyst (C)	\$ 40.56-53.35	\$ 7,030- 9,247	\$ 84,365-110,968
49	*Sr HRIS Analyst (C)	\$ 40.56-53.35	\$ 7,030- 9,247	\$ 84,365-110,968
49	*Sr Recruitment Specialist (C)	\$ 40.56-53.35	\$ 7,030- 9,247	\$ 84,365-110,968
50	*Env Health & Safety Field Spcls III (C)	\$ 41.73-54.79	\$ 7,233- 9,497	\$ 86,798- 113,963
50	*Sr Board Specialist (C)	\$ 41.73-54.79	\$ 7,233- 9,497	\$ 86,798- 113,963
50	*Sr Training Specialist (C)	\$ 41.73-54.79	\$ 7,233- 9,497	\$ 86,798- 113,963
51	*Employee Relations Specialist	\$ 42.85- 56.28	\$ 7,427- 9,755	\$ 89,128- 117,062
51	Security Specialist (C)	\$ 42.85- 56.28	\$ 7,427- 9,755	\$ 89,128- 117,062

51	*Sr Financial Analyst (C)	\$ 42.85- 56.28	\$ 7,427- 9,755	\$ 89,128- 117,062
51	*Sr Training Administrator (C)	\$ 42.85- 56.28	\$ 7,427- 9,755	\$ 89,128- 117,062
52	*Government & Regional Aff Rep (C)	\$ 44.11- 57.78	\$ 7,646- 10,015	\$ 91,749- 120,182
52	*Sr Info Tech Analyst (C)	\$ 44.11- 57.78	\$ 7,646- 10,015	\$ 91,749- 120,182
53	*Sr Env Health & Safety Field Spclst (C)	\$ 45.32- 59.38	\$ 7,855- 10,293	\$ 94,266- 123,510
54	*Sr Emp Relations Specialist	\$ 46.58 -60.95	\$ 8,074- 10,565	\$ 96,886- 126,776
54	*Pr. Risk Management Analyst (C)	\$ 46.58- 60.95	\$ 8,074- 10,565	\$ 96,886- 126,776
55	*Pr HR Training Specialist (C)	\$ 47.89- 62.58	\$ 9,301- 10,847	\$ 99,611-130,166
56	*Pr Admin Analyst (C)	\$ 49.20- 64.36	\$ 8,528- 11,156	\$ 102,336-133,869
56	*Pr Benefits Analyst (C)	\$ 49.20- 64.36	\$ 8,528- 11,156	\$ 102,336-133,869
56	*Pr Class & Comp Analyst (C)	\$ 49.20- 64.36	\$ 8,528- 11,156	\$ 102,336-133,869
56	*Pr EEO Analyst (C)	\$ 49.20- 64.36	\$ 8,528- 11,156	\$ 102,336-133,869
56	*Pr HRIS Analyst (C)	\$ 49.20- 64.36	\$ 8,528- 11,156	\$ 102,336-133,869
56	*Pr Recruitment Specialist (C)	\$ 49.20- 64.36	\$ 8,528- 11,156	\$ 102,336-133,869
56	*Pr Training Administrator (C)	\$ 49.20- 64.36	\$ 8,528- 11,156	\$ 102,336-133,869
56	*Pr Training Specialist (C)	\$ 49.20- 64.36	\$ 8,528- 11,156	\$ 102,336-133,869
57	*Sr Government & Region Aff Rep (C)	\$ 50.54- 66.07	\$ 8,760- 11,452	\$105,123- 137,426
58	*HR Business Support Team Mgr (C)	\$ 51.92- 67.83	\$ 8,999- 11,757	\$107,994- 141,086
56	*Pr Info Tech Analyst (C)	\$ 49.20- 64.36	\$ 8,528- 11,156	\$ 102,336-133,869
59	*Law Office Administrator (C)	\$ 53.35- 69.69	\$ 9,247- 12,080	\$110,968-144,955
60	*Assoc Dpty General Counsel (C)	\$ 54.79 -71.59	\$ 9,497- 12,409	\$113,963-148,907
60	*Pr Emp Relations Specialist	\$ 54.79 -71.59	\$ 9,497- 12,409	\$113,963-148,907
60	*Pr Government & Region Aff Rep (C)	\$ 54.79 - 71.59	\$ 9,497- 12,409	\$113,963-148,907
60	*Safety, Regulatory, and Technical Training Team Manager (C)	\$ 54.79 -71.59	\$ 9,497- 12,409	\$113,963-148,907
60	*Dpty Ethics Ofc Adv, Comp & Policy	\$ 54.79 -71.59	\$ 9,497- 12,409	\$113,963-148,907
60	* Dpty Ethics Ofc Inv, Outrch & Educ	\$ 54.79 -71.59	\$ 9,497- 12,409	\$113,963-148,907
62	*HRIS Manager	\$ 57.78- 75.54	\$ 10,015- 13,094	\$120,182-157,123
62	*Pr Legislative Representative	\$ 57.78- 75.54	\$ 10,015- 13,094	\$120,182-157,123
63	*Asst Ethics Officer	\$ 59.38- 77.62	\$ 10,293- 13,454	\$123,510-161,450
64	*Org Dev & Training Manager	\$ 60.95- 79.70	\$ 10,565- 13,815	\$126,776-165,776
66	*Deputy General Counsel (C)	\$ 64.36- 84.02	\$ 11,156- 14,563	\$133,869-174,762
66	*Strategic Program Mgr, HR (C)	\$ 64.36- 84.02	\$ 11,156- 14,563	\$133,869-174,762
66	*Benefits Services Unit Manager (C)	\$ 64.36- 84.02	\$ 11,156- 14,563	\$133,869-174,762
66	*Class/Comp and Recruitment Unit Mgr	\$ 64.36- 84.02	\$ 11,156- 14,563	\$133,869-174,762
66	*Community Relations Program Mgr	\$ 64.36- 84.02	\$ 11,156- 14,563	\$133,869-174,762
66	*Workers' Compensation Manager	\$ 64.36- 84.02	\$ 11,156- 14,563	\$133,869-174,762
68	*EEO Manager	\$67.83 - 88.76	\$11,757-15,385	\$141,086-184,621
70	*Manager of Admin Services	\$71.59 - 93.68	\$12,409 - 16,238	\$148,907 -194,854
71	*Sr Dpty General Counsel (C)	\$73.52 - 96.29	\$12,743- 16,690	\$152,922- 200,283
72	*Controller	\$75.54 - 98.93	\$13,094 - 17,148	\$157,123- 205,774
72	*Special Projects Manager	\$75.54 - 98.93	\$13,094 - 17,148	\$157,123- 205,774
73	*Executive Legislative Rep (C)	\$77.62- 101.66	\$13,454 - 17,621	\$161,450 -211,453
73	*Executive Strategist	\$77.62- 101.66	\$13,454 - 17,621	\$161,450 -211,453
74	*Chief Dpty General Counsel (C)	\$79.70-104.42	\$ 13,815- 18,099	\$165,776-217,194

