

AGREEMENT NO. 23-53

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE YOLO-SOLANO AIR QUALITY MANAGEMENT DISTRICT

AND

**THE YOLO-SOLANO AIR QUALITY MANAGEMENT
DISTRICT EMPLOYEES ASSOCIATION**

JANUARY 1, 2024 – DECEMBER 31, 2026

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ARTICLE I TERM OF THE AGREEMENT

The Yolo-Solano Air Quality Management District (hereinafter referred to as "District") and the Yolo-Solano Air Quality Management District's Employees Association (hereinafter referred to as "Association") agree that the term of this Agreement shall commence on January 1, 2024 and expire on December 31, 2026. Unless otherwise noted herein, any changes caused by the approval of this Agreement shall be prospective and implemented as of January 1, 2024.

ARTICLE II AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Agreement, the following agents or his/her designee have been identified.

- A. District's principal authorized agent shall be:
 Executive Director/Air Pollution Control Officer (APCO)
 Yolo-Solano Air Quality Management District
 1947 Galileo Court, Suite 103
 Davis, CA 95618

- B. Association's principal authorized agent shall be:
 President
 Yolo-Solano Air Quality Management District Employees Association
 1947 Galileo Court, Suite 103
 Davis, CA 95618

ARTICLE III RECOGNITION

The District recognizes the Association as the exclusive collective bargaining agent for all regular full-time and regular part-time employees (working at least twenty (20) hours per week) in the District, excluding all management, supervisory and confidential employees. See Attachment A for a list of classifications covered by this Agreement.

ARTICLE IV DISTRICT RIGHTS AND RESPONSIBILITIES

- A. District retains, solely and exclusively, all the management rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by District and not abridged herein, include but are not limited to the following: To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, policies, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to layoff employees from duty for lack of funds, lack of work, reduction in the number of positions, or operational reasons; to temporarily furlough employees without pay for budgetary reasons; to hire, transfer, promote, discipline, demote and terminate its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed by District employees and the services to be provided; to classify positions; to establish initial salaries of new classifications after notification of the Association; to determine the methods,

processes, means and places of providing services; and to take whatever action necessary to prepare for and operate in an emergency.

- B. It is the responsibility of the District to provide the Association with written notification of actions affecting matters within the scope of representation that the District proposes to change from that set forth in this Agreement.
- C. The District shall endeavor to follow its established Personnel Policy as amended from time to time; provided, however that nothing contained herein shall limit the District's right to change the existing Personnel Policy in the manner provided by law and existing practices. Except in the case of an emergency or other unforeseen event, the District shall endeavor to provide the Association adequate time to review revisions to the existing Personnel Policy affecting matters within the scope of representation that the District proposes to change in a manner that is not consistent with past practice. In cases where the Association feels that a policy has been inconsistently or inadequately followed, upon written request from the Association, the District will respond in writing clarifying the policy.
- D. **Performance Evaluations:**
 - 1. The District shall complete employee performance evaluations in a timely manner.
 - 2. Performance evaluations for new employees on initial probation will be conducted at 3 months, 6 months, and 1 year. For employees who pass their initial probation, a performance evaluation will be conducted annually on their anniversary date.
 - 3. Performance ratings of "not acceptable" shall not be given without the following:
 - a. A description of the reason(s) for the rating and factual support justifying the rating;
 - b. Prior notice of the rating to the employee, including a copy of the justification(s) for the rating, to be given at least five (5) business days before the scheduled evaluation meeting between employee and supervisor; and
 - c. A performance improvement plan, to be given at the scheduled evaluation meeting between employee and supervisor.

ARTICLE V PROBATIONARY PERIODS

- A. **Initial Probation:** Upon initial appointment, an employee shall serve the equivalent of twenty-six (26) complete biweekly pay periods of continuous service as a probationary period, during which time the employee may be dismissed without cause or right of appeal. Except for pre-approved vacation, any accumulated time absent during the probationary period for a period of more than forty (40) hours shall serve to extend the employee's probation period for the total period of absence.
 - 1. An employee who is not dismissed from employment by the end of their initial probationary period shall be deemed to have passed the probationary period and considered a regular employee.
- B. **Promotional Probation:** Upon promotion to a different classification with a higher salary schedule, an employee shall serve the equivalent of thirteen (13) complete biweekly pay periods of continuous service as a probationary period, during which time the employee may be returned to his/her previous classification without cause or right of appeal, provided the employee had successfully completed a probationary period in the previous class and pursuant to Article V.B.2 below. Except for pre-approved vacation, any accumulated

time absent during the probationary period for a period of more than forty (40) hours shall serve to extend the employee's probation period for the total period of absence.

1. **Extension of Promotional Probationary Periods:** A promotional probationary employee may be required to serve up to an additional three (3) months of probation at the District's discretion. The District shall endeavor to notify the employee in writing at least one (1) month prior to the end of the probationary period of the intention to extend probation, including the reasons for the extension.
2. **Rejection from Promotional Probation:** Rejection during a promotional probationary period is not a disciplinary action. A regular employee who is rejected during a promotional probationary period shall be entitled to return to the position from which the employee was promoted if: 1) such position is vacant, 2) the employee held permanent status in such position, and 3) the employee is not being rejected from his/her promotional probationary position for any reason constituting grounds for discipline. If the position is not vacant, the employee may be placed in any other vacant position for which he/she qualifies; if no such position is available, the person shall be entitled to preferential rehire rights pursuant to Article XVII, Section F of this Agreement.

ARTICLE VI HOURS OF WORK

A. **Work Hours:**

1. Standard Work Week: The standard work week for all employees covered by this MOU shall consist of forty (40) hours during seven consecutive days. Each employee shall be assigned regular starting and quitting times, which shall not be changed without prior notice.
2. Alternative Work Schedules: Other work schedules or transition from the employee's assigned work schedule, by written request of the employee and/or District, may be implemented at the District's sole discretion. Upon approval or notice, such changes, may be implemented at the start of the next scheduled pay period. Temporary schedule changes to accommodate the continuing education needs or emergency situations of an employee may be implemented at the sole discretion of the APCO.
 - a. For purposes of this section, alternative work schedules include, but are not limited to:
 - i. 4/10 Schedule: a bi-weekly schedule consisting of eighty (80) hours of work schedule for eight (8) workdays consisting of ten (10) hours scheduled on each workday and no more than forty (40) hours of work scheduled per week.
 - ii. 9/80 Schedule: a biweekly work schedule consisting of eighty (80) hours of work in nine (9) work days, and with no more than nine (9) hours scheduled on any work day. Such a schedule shall require designation of a work week which starts and end at noon on Mondays or noon on Fridays for employees on such a schedule and shall involve forty (40) regular hours worked in such a designated week.
 - iii. Other schedules approved by the APCO.

- B. **Rest Periods:** An employee shall be entitled to take a rest period of fifteen (15) minutes in duration for every four (4) hours worked. Authorized rest period time shall be counted as time worked for which there is no deduction in pay. Rest periods shall not be taken within one (1) hour of the employee's starting time, quitting time, or meal break and shall not be accumulated or used to supplement meal breaks, arrive at work late or leave work early.
- C. **Meal Periods:**
1. An unpaid meal period of thirty (30) minutes to one (1) hour shall be part of the normal daily work schedule. Such meal period shall occur at approximately the midpoint of the shift.
 2. An employee who is working more than six (6) hours in a shift shall take a meal period, unless there is a work demand, and in that case the meal period may be waived by mutual agreement of the employee and the District.
 3. An employee may waive the meal period if his/her shift is six (6) hours or less.
- D. **Schedule Adjustments:** The District shall have the sole authority to grant an employee's request to adjust his/her work schedule during the week in which the work is being performed. Any such change in schedule shall not incur an overtime obligation on the District.

ARTICLE VII COMPENSATION AND BENEFITS

A. Wages:

1. **Cost of Living Adjustment (COLA):** The District agrees to increase the salary ranges of employees annually by a minimum of two and one-half percent (2.5%) and a maximum of five percent (5%), effective July 1 of each fiscal year to account for increases in the cost of living.

- a. The COLA shall be based on the increase in the "All Urban Consumers" category of the California Consumer Price Index (CPI), between April (two calendar years before the adjustment) and April (one calendar year before the adjustment) as shown in the following table.

Adjustment Date	CPI time period
July 1, 2024	April 2022 and April 2023
July 1, 2025	April 2023 and April 2024
July 1, 2026	April 2024 and April 2025

- b. If the CPI for a given time period is less than two and one-half percent (2.5%), the increase shall be two and one-half percent (2.5%)(“Floor COLA”).
 - c. If the CPI for a given time period is more than five percent (5%), the increase shall be five percent (5%)(“Ceiling COLA”).
2. **Merit Step Adjustment:** Employees shall be eligible to progress from step to step within the appropriate range depending on merit. Such progression shall not be automatic. The District shall endeavor to notify the employee in a timely manner of the intention to deny a merit step increase,

including the reasons thereof, before the date upon which the employee would be eligible for the increase. Employee performance evaluations which may result in a step increase shall be presented to the employee no later than thirty (30) days after the annual due date for an evaluation. If at no fault of the employee, the evaluation is not completed by day 31, payroll will process the merit increase back to the original due date.

3. **Salary Adjustment:** The District agrees to adjust the maximum salary range (E) for the following classifications effective January 1, 2024 by the listed percentages. All salary adjustments are made independent of and in addition to adjustments in individual employees' salaries due to articles in this agreement. In cases where there are associated relationships between classifications, all classifications are adjusted accordingly.

CLASSIFICATION	Effective 1/1/2024
Administrative Analyst	Match Associate Air Quality Specialist Salary (appx. 18.7%)
Administrative Assistant	+1.1%
Air Monitoring Tech II	+11.6%
Associate Air Quality Engineer	Match Associate Air Quality Specialist Salary (appx. 3.565%)
Associate Air Quality Specialist	+16.7%

B. Health and Wellness Program:

1. **Health Benefits:** Unless employees have opted out of the District's health insurance program, the District shall provide regular full-time employees and regular part-time employees working at least twenty (20) hours per week, with monthly amounts to put towards the cost of health insurance as follows:
 - a. Employee only: \$550.00
 - b. Employee plus one: \$1,100.00
 - c. Employee plus family: \$1,430.00.
2. **Cafeteria Benefit:** The District shall also provide regular full-time employees and regular part-time employees working at least twenty (20) hours per week that have not opted out of the District's health insurance program with a monthly cafeteria benefit amount to be used to pay for health insurance, dental and vision buy-up options through Yolo County's self-insurance plan or other plans provided by the District. The monthly cafeteria benefit amount shall be an amount equal to the difference between the fixed amounts provided in Section B.1 of this Article for Employee Only, Employee + One and Employee + Family and eighty percent (80%) of the Kaiser Area health insurance monthly premium rate for the current calendar year.:
3. **Opt-Out Benefit:** Employees who are adequately covered by other non-Covered California health insurance may opt out of District-sponsored health insurance once per year during the open enrollment period. Eligible employees must provide written proof of qualifying medical coverage for themselves and all of their eligible dependents. If the District does not receive an employee's proof of other health insurance coverage during the annual health insurance open enrollment period, the employee shall be automatically enrolled as "employee only" in the least expensive HMO plan offered through the District's health insurance coverage plan. Employees who effectively opt-out of District-

sponsored health insurance shall receive five hundred dollars (\$500.00) per month in taxable earnings in lieu of health premiums.

If an employee loses his or her other health insurance coverage during the year, other than during the annual health insurance open enrollment period, the employee will have the ability to enroll in the District's health insurance coverage plan at the time of such loss. The employee must notify the District within 30 days of the change of coverage.

- C. **Dental and Vision Care:** The District shall provide regular full-time employees and regular part-time employees working at least twenty (20) hours per week with dental insurance and vision insurance equivalent to the plans in force as of July 1, 1992.

The District agrees to cover the employee's contribution for dental and vision care for regular full-time employees and regular part-time employees working at least twenty (20) hours per week under the basic plan offered through Yolo County's self-insurance plan. Any buy-up options offered to employees through Yolo County's self-insurance program shall be paid by the employee who opts to purchase such additional options.

The District will provide vision and dental insurance coverage and will explore options to separate such benefits from the Yolo County self-insurance plan.

- D. **Deferred Compensation:** The District shall make every reasonable effort to ensure that all regular full-time and regular part-time employees working at least twenty (20) hours per week are able to participate in a deferred compensation program sponsored by the District. This program shall operate in accordance with applicable state and federal laws.

The District agrees, as an incentive for employees, to match up to a maximum amount of two hundred dollars (\$200.00) per month, which equals one hundred dollars (\$100.00) per twenty-four (24) bi-weekly pay periods per employee contributing to the deferred compensation programs as offered by the District. The District agrees to provide its match payment to any of the applicable deferred compensation plans to the extent permitted by law.

Effective January 1, 2024, or as soon as practicable thereafter, the District agrees to establish a separate Roth IRA and 401(a) deferred compensation plan for employees.

- E. **Transportation Incentive:**

1. It is the policy of the District to encourage all employees to utilize a commute method which minimizes exhaust emissions.
2. The District shall provide an incentive to any employee who travels to and from work using one of the following methods: walking, bicycling, public or mass transit, carpooling or vanpooling (two or more persons per vehicle), plug-in hybrid vehicle, electric vehicle or other zero-emission means of transportation. Payment shall be subject to the following:
 - a. The incentive shall be in one of the following amounts:

(1) Eighty dollars (\$80.00) per month, provided that a least twenty-five percent (25%) of an employee's commute trips or at least twenty-five percent (25%) of an employee's commute miles in any one month are made by one of the above methods.

(2) One hundred dollars (\$100.00) per month, provided that at least fifty percent (50%) of an employee's commute trips or at least fifty percent (50%) of an employee's commute miles in any one month are made by one of the above methods.

(3) One hundred and twenty dollars (\$120.00) per month, provided that at least eighty percent (80%) of an employee's commute trips or at least eighty percent (80%) of an employee's commute miles in any one month are made by one of the above methods.

b. Payment shall be subject to the following criteria:

(1) An employee shall submit to the District written notice of his/her intention to begin utilizing a qualifying method of commuting under this Section, and shall indicate the type and frequency of the commute method to be used. Following the commencement of the use of a commute method, the employee shall be prepared to substantiate the type and frequency of the commute method used, upon request of the APCO or his/her designee.

(2) Written notice shall also be required from the employee when he/she discontinues using a qualifying commute method. Failure to provide such written notice may result in disciplinary action.

(3) Once approved, the incentive will start at the next scheduled pay period.

F. Tuition Reimbursement:

1. It is the policy of the District to encourage employees to continue their education to promote professional growth.

The District agrees to reimburse an employee up to five thousand, two hundred and fifty dollars (\$5,250) annually for the cost of course work which promotes career development. Reimbursement shall be subject to the following limitations:

a. The course work must be taken at an accredited educational institution or, in the sole judgment of the APCO or his/her designee, through an appropriate training program.

b. The course work must be directly related to the employee's career path.

c. Reimbursement shall be limited to the cost of tuition, text books, and any other materials reasonably required to complete the course work.

d. Expenses reimbursed through any other source shall not be reimbursed by the District.

e. Receipts for all expenses and evidence of satisfactory completion shall be submitted prior to reimbursement.

3. All course work subject to reimbursement shall be approved in advance by the APCO or his/her designee.

4. Any classes approved through the tuition reimbursement program which fall during the employee's regular work week shall require the employee to use accrued annual leave or Compensatory Time Earned (hereinafter referred to as "CTE"). In the alternative, an employee can also request to use makeup time for any classes which occur during the employee's regular work week pursuant to the makeup time policy. Courses which fall on weekends or after regular work hours shall not be eligible for the accrual of overtime or CTE.
5. Employees must be employed by the District throughout the period in which the course is offered to be eligible for the reimbursement.
6. The District will also provide active student loan repayment for eligible employees up to the reimbursement amount provided in this section to the extent permitted by law, subject to the following limitations:
 - a. The District will provide the annual student loan repayment amount in monthly installment payments (no greater than \$437.50 per month) contingent on the employee remaining employed with the District for the full calendar month.
 - b. The District will make the monthly loan repayment directly to the loan provider in the first payday in the month following a full calendar month of employment.