78	*Asst General Counsel (C)	\$88,760-116,380	\$15,385 - 20,173	\$184,621- 242,070
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\*Not eligible for overtime

\*\*Effective November 1, 2011, eligible for overtime and premium pays at manager's discretion

## APPENDIX B

### EXAMPLES OF MISCONDUCT

The District will base its disciplinary actions on the guidelines set forth below. It is impossible to provide an exhaustive list of types of impermissible conduct. However, misconduct that may result in disciplinary action, up to and including discharge includes, but is not limited to, the following examples:

- A. Insubordination, including: (a) refusal to follow a work order; (b) insulting or demeaning the authority of a supervisor or manager; or, (c) foul or abusive language directed at a supervisor or manager.
- B. Intentional or negligent conduct that damages District property or the property of another employee, a customer, a vendor, or a visitor.  
Note: property includes, but is not limited to, records, supplies, materials, equipment, land or facilities.
- C. Intentional or negligent misuse of District property, or the property of another employee, customer, vendor, or visitor.
- D. Removing from the premises without authorization, the property of the District, a District employee, customer, vendor, or visitor.
- E. Theft.
- F. Fighting or provoking a fight on District time or property.
- G. Engaging in horseplay or other action that endangers District property or disrupts work.
- H. Harassing, threatening, intimidating, or coercing any other employee, customer or visitor, including any violation of District Harassment Policy.
- I. Violation of District's Equal Employment Opportunity Policy.
- J. Failure to work cooperatively with others.
- K. Bringing or possessing weapons or any other dangerous device onto District property without authorization.
- L. Violation of the District's Alcohol and Controlled Substance Policy and Testing Program or the Drug Free Workplace Section in this MOU.
- M. Disregarding any safety, fire prevention or security rule or practice, or engaging in activity that creates a safety, fire, or security hazard.
- N. Smoking in restricted areas or where "No Smoking" signs are posted or otherwise violating District's "No Smoking" Policy.
- O. Sleeping during work time.
- P. Failing to report a work-related accident or injury immediately.
- Q. Soliciting or accepting reimbursement or gratuities for services from customers or any other person during working hours or while on District premises.
- R. Unauthorized vending, solicitation or sales of goods or services to other employees, customers, or visitors during working hours or while on District premises.
- S. Entering an unauthorized area at any time.
- T. Excessive tardiness or unscheduled absenteeism for any reason whether or not reported.
- U. Failing to notify one's supervisor of absence and the reason for absence prior to the start of a shift.
- V. Leaving District premises or one's assigned work area during working hours without permission.



- W. Failure to abide by lunch or break periods or working unauthorized overtime
- X. Failing to meet acceptable performance standards.
- Y. Recording another employee's time.
- Z. Submitting an employment application containing false or misleading information.
- AA. Falsifying or destroying any District records, including, but not limited to, any timekeeping records or customer records.
- BB. Failure to perform assigned duties.
- CC. Unauthorized dissemination of proprietary information.
- DD. Unauthorized dissemination of employee records or files.
- EE. Conviction of a felony or conviction of a misdemeanor involving moral turpitude which relates to the employee's ability to perform the duties of their position. For purposes of these rules, a plea of "nolo contendere" or "no contest" will constitute conviction.
- FF. Refusing to take or subscribe to any oath or affirmation which is required by law in connection with employment.
- GG. Failing to obtain or maintain any required license, registration, certifications, or permit.
- HH. Incompetence.
- II. Dishonesty.
- JJ. Abuse of sick leave.
- KK. Violation of properly adopted rules and regulations set forth in writing by the employee's department/division.
- LL. Performance of non-District work on work time.
- MM. Any other misconduct which affects the work environment or the quality customer relations or any other violation of established District policy.