G. **Sick Leave Incentive:** It is the policy of the District to encourage all employees to accrue their sick leave in order to accommodate them in a time of crisis. As such, the District offers an incentive to employees meeting the sick leave incentive criteria. An employee must be employed with the District for the full fiscal year (July 1 to June 30). Eligible employees have the choice of choosing one of the following options:

1. Dollar Incentive:

- a. Use thirty (30) hours or less of sick leave per fiscal year (July 1-June 30) and receive three hundred dollars (\$300) incentive.
- b. Use forty (40) hours or less of sick leave per fiscal year and receive two hundred forty dollars (\$240) incentive.
- c. Use forty-five (45) hours or less of sick leave per fiscal year and receive one hundred eighty dollars (\$180) incentive.
- d. Use fifty (50) hours or less of sick leave per fiscal year and receive one hundred twenty-dollars (\$120) incentive.

2. Convert Sick Leave to Annual Leave:

- a. Use thirty (30) hours or less of sick leave per fiscal year (July 1-June 30), and be eligible to convert ten (10) hours of sick leave to annual leave.
- b. Use forty (40) hours or less of sick leave per fiscal year, and be eligible to convert eight (8) hours of sick leave to annual leave.

- c. Use forty-five (45) hours or less of sick leave per fiscal year, and be eligible to convert six (6) hours of sick leave to annual leave.
 - d. Use fifty (50) hours or less of sick leave per fiscal year, and be eligible to convert four (4) hours of sick leave to annual leave.
3. The dollar incentive will be paid or the hours will be converted by August 15 following the close of the fiscal year.

H. **Leave Donation Program:** The purpose of this program is to provide a mechanism for assisting employees who have exhausted paid leave due to their own or a family member's (as defined in federal and/or state law) serious or catastrophic illness or injury. This program will allow for a District employee to donate the monetary value of accrued annual leave or floating holiday hours to a specific employee who has exhausted his/her own available leave balances. Serious or catastrophic illness or injury is defined as an adverse medical condition which requires the employee to be absent from work for more than twenty (20) consecutive work days, and meets the definitions of federal and/or state family medical leave laws.

Donations shall be administered according to procedures established by the APCO (or his/her designee), and requested on a form prescribed by the APCO (or his/her designee). Signed approvals of the donating employees must be properly provided before a donation is processed.

Donors and hours donated shall be maintained as confidential payroll information.

1. **Donations-Recipients:**

- a. To be eligible for this program, the receiving employee must:
 - 1) Be a full-time employee (if the receiving employee is on a probationary period, such probationary period will be extended by each day the employee remains out on leave under the program);
 - 2) Be absent from work due to a single illness or injury for more than twenty (20) work days (as verified by a physician's statement); and
 - 3) Must have exhausted all earned leave balances (including sick leave, annual leave, compensatory time earned, accumulative time earned and floating holiday hours); except that the APCO may approve the solicitation/acceptance of leave donations prior to all balances being exhausted, when the physician's statement and leave balances indicate the probable exhaustion of balances within two (2) pay periods.
- b. Upon approval of a request for donation, the APCO (or his/her designee) shall, at the employee's or family member's request, post a notice of the eligible employee's need for donations on the office news board. Confidential medical information shall not be included in the notice.
- c. Donated leave shall be changed to its cash value at the donor's base rate of pay and then credited to the recipient in equivalent hours of annual leave at the recipient's base rate of pay.

- d. Donated hours are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.
- e. The total donations received into his/her annual leave balance by an employee shall not exceed 1,040 hours.
- f. While an employee is on leave using donated leave hours, he/she shall not accrue any annual leave or sick leave hours.
- g. Payment for unused sick leave at the time of termination of employment shall be in accordance with the District's Personnel Policy.

2. **Donations by Employee:**

- a. Donations may be donated by any regular full-time employee who has completed his/her initial probationary period.
- b. Donations are voluntary and confidential.
- c. Only accrued annual leave or floating holiday hours may be donated. Donations of sick leave, compensatory time earned, accumulative time earned or administrative leave are not permitted.
- d. Donations must be made in a minimum of four (4) hours, in whole hour increments.
- e. Donation hours are irrevocable, and if any donated hours remain at the end of the recipient's catastrophic leave, those hours shall remain for the sole use of the recipient.
- f. An employee may not donate more than eighty (80) hours to any other employee.
- g. An employee may not donate any leave that would reduce the employee's total accrued combined leave of annual leave, sick, compensatory time earned and accumulative time earned below forty (40) hours.

I. **Flexible Spending Accounts:** Pursuant to Internal Revenue Code Section 125, which allows employers to set aside money on a pre-tax basis to pay for qualifying medical and dependent care expenses, the District agrees to provide medical and child-care Flexible Spending Accounts (FSA) to regular employees starting January 1, 2010. For each employee participating, the maximum limits for medical and dependent care expenses are as allowed under the applicable IRS regulations.

J. **Public Employment Retirement System (PERS):** The District has contracted with CalPERS to provide retirement benefits for Association members. On January 1, 2013, the Public Employees' Pension Reform Act (PEPRA) became effective designating two benefit levels for local government employees. Employees hired before January 1, 2013 or employees hired after January 1, 2013, who have been employed with another CalPERS agency or reciprocal agency as allowed by CalPERS, within six month of starting employment with the District, are referred to as "Classic Members" with pension formula of 2%@55. New employees with no prior employment with a CalPERS agency, or have been not employed for over six months with a reciprocal agency are classified as "New Members" under PEPRA, with a pension benefit of 2%@62.

PEPRA requires all “New Members” to pay one-half of the employer normal costs for benefits. Effective July 1, 2015, “New Members” will pay one-half of the normal costs as determined annually by CalPERS and reported in actuarial valuation reports. For fiscal year 2023/2024, one-half of the normal costs is 7.75%. This amount is governed by CalPERS Actuarial Valuation Annual Report and subject to change based on the annual actuarial valuation report that determines the normal cost for the upcoming fiscal year.

“Classic Members” shall pay seven percent (7%) of their CalPERS Member Contribution.

- K. **Life Insurance:** The District shall pay the premium for a \$50,000 life insurance policy for each employee.

During the term of the agreement, the District agrees to review providing employees the ability to purchase additional life insurance based on a percentage of their salary and/or for dependents.

- L. **Bilingual Pay:** An employee when required and assigned by the District to utilize bilingual skills in the languages of Spanish and Russian, shall receive \$200 per month, providing the employee has passed a District-approved bilingual exam for the language required. The exam shall evaluate oral and/or basic reading/writing skills. The District will administer the exam as needed when there are candidates to be tested. Skills pay for approved employees who pass the exam shall begin the first day of the pay period following approval.

The District will provide no more than four (4) employees with bilingual pay with at least one (1) employee in each language of Spanish and Russian where an employee otherwise qualifies for bilingual pay in each language. The District will also endeavor to have at least one (1) employee who receives bilingual pay in both a field job position and an office job position, or as otherwise based on operational need.

- M. **Longevity Bonus:** To acknowledge the continued dedication and service of employees to the District, a longevity bonus of \$1,000 will be provided prospectively to employees at the time an employee completes 5 years, 10 years, 15 years, 20 years and 25 years of continuous service with the District. This longevity bonus will be paid to the employee in the pay period that includes the qualifying date of completion of the above-referenced tiers of continued service with the District.

For any employee who previously completed one or more of these continued years of service tiers prior to January 1, 2024, a one-time \$1000 longevity bonus will be provided in the pay period including January 1, 2024.

- N. **Equipment and Clothing Reimbursement.**

1. **Safety Equipment:** The District will reimburse employees for the following items for employees in the job classifications of Air Monitoring Technician, Air Quality Technician, Assistant/Associate/Senior Air Quality Engineer, Assistant/Associate Air Quality Planner, and Assistant/Associate Air Quality Specialist, as follows:

Safety Shoes: Up to \$250 every two years if needed. For the job classifications of Air Monitoring Technician and Assistant/Associate/Senior Air Quality Specialist, the reimbursement will be provided annually if needed.

Prescription Safety Glasses: Up to \$300 reimbursement every two years if needed. Reimbursement is only provided for glasses purchased through District approved plan.

2. District Clothing: The District will reimburse a new employee up to \$60 for the purchase of clothing embroidered with the District Logo and/or District name.

For any such reimbursement provided above, an employee can submit a completed Employee Expense Reimbursement form to the Administrative Services Manager or designee for processing and approval.

Separate from the above-referenced reimbursements, the District will also replace District-issued safety and miscellaneous items as needed. An employee can inquire with their immediate supervisor or the Administrative Services Manager for information on requesting a replacement item.

O. Release Time

The Association shall have a cumulative total of fifteen (15) hours of release time off per year during the term of this Memorandum of Understanding without loss of pay or benefits to engage in Association business. Said fifteen (15)) hours of release time may be used by one person or divided among any number of officers or designated employee representatives. In all cases of release time, the Association shall notify the employee's supervisor, in writing if possible, of the need for such release time and secure permission from the supervisor before leaving a work assignment. Such permission shall not be unreasonably denied. If release time is granted, the employee shall provide a leave slip to the supervisor which will be forwarded to Human Resources for record keeping purposes.

ARTICLE VIII OVERTIME

- A. Overtime: All hours actually worked in excess of the standard forty (40) hour work week by a non-exempt employee shall be paid at the overtime rate (one and one-half (1 ½) times), in accordance with the Fair Labor Standards Act (FLSA). All time paid for hours not worked (e.g., sick leave, vacation, comp time, etc.) shall not count toward the forty (40) hour threshold for overtime. Employees in FLSA exempt positions are not entitled to overtime.

As an exception to the above-referenced qualifications for overtime pay, Employees assigned to work on an "expedited project" outside normal working hours will be paid for such hours worked on the "expedited project" at the overtime rate (one and one-half (1 ½) times).

Except in emergencies, all overtime must be authorized in advance by the employee's immediate supervisor. Multiple instances of unauthorized overtime worked may subject an employee to disciplinary action.

- B. Compensatory Time Earned (CTE): A regular full-time employee will accrue Compensatory Time Earned (CTE) in lieu of paid overtime unless the District payroll clerk is notified prior to the close of the pay period in which the time is worked. As with paid overtime, CTE shall be accrued at a rate of one and one-half (1 ½) times for all overtime hours worked. Employees who select to accrue CTE in lieu of paid overtime may earn no more than eighty (80) hours of CTE in any fiscal year, and no employee shall be allowed to carry forward more than eighty (80) hours of CTE from one fiscal year to the next. Any accrued CTE over 80 hours cannot be carried over into the next fiscal year and will be paid out in the first pay period in July of the next fiscal year. Requests for use of CTE shall be made to the employee's immediate supervisor. All time off for CTE requires management approval. Any unused CTE shall be paid at the normal hourly rate upon the employee's termination from the District.
- C. Make-Up Time: Make-up time requests must be submitted using the time keeping system. Requests will be considered for approval based on the legitimate business needs of the District at the time the request is

submitted or as otherwise provided in this Agreement. A separate request is required for each occasion the employee requests make-up time.

If an employee requests time off, their make-up time request must be approved by their supervisor before taking the requested time off or working make-up time, whichever is first.

All make-up time must be worked in the same workweek as the time taken off. Refer to Alternate Work Schedule Program for details. It is the employee's responsibility to ensure that they do their make-up time in the same workweek. Each employee's scheduled work week and mid-day can be different depending on your set schedule. Employees may not work more than 11 hours in a day or 40 hours in a workweek as a result in making up time that was or would be lost due to personal obligation.

If an employee takes time off and is unable to work the scheduled make-up time for any reason, the hours missed will be charged against leave balances. If an employee has no accrued leave, the hours missed will be leave without pay. If an employee works make-up time before the employee's planned time off, the employee must take that time off, even if the employee no longer needs the time off for any reason.

ARTICLE IX STANDBY DUTY AND CALL BACK

A. Standby:

1. Standby duty is defined as that circumstance which requires the employee so assigned to:
 - a. Be ready to respond in a reasonable time to calls for his/her service,
 - b. Be readily available at all hours by telephone or other communication devices, and
 - c. Refrain from activities which might impair his/her assigned duties upon call.
2. Standby duty shall be assigned in writing by management and shall be compensated at the rate of five dollars (\$5.00) per hour.
3. An employee shall not receive standby pay for hours actually worked or for hours reimbursed by a call-back minimum.

B. Call Back:

1. **Definition:** An employee who has left the work location who is called back to work or assigned work from home after the work shift or work week has ended, shall be deemed "called back" for purposes of this Section.
2. **Minimum:** All employees duly Called Back shall receive credit for a minimum of two (2) hours or for time actually worked, whichever is greater. Travel time is included in work time. There will be no overlapping minimums.

ARTICLE X

ANNUAL LEAVE

- A. **Accrual:** Employees who are employed on a continuous basis shall accrue annual leave credits for each pay period of continuous service, which may be taken only to the extent the leave hours are already accrued, based on the Schedule of Accrual in Section B of this Article. For purposes of payroll reporting, annual leave is defined as “vacation” hours. Absence without pay for more than sixteen (16) working hours in a pay period shall cause the pay period’s service to not be counted toward earning annual leave accruals.

- B. **Schedule of Accrual:**

Pay Periods of Continuous Service	Accrual per Pay Period of Continuous Service
0 through 78 pay periods	3.08 hours (appx. 80 hours/year)
79 through 260 pay periods	4.62 hours (appx. 120 hours/year)
Over 260 pay periods	6.16 hours (appx. 160 hours/year)

Vacation accrual shall begin from the first of the pay period following the pay period in which the employee commenced such continuous service. If such commencement date was the first working day of the pay period, vacation accrual shall start from such commencement date.

- C. **Payment on Separation:** Employees who separate from the District service shall be paid for accrued annual leave.
- D. **Maximum Accrual:** No employee shall be allowed to accrue more than three hundred and twenty (320) hours of accrued annual leave at any time.
- E. **Scheduling:** Annual leave shall be taken only upon approval of the employee's supervisor. Employees who request annual leave must give reasonable notice to enable supervisors to verify scheduling prior to approval.
- F. **Limiting Lost Annual Leave Accrual:** An employee who has accrued between two hundred and forty (240) and two hundred and eighty (280) hours of annual leave, and who has not scheduled time off to occur before the employee reaches the maximum cap of three hundred and twenty (320) hours of accrued annual leave, shall request a meeting with his/her supervisor to try to schedule leave before the annual leave is capped at 320 hours, based on the Maximum Accrual in Section D of this Article. However, nothing contained herein shall require the District to approve a leave request for any particular date or period of time, nor to approve a request in a manner that would adversely affect the morale of District employees or otherwise interfere with the District operations. If, after a supervisor has approved an employee's request, and/or the District determines that it is necessary to cancel and/or is not able to approve a request for operational reasons and the employee is thereby deprived of the opportunity to take leave before reaching the three hundred and twenty (320) hour cap on accrued annual leave based on the Maximum Accrual in Section D of this Article, the employee shall have the option of receiving an equivalent cash payment for any accrued annual leave over the Maximum Accrual by Section D of this Article, or have it converted to CTE in the manner provided for in this Agreement. Concurrent with this cash payment, or conversion to CTE, the employee’s accumulated total annual leave shall be reduced by the corresponding amount.
- G. **Annual Leave Cash-Out:**
1. An employee with a minimum of five (5) years of continuous service and a minimum of 200 hours of annual leave on the books may request to cash out ten (10) hours of vacation time at the employee’s hourly base rate per fiscal year. Any cash out is at the discretion of the APCO. The employee’s accrued

annual leave will be reduced by the amount of hours cashed out. Employees must have used forty (40) hours of annual leave in the prior year in order to cash out the annual leave hours.

2. An employee with a minimum of ten (10) years of continuous service and a minimum of 200 hours of annual leave on the books may request to cash out twenty (20) hours of vacation time at the employee's hourly base rate per fiscal year. Any cash out is at the discretion of the APCO. The employee's accrued annual leave will be reduced by the amount of hours cashed out. Employees must have used eighty (80) hours of annual leave in the prior year in order to cash out the annual leave hours.
3. "Continuous Service" shall mean the time during which the employee has been employed by the District without a break or interruption; provided, however, neither military leave, nor approved leaves nor approved absences, whether with or without pay, shall be construed as breaks in service.

ARTICLE XI

SICK LEAVE

- A. **Accrual:** Employees who are employed on a continuous full-time basis shall accrue sick leave credits on the basis of 0.04615 hours of sick leave for each regular hour paid to a maximum of ninety-six (96) hours per year. Sick leave may accrue without limitation.
- B. **Authorization for Usage:** Employees are entitled to use accrued sick leave for the following purposes:
 1. Diagnosis, care or treatment of an existing health condition or for preventive care services;
 2. Diagnosis, care or treatment of an existing health condition or for preventive care services for his/her spouse/domestic partner, child, parent, grandparent, grandchild, or sibling;
 3. Donating blood, limited to one (1) hour per visit, up to four (4) visits per year. A receipt of the blood donation shall be submitted to the employee's supervisor by the end of the pay period in which the donation occurred.
 4. For an employee who is a victim of domestic violence, sexual assault, or stalking, as described in Labor Code section 230 and 230.1.
- C. **Evidence of Illness:** In regard to an employee's use of accrued sick leave the District shall not require employees to furnish a medical practitioner's certificate unless otherwise specified in this Agreement or as allowed by law.

The District and the Association, recognizing a potential for abuse of sick leave, agree that the District may employ reasonable means to determine the validity of any sick leave use, including requesting a medical practitioner's certificate for sick leave absences. The parties agree that such means shall not be used to harass or intimidate employees or discourage the appropriate use of sick leave.

- E. **Parental Leave:** Employees are entitled to use accrued sick leave up to a maximum of two (2) weeks, in the event of the birth and/or adoption of a child, and for baby bonding purposes, or as allowed under federal and/or state law.

ARTICLE XII

BEREAVEMENT LEAVE

District employees who suffer the death of a family member shall be entitled to paid leave, for a period not to exceed five (5) working days for each death in accordance with Government Code section 12945.7. The bereavement leave taken pursuant to this policy need not be consecutive, but must be taken within the twelve (12) months of the date of the death of the family member. Employees who intend to use such leave shall give prior notice to his or her immediate supervisor and to the APCO. Upon request of the District, an employee is required to provide documentation of the death of a family member within thirty (30) days of the first date bereavement leave is taken. For purposes of this Section, "family member" means any of the following: child, spouse (including registered domestic partner), parent, grandparent, grandchild, sibling, sibling-in-law, parent-in-law.

ARTICLE XIII

HOLIDAYS

- A. **Paid Holidays for Regular Full-Time and Regular Part-Time Employees:** The following shall be paid holidays for eligible employees:
1. New Year's Day
 2. Dr. Martin Luther King, Jr.'s Birthday
 3. President's Day (3rd Monday in February)
 4. Cesar Chavez Day (March 31st)
 5. Memorial Day (last Monday in May)
 6. Juneteenth (June 19th)
 7. Independence Day (July 4th)
 8. Labor Day (1st Monday in September)
 9. Veterans' Day
 10. Thanksgiving Day (4th Thursday in November)
 11. Day after Thanksgiving
 12. Christmas Day
 13. All other days appointed by the President of the United States or Governor of the State of California and approved by the Governing Board of the District.
- B. **Holiday Observance:** Recognized holidays which fall on a Saturday will be observed on a Friday; those falling on a Sunday will be observed on a Monday.
- C. **Holiday Pay:** Regular full-time employees will receive holiday pay for up to eight (8) hours for each holiday.
- D. **Holidays Worked:** If an employee is required to work on an observed holiday, the employee shall receive holiday pay plus time and one-half (1.5) for any work on that holiday.
- E. **Floating Holidays:** Regular full-time employees shall be granted thirty-two (32) hours per fiscal year of non-accumulative, floating holiday time which may be used upon the appointing authority's prior approval. These employees shall be credited with floating holiday hours at the beginning of each fiscal year. Regular full-time employees hired after the start of the fiscal year shall be credited with a prorated amount of floating holiday hours, based on the amount of pay periods remaining in the fiscal year at date of hire. All floating holiday hours must be taken during the fiscal year and shall not accrue from one fiscal year to the next. Upon termination, any accrued but unused floating holiday hours shall be paid to the regular full-time employee at a straight time rate.

- F. **Holiday Hours:** Regular full-time employees shall be granted the following holiday hours:
1. Christmas Day Eve – 4.0 hours, and
 2. New Year's Day Eve – 4.0 hours
- G. **Regular Part-Time Employees:** A regular part-time employee shall accrue and be paid for holidays in the same proportion as his/her working hours bear to the normal working hours of a full-time employee in a comparable position. Regular part-time employees shall be granted a prorated amount of floating holiday hours per fiscal year, based on the percentage of their work hours. Regular part-time employees must work at least forty (40) hours per biweekly pay period to be eligible for both holiday hours and floating holiday hours.

ARTICLE XIV LEAVE OF ABSENCE WITHOUT PAY (LWOP)

- A. **Eligibility:** Except as otherwise provided by Article XI.C., leave without pay may be granted only to an employee who desires to return to District service and does not have annual leave available.
- B. **Short-Term LWOP:** Leave without pay of less than thirty (30) consecutive days may be granted by the APCO. Anyone failing to return from leave on the first working day after the end of his/her short-term leave, and who has failed to receive permission for a finite time extension from the APCO (or his/her designee), will be deemed to have resigned, having abandoned his/her position.
- C. **Long-Term LWOP:** A long-term leave without pay of thirty (30) days to a maximum of one (1) year may be granted by the APCO. The employee shall retain his/her status as an employee at the pay step, with leave and benefits accrued prior to the LWOP. However, no additional leave shall accrue nor shall the District provide any pay or benefits during the period of the long-term leave LWOP. Anyone failing to return from leave on the first working day after the end of his/her long-term leave LWOP, and who has failed to receive permission for a finite time extension from the APCO (or his/her designee), will be deemed to have resigned, having abandoned his/her position.
- D. **During office closure:** During any period of time that the District office is closed at or near the end of the calendar year (year-end closure), the APCO may grant employees who, at the commencement of the year-end closure, have an annual leave balance of 80 hours or less with the option of using leave without pay during the year-end closure. If, and when, an employee utilizes leave without pay during the year-end closure, the District agrees (for this purpose only) to not adjust or reduce health, dental, life insurance benefits, leave time accruals, or seniority for the period an employee is on leave without pay during the year-end closure.

ARTICLE XV GRIEVANCE PROCEDURE

- A. **Definitions:** For the purposes of this Article, the following words and phrases shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:
1. **Day:** A day is defined as a calendar day.
 2. **Grievance:** A grievance is an employee initiated complaint regarding a claimed violation, misapplication or misinterpretation of a specific provision of this Agreement that adversely affects the grievant's employment. Provisions of the District's Personnel Policy, disciplinary actions, performance evaluations, and the exercise or lack of exercise of District rights and responsibilities, as set forth in Article IV, shall not be grievable.

3. **Grievant:** A permanent, probationary, or regular part-time District employee who is directly, adversely affected by the matter being grieved.

B. **Procedure:** This procedure shall be the exclusive procedure for handling grievances of employees in classifications covered by this Agreement. Each step of the procedure set forth below must be exhausted before proceeding to the next level of the grievance procedure, unless so expressly agreed to in writing by the grievant and the District's management representative.

1. **Informal Discussion:** Within ten (10) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have knowledge of such event, an attempt shall be made to settle all grievances on an informal basis by discussion between the immediate supervisor and the employee before submitting it to the formal written grievance procedure. The grievant's supervisor shall reply in writing to the employee within five (5) days of meeting with the employee.

2. **Formal Levels:**

- a. First Step: If the grievance is not settled at the informal discussion level, within ten (10) days after receipt of the informal level reply, the grievant may file a formal written grievance with the District's HR Designee. The formal written grievance shall contain a statement describing the facts surrounding the grievance, the section of the Agreement allegedly violated, and the remedy or corrective action requested. The supervisor shall confer with the grievant and/or his/her representative within ten (10) days of receiving the written grievance. A written response to the grievant shall be rendered within ten (10) days after such meeting or within twenty (20) days of receiving the grievance if no such meeting is held.
- b. Second Step: If the grievant is not satisfied with the decision rendered at the first step, he/she may appeal the decision to the APCO within ten (10) days of receiving the decision. The APCO shall confer with the grievant and/or the grievant's representative and attempt to settle the grievance. If the grievance is not settled, the APCO may further investigate the grievance and within fourteen (14) days of receipt of the written appeal, shall render a written decision to the grievant.
- c. Third Step: If the grievant is not satisfied with the decision rendered by the APCO, he/she may appeal the decision within ten (10) days of receiving the APCO's decision, by filing a written appeal to the Personnel Committee of the Board of Directors. The Personnel Committee may convene, or may designate a hearing officer from its members, to hear the matter. A Grievance Hearing will be held within thirty (30) days after receipt of the grievance. A written decision shall be rendered within ten (10) days after the Grievance Hearing which shall be final and binding upon the parties involved.

C. **Conditions:**

1. **Failure to Act:** If the finding or resolution of a grievance at any step of the procedure is not appealed within the prescribed time, said grievance shall be considered settled on the basis of the last answer provided, and there shall be no further appeal or review. Should management not respond within the prescribed time, the grievant may proceed to the next step of the grievance procedure.

2. **Extension and Curtailment of Time Limits:** The time limits provided may be extended or reduced by mutual written agreement of the grievant and an appropriate representative of the District when extenuating circumstances are found to exist.
3. **Written Records of Grievances:** All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file in the District and shall not be kept in the official personnel file of any of the participants.
4. **Freedom from Reprisal:** An employee filing a grievance in conformity with this Article shall have freedom from reprisal for any grievance filed in good faith.
5. **Representation:** An employee may have representation at all steps in the preparation and presentation of a grievance, except at the informal discussion level of the procedure.
6. **District Time:** Up to one (1) hour will be granted at each level of the grievance procedure for purposes of preparation for the grievance meeting. The employee shall be allowed to attend the grievance meeting on District time.

ARTICLE XVI DISCIPLINARY PROCEDURE

A. Purpose:

1. To provide permanent employees subject to disciplinary actions with all rights to which they are entitled under the Constitution of the United States, the Constitution of the State of California, and state and federal law.
2. To provide an orderly procedure for notice, pre-action response meetings (Skelly), administrative review of minor disciplinary action and formal hearing on appeal of severe disciplinary actions.
3. This Article shall not apply to probationary, or other non-permanent employees; nor shall these provisions apply to those matters related to District rights and responsibilities, as set forth in Article IV, including, but not limited to, performance evaluations and/or unscheduled evaluations.

B. Basis for Disciplinary Action: The tenure and status of employees are conditioned on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action. In addition to the causes set forth in the District's Personnel Policy, disciplinary action may be based on any of the following grounds: failure to perform required duties, abuse of written employer policies or rules, unexcused absences, misuse of District property or equipment, and commission of other acts which are incompatible with service to the public.

C. Definitions of Discipline:

1. **Day:** A day is defined as a calendar day.
2. **Severe Disciplinary Actions:** Actions taken by the District for cause which include discharge, demotion, reduction in pay or suspension without pay.

3. **Minor Disciplinary Actions:** Actions taken by the District for cause which include a written reprimand.
4. **Letter of Instruction:** A letter provided to an employee by Management which provides for instructions on performing job functions or responsibilities when it is determined by Management that an employee's performance is deficient. A letter of instruction is not disciplinary and not appealable, thus, it may not be placed in an employee's personnel file and must be destroyed one (1) year from the date of the letter. Nonetheless, a letter of instruction shall be used as a basis for discipline if the employee does not correct the deficient behavior.
5. **Parties:** The affected employee, the Association, the employee's immediate supervisor and/or other management member of the District.
6. **Response (Skelly) Meeting:** An informal meeting in which the employee has the opportunity to respond to the proposed charges/discipline prior to further action.
7. **Hearing** A formal hearing held following an appeal of an employee of action taken by the employee's immediate supervisor or management staff proposing disciplinary action.

- D. **Notice:** Notice shall be given by personal delivery to the employee or by certified mail to the employee's home address. If there is a refusal to accept certified mail, notice shall be deemed received on the date of refusal or the date of the last attempt by the postal service to deliver. A copy of the notice shall be mailed via regular delivery. If certified mail is deemed undeliverable, notice shall be deemed complete within no less than five (5) days or more than eight (8) days of deposit in the regular mail.

The notice shall contain, to the extent applicable:

1. A description of the events which necessitated the proposed action;
2. A statement of the charges, including the rule(s) and regulation(s) or ordinances violated;
3. A statement of the proposed disciplinary action;
4. Copies of materials upon which the action is based, or if voluminous or confidential, notification that the employee may review or make copies of available materials on which the action is based;
5. Notice that the employee is entitled to an opportunity to respond to the charges orally or in writing, or both, personally or by or with a representative, which may be an attorney, at the response meeting with the designated management representative; and
6. A recommended date and time for the response meeting with the designated management representative during which the employee and/or his/her representative shall have the opportunity to refute the charges or present facts which may not be known to management.

- E. **Time Limits:** Time limits specified throughout this Article are mandatory and shall be strictly observed. Time limits may only be modified by mutual written agreement of the parties.
- F. **Exclusive Procedure:** This procedure shall be the exclusive procedure for taking disciplinary actions and appealing disciplinary actions against regular permanent employees, and supersedes the procedures in the District's Personnel Policy.

G. **Appeal from Minor Disciplinary Action:**

1. **Appeal from a Written Reprimand:** An employee receiving a written reprimand may, within eight (8) days of receipt of the written reprimand, appeal such action to the APCO (or his/her designee) in writing or by personal interview. Any written response provided by the employee shall be included in the employee's personnel file. Within eight (8) days following receipt of a written response or personal interview with the employee and/or his/her representative, the APCO shall respond to the employee in writing by either granting or denying the appeal. If it is determined on appeal that the written reprimand is unwarranted, all written materials related to the reprimand shall be removed from the employee's official personnel file maintained by the District. If the reprimand is upheld, the APCO's written determination shall be included in the employee's personnel file along with all other documents related to the reprimand. The APCO's response shall be final and binding and no other level of appeal shall be permitted.

H. **Appeal from Severe Disciplinary Action:**

1. **Notice of Proposed Discipline:** The employee shall be advised in writing of the proposed disciplinary action when such action may result in demotion, suspension without pay, or discharge. The written notice shall contain a date and time for a response meeting with the APCO or his/her designated representative, which shall not be less than (5) days nor more than eight (8) days from the date of receipt of the notice of proposed action.
2. **Response Meeting:** An employee's opportunity to respond to the APCO, or his/her designated representative, is not intended to be an adversarial hearing. However, the employee may present witnesses in support of his/her opposition to the proposed demotion, suspension or discharge. The limited nature of this response does not obviate the District's right to initiate further investigation if the employee presents information that contradicts what is contained in the notice of proposed disciplinary action. If new information related to new/revised charges or recommendations are introduced, or if a theory constituting a new ground or occurrence as basis for discipline is alleged, the employee shall be entitled to a reasonable continuance to copy materials and to respond to these new matters.

Within seven (7) days of the conclusion of the response meeting or receipt of written response, the APCO shall issue an order taking, amending, or determining not to take the action, and shall give written notice to the employee, which shall include:

- a. The basis for the order;
 - b. Charges upheld;
 - c. Effective date of the imposed discipline;
 - d. List of items upon which action is based; and
 - e. Notice of the employee's right to appeal, within ten (10) days of the APCO's order.
3. **Appeal of APCO's Decision:**
 - a. Notice of Appeal: If the employee has requested and attended a response meeting, as set forth in paragraph 2 above, the employee shall have the right to appeal the appointing authority's disciplinary action to an Arbitrator by providing the APCO with a written notice of appeal within ten (10) days of the APCO's order. The filing of an appeal from the APCO's decision shall not stay the effective date of the order of disciplinary action. The failure to serve the notice of appeal within the prescribed time shall be deemed a waiver of the right to

hearing and the order of disciplinary action shall be final. Failure to appeal the APCO's decision constitutes a failure to exhaust available administrative remedies.

The notice of appeal shall include:

- 1) The specific grounds for appeal; and
- 2) Copies of any materials or references to materials upon which the appeal is based.

- b. Selection of Arbitrator: Within ten (10) days of receiving a notice of appeal, the APCO shall request a list of seven (7) arbitrators experienced in hearing public sector labor matters from the State Mediation and Conciliation Service. Once the list is received, the District and employee or employee's representative, shall promptly select the arbitrator by alternate striking of names from the list. The employee shall have the right to strike the first name. Upon selection of the arbitrator, the APCO shall contact the selected arbitrator and obtain his/her available dates. The first available date permitted by the parties' schedules shall be selected for the hearing. A confirming letter shall be sent by the APCO, no later than five (5) days prior to the selected date, indicating the date, location and time for the hearing.
- c. Hearing: The hearing may be conducted in a manner most conducive to determinations of the truth. The arbitrator shall operate under the Voluntary Labor Arbitration Rules of the American Arbitration Association, unless such rules are deemed to be in conflict with this Article, or the parties and the arbitrator have agreed to revise the rules for the proceeding.

Each party shall have the right to be represented by legal counsel or other person of his/her choice; to call and examine witnesses on any matter relevant to the issues; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues (even as to those matters which may not have been covered by direct examination); to impeach any witness; and to rebut the evidence against him/her. If the appellant does not testify on his/her own behalf, he/she may be called as a witness and examined as if under cross-examination. The arbitrator shall swear in all witnesses called to testify in a manner deemed appropriate under the circumstances.

Within thirty (30) days of the conclusion of the hearing, or upon submission of the briefs of each party (if applicable), the arbitrator shall render a written decision and/or order determining whether to sustain, reject or modify the disciplinary action. Any decision and/or order by the arbitrator shall be final and binding on the employee, Association and the District.

- d. Jurisdiction of the Arbitrator: The arbitrator shall only have jurisdiction and authority to issue an opinion and award on an appeal from severe disciplinary actions. The arbitrator shall have no authority to add to or detract from, alter, amend or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The arbitrator shall not hear or decide more than one (1) appeal without the mutual consent of the District and the Association.
- e. Costs: Mutually incurred costs for the hearing, including arbitrator fees, mutually requested transcripts and court reporter fees, shall be divided equally between the District and the Association. The hearing will not be set until the Association makes payment to the arbitrator.

ARTICLE XVII NO STRIKES OR WORK STOPPAGES

- A. **No Strikes:** During the term of this Agreement, neither the Association nor its agents, nor any employees individually or collectively, shall call, sanction, support or participate in any strike, work stoppage, picketing, sitdown, slowdown, or any refusal to enter the District's premises, or any other interference with any of the District's services of operations, or with the movement or transportation of persons or goods to or from the District's premises.

The prohibitions of this Section shall apply whether or not: (1) the dispute giving rise to the conduct prohibited in the preceding paragraph is subject to any dispute resolution procedure provided under this Agreement; (2) such conduct is in support of or in sympathy with a work stoppage or picketing conducted by the Association, any other labor organization, or any other group of employees; or (3) such conduct is for any other reason, including but not limited to protest of an alleged violation of any state or federal law, political protest, civil rights protest, consumer protest, or environmental protest.

If any conduct prohibited by this Section occurs, the Association shall immediately endeavor to terminate such conduct. If the Association makes such effort to terminate, and does not in any way encourage any of the activities prohibited by this Section, the Association will not be liable for damages to the District caused by such activities.

- B. **Discipline:** Any employee who participates in any activity prohibited by Section A of this Article shall be subject to discharge or such other discipline as the District in its sole discretion shall determine without recourse to the grievance procedure, provided that the employee shall have recourse to the grievance procedure as the sole question of whether or not the employee participated in any of such prohibited activities. If such participation occurred, the discharge or discipline imposed by the District cannot be altered by the person hearing the grievance.

ARTICLE XVIII LAYOFFS

The District may lay off an employee because of lack of work, lack of funds, reduction in the number of positions, material change in duties or organization, or causes outside the District's direct control without the filing of disciplinary charges and without granting the employee the right of appeal except as outlined in this Article. Layoffs will be determined within the District as a whole. In the event of a layoff, the APCO shall designate the class, number of positions to be eliminated, and the layoff date.

- A. **Order of Layoffs:** Layoffs shall occur within a job classification in reverse order considering total time worked, excluding additional hours and overtime, and type of appointment, with the least senior employee in each classification being the first laid off. Total actual time worked for the purposes of layoff shall be work performed in the class or alternatively-staffed series for the District and shall exclude leave without pay and time worked in a temporary status. Those with the least amount of service shall be laid off first.

The order of layoff within the District shall be as follows:

1. Extra-help employees
2. Provisional employees
3. Temporary employees

4. Probationary employees

5. Regular employees

If the seniority of two or more employees in the affected classification is identical, the tie shall be broken in favor of the employee who has the greatest length of time employed by the District. If both of the above are equal, the tie shall be broken in favor of the employee who has the highest performance rating. If all the above are equal, the tie shall be broken by lot.

- B. **Special Circumstances:** In unique situations, the District will consider performance and the skills of individual employees in making a determination as to which employees shall be subject to layoff. Employees assigned to a position on the basis of highly specialized qualifications may be exempt from the layoff list for their classification where those skills are necessary to continue the level of service rendered by the District program.

The layoff provisions of this Section shall not be deemed to create a property interest for the employee.

- C. **Notice of Layoff:** Written notice of layoff shall be served on affected employees in person or by certified mail with return receipt requested to the last address on file with the District. Notice shall be served or mailed at least twenty-one (21) calendar days prior to the effective date of layoff and shall be deemed to have included all notice requirements for layoff. Notice shall be deemed served upon personal delivery, upon return of a delivery receipt or receipt showing attempted delivery.

The notice shall state: (1) the last day to be worked by the employee, (2) the reason for the layoff, (3) displacement rights, (4) preferential rehire rights, and (5) limited hearing procedures.

- D. **Displacement Procedures:** Subject to the provisions of Sections A and B of this Article, an employee who receives notice of layoff may displace an employee in the same classification, an employee holding a lower classification in the laid off employee's current series, or an employee in a position previously held by the laid off employee provided that:

1. The employee to be laid off has more District-wide seniority than the employee to be displaced or has priority as specified in Section A of this Article;
2. The employee is willing to accept reduced compensation;
3. The employee meets the minimum qualifications for the lower class; and
4. The employee requests displacement action in writing to the APCO within five (5) calendar days after receipt of the notification of layoff under this Article.

The foregoing notwithstanding, part-time employees may not displace full-time employees. A displaced employee shall be laid off in the same manner as an employee whose position has been abolished.

- E. **Transfers to Vacant Positions:** The APCO shall make an effort to transfer any employee who is to be affected by a layoff to another vacant position within the District for which such employee may qualify.

F. Preferential Rehire Rights:

1. For a period of twelve (12) months, the names of employees who were laid off and/or reduced in class, or displaced, shall be placed on a re-employment list for their class at the time of layoff in the order of seniority and priority set forth in Section A of this Article. Any vacancy occurring in the class in which the employee has been laid off shall be filled by a person on preferential rehire status for that class, provided that person is qualified and available for the position.
2. A permanent or probationary employee who has been laid off may request that his/her name be placed on the re-employment list for a lower class in the current series also for a period of twelve (12) months.
3. A permanent or probationary employee who has been laid off may request that his/her name be placed on the re-employment list for a classification he/she previously held, provided such classification was held within four (4) years prior to the date of layoff.
4. Employees who have been laid off shall remain on preferential rehire status for a period of twelve (12) months after the layoff date.
5. Preferential rehire status shall not be revoked; however, active placement efforts for a person on preferential rehire status may be suspended if the person indicates unavailability, if attempts to reach the individual are unsuccessful, or if the person declines three (3) job offers. Active efforts shall be resumed if the person later indicates availability in the twelve (12) month preferential rehire period.
6. When a person is re-employed from preferential rehire status, the employee shall be entitled to accrued sick leave and annual leave at the same rate at which accrued prior to layoff. The status of the employee in relation to the probationary period, merit salary increases, and seniority shall be the same as at the time of layoff. Any unused unpaid sick leave shall be reinstated.
7. An individual on preferential rehire status may accept an extra-help appointment or an appointment to a temporary position and not lose preferential rehire status.

G. Limited Hearing:

1. A regular permanent employee who receives a notice of layoff, pursuant to Section A of this Article, shall be entitled to request a hearing before the APCO or his/her designee, prior to the effective date of the layoff. Such a request shall be made within five (5) calendar days after the service of the notice of layoff. Failure to make such request shall waive the right to a hearing. At such hearing, the employee may only challenge the determination of seniority, displacement rights, and whether the procedure set forth in this Section was materially complied with. The employee shall have the right to be represented by a representative of his/her choosing, to present evidence, and to cross-examine any witnesses. Following the hearing, the APCO shall issue an order affirming or revoking the layoff of the employee. Unless the APCO orders the revocation of the notice of layoff, the employee shall be laid off on the date set forth in the notice. If, after a timely request, a hearing is not held prior to the effective date of the layoff as set forth in the notice, the effective date of the layoff shall be deemed to have been extended until after the hearing and the issuance of the APCO's order.

2. A regular permanent employee who receives a notice of layoff, pursuant to Section B of this Article, shall be entitled to request a hearing before the Personnel Committee of the District Board of Directors, prior to the effective date of the layoff. Such a request shall be made within seven (7) calendar days after the service of the notice of layoff. Failure to make such request shall waive the right to a hearing. At such hearing, the employee may only challenge the determination of displacement rights, whether the District justifiably enacted the use of Section B of the Article, and whether the procedure set forth in this Section was materially complied with. The employee shall have the right to be represented by a representative of his/her choosing, to present evidence, and to cross-examine any witnesses. Following the hearing, the Personnel Committee of the Board of Directors shall issue an order affirming or revoking the layoff of the employee. Unless the Personnel Committee of the Board of Directors orders the revocation of the notice of layoff, the employee shall be laid off on the date set forth in the notice. If, after a timely request, a hearing is not held prior to the effective date of the layoff as set forth in the notice of layoff, the effective date of the layoff shall be deemed to have been extended until after the hearing and the issuance of the order by the Personnel Committee of the Board of Directors.

ARTICLE XIX FURLOUGHs

The District reserves the right to temporarily furlough employees in case of financial hardship as determined by the Board.

- A. Furloughs are not layoffs and will not be subject to the layoff provisions of this Agreement or the District's Personnel Policy. To the extent possible, reduction in pay as a result of furloughs shall be spread over the remainder of the fiscal year to minimize the impact of any given pay period.
- B. The parties agree that "furloughs" shall not be used as a means of employee discipline.
- C. Except in an emergency, the District shall notify employees at least thirty (30) days in advance of the first furlough day and at least thirty (30) days in advance of any changes to an existing furlough resulting in increased furlough hours.
- D. Furlough days shall be considered time in paid status for the purposes of: accrual of benefits; eligibility for holidays, sick and annual leaves; health and welfare benefits; service time toward merit increases; completion of probation; and seniority for the purposes of layoff. Furlough days shall not be considered as calendar days for purposes of satisfying administrative or contract provisions.
- E. If the APCO determines that a voluntary furlough is needed, the District shall make available voluntary furloughs to those employees choosing to reduce work days, prior to the implementation of a mandatory furlough. Employees who agree to a voluntary furlough may request that voluntary furlough hours be credited to a mandatory furlough, in the event that the Board of Directors approves a mandatory furlough at a later date within the same fiscal year.
- F. Before a decision to mandatorily furlough employees is recommended to the Board of Directors, the APCO or his/her designee shall meet-and-confer with staff to review budget information used to justify the furlough.

ARTICLE XX FULL UNDERSTANDING, INTERIM BARGAINING, MODIFICATION, WAIVER AND SUPERSESSION

- A. **Full Understanding:** It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining; therefore, any other prior or existing understanding or Agreement by the parties, whether formal or informal, written or unwritten, regarding such matters is hereby superseded or terminated in their entirety.
- B. **Interim Bargaining:** It is agreed and understood that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to bargaining. Except with respect solely to agreements outlined in Article VII or specified below, all understandings and agreements arrived at after the exercise of that right are set forth in this Agreement.
- C. **Modification:** Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this Agreement, and if required, approved and implemented by the District's Board of Directors.
- D. **Waiver:** 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 its terms and provisions. Regarding matters not covered by this Agreement, the Association agrees that it has specifically waived any further right to bargain during the term of this Agreement on any subject discussed in bargaining or listed in Article IV of this Agreement.
- E. **Supersession:** This Agreement shall supersede any documents unilaterally adopted by the District where conflicts exist regarding a subject covered herein.

ARTICLE XXI SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE XXII

TERM OF AGREEMENT

The District and the Association agree that the term of this Agreement shall commence on January 1, 2024 and expire on December 31, 2026. Unless otherwise noted herein, any changes caused by the approval of this Agreement shall be prospective and implemented as of January 1, 2024.

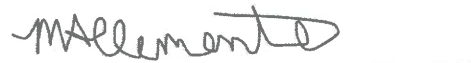
FOR THE DISTRICT:




GRETCHEN BENNITT
Executive Director/APCO



PAUL ANDREW HENSLEIGH
Deputy Air Pollution Control Officer



MURIEL CLEMENTE
Administrative Services Manager


Gage Dungy (Dec 19, 2023 09:51 PST)

GAGE DUNGY
Chief Negotiator

FOR THE ASSOCIATION:



STEPHANIE HOLLIDAY
President



KENNY DOSS
Vice-President



GRANT SETZLER
Secretary



HERNAN LOPEZ-AGUILAR
Treasurer



MIKE BREUNING
Association Representative











Agreement No. 23-53 YSAQMDEA MOU 2024 - 2026

Final Audit Report

2023-12-19

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By:	Denise Almaguer (dalmaguer@ysaqmd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnpzWnCMrNALhX_v5vBKwOSW8JqcP7Ajm

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Signer gdungy@boutinjones.com entered name at signing as Gage Dungy

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✔ Agreement completed.
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ATTACHMENT A

List of Classifications Covered by this Agreement

Administrative Clerk
Administrative Analyst
Administrative Analyst – Senior
Administrative Assistant
Administrative Technician/Accounting
Air Monitoring Technician I/II
Air Quality Technician
Assistant/Associate Air Quality Engineer
Assistant/Associate Air Quality Planner
Assistant/Associate Air Quality Specialist
Public Information Officer
Public Outreach Coordinator
Senior Air Quality Engineer
Senior Air Quality Specialist