

# Memorandum of Understanding (MOU)



Midpeninsula Regional  
Open Space District

and

Midpeninsula Regional  
Open Space District Field  
Employees Association



July 1, 2021 – June 30, 2024

**MOU**  
**July 1, 2021 to June 30, 2024**

---

<b>TABLE OF CONTENTS</b>	<b>1</b>
<b>ARTICLE 1- PREAMBLE.....</b>	<b>1</b>
<b>ARTICLE 2 - ASSOCIATION RECOGNITION/SECURITY .....</b>	<b>1</b>
SECTION 2.1 - RECOGNITION.....	1
SECTION 2.2 - ASSOCIATION SECURITY .....	1
A. New Hires .....	1
SECTION 2.3 - NOTICE OF CHANGES.....	1
SECTION 2.4 - FEA REPRESENTATIVE/RELEASE TIME .....	1
SECTION 2.5 - ASSOCIATION NOTICES AND ACTIVITIES .....	2
A. Bulletin Boards.....	2
B. Communication.....	2
C. Visit by Field Representative .....	2
D. Board Meeting Agendas.....	2
E. Flex Schedule to Attend Board Meetings.....	2
SECTION 2.6 - HOLD HARMLESS .....	2
SECTION 2.7 - SAFETY COMMITTEE .....	2
<b>ARTICLE 3 - NO DISCRIMINATION.....</b>	<b>3</b>
<b>ARTICLE 4 - DISTRICT RIGHTS .....</b>	<b>3</b>
<b>ARTICLE 5 - SCHEDULES, OVERTIME AND CALL-BACK TIME .....</b>	<b>3</b>
SECTION 5.1 - OVERTIME.....	3
A. Work Period .....	3
B. Overtime.....	3
C. Compensatory Time Off.....	4
SECTION 5.2 - CALL-BACK TIME .....	4
A. Rest Breaks .....	4
B. Meal Period .....	4
C. Minimum Call-Back.....	4
SECTION 5.3 - ALTERNATE WORK SCHEDULES.....	4
A. 9/80 Maintenance Schedule .....	5
B. 4/10 Maintenance Schedule .....	5
SECTION 5.4 - PAID MEAL PERIODS .....	5
<b>ARTICLE 6 - WORKERS' COMPENSATION/ DISABILITY COVERAGE/MODIFIED DUTY .....</b>	<b>5</b>
SECTION 6.1 - INDUSTRIAL INJURY/WORKERS' COMPENSATION BENEFITS .....	5
SECTION 6.2 - MODIFIED DUTY.....	6
<b>ARTICLE 7 - COMPENSATION AND BENEFITS .....</b>	<b>6</b>
SECTION 7.1 - COMPENSATION .....	6
SECTION 7.2 - BENEFITS .....	6
A. Medical Insurance .....	6
B. Cafeteria Plan.....	7
C. Dental Insurance.....	8
D. Vision Care .....	8
E. Basic Life Insurance and Accidental Death and Dismemberment (AD&D).....	8
F. Optional Supplemental Life Insurance Benefits.....	9
G. Part-Time Employees.....	9
H. State Disability Insurance (SDI) .....	9
I. Employee Assistance Program (EAP).....	9
J. Long-Term Disability Plan (LTD) .....	9
K. Retirement.....	9
L. Dependent Care and Medical Expense Reimbursement.....	9
M. Retiree Medical Coverage.....	9
SECTION 7.3 - PROMOTIONAL COMPENSATION .....	10
SECTION 7.4 - ACTING APPOINTMENTS.....	10
SECTION 7.5 - NIGHT-SHIFT DIFFERENTIAL .....	10
SECTION 7.6 - SPLIT-SHIFT DIFFERENTIAL .....	10
SECTION 7.7 - SHIFT CHANGE DIFFERENTIAL .....	10
SECTION 7.8 - PAYCHECKS AND DIRECT DEPOSITS .....	11

**MOU**  
**July 1, 2021 to June 30, 2024**

---

SECTION 7.9 - COMMERCIAL DRIVER’S LICENSE DIFFERENTIAL FOR OPEN SPACE TECHNICIAN AND LEAD OPEN SPACE TECHNICIAN .....	11
SECTION 7.10 – CERTIFIED ARBORIST .....	11
SECTION 7.11 - TRAINER.....	11
SECTION 7.12 - LONGEVITY PAY PROGRAM .....	11
SECTION 7.13 – BIOLOGICAL MONITOR.....	12
SECTION 7.14 – FIRE PROGRAM.....	12
<b>ARTICLE 8 - EVALUATIONS AND MERIT PAY .....</b>	<b>12</b>
SECTION 8.1 - GENERAL EVALUATION PROCEDURES.....	12
SECTION 8.2 - SCHEDULE OF EVALUATIONS.....	12
A. Probationary Employees .....	12
B. Regular Employees .....	13
SECTION 8.3 – ANNUAL PERFORMANCE EVALUATIONS FOR REGULAR EMPLOYEES: .....	14
OVERALL RATINGS/MERIT INCREASES.....	14
A. Meets Standard.....	14
B. Below Standard.....	14
SECTION 8.4 - APPEAL PROCEDURE.....	14
SECTION 8.5 - REMEDIATION PROCESS .....	15
<b>ARTICLE 9 - UNIFORMS .....</b>	<b>15</b>
SECTION 9.1 - NEW HIRES .....	15
SECTION 9.2 - ALLOWANCE AMOUNT AND USE.....	15
SECTION 9.3 - ELIGIBILITY/PRORATING.....	16
SECTION 9.4 - PROVIDED ITEMS (NO COST).....	16
SECTION 9.5 - BOOTS, COVERALLS, RAINCOATS, RAINPANTS .....	16
SECTION 9.6 - BOOT REPLACEMENT .....	16
SECTION 9.7- UNIFORM COMMITTEE .....	16
SECTION 9.8 - INITIAL REGULAR UNIFORM ITEMS PROVIDED NEW EMPLOYEES .....	17
<b>ARTICLE 10 - VACATION .....</b>	<b>17</b>
SECTION 10.1 - ACCRUAL RATES.....	17
SECTION 10.2 - ACCRUAL LIMITS .....	17
SECTION 10.3 - USAGE.....	17
A. Increments.....	17
B. Scheduling.....	18
SECTION 10.4 – ANNUAL VACATION CASH-OUT .....	18
SECTION 10.5 - CASH-OUT UPON TERMINATION .....	18
<b>ARTICLE 11 - HOLIDAYS AND PERSONAL LEAVE .....</b>	<b>19</b>
SECTION 11.1 - HOLIDAYS .....	19
A. Calendar .....	19
B. Eligibility .....	19
C. Observance.....	19
D. Pro-rating .....	19
E. Holidays During Vacation.....	19
F. Holiday Falls on Day Off.....	20
G. Work On Holiday - Compensation.....	20
H. Holiday Bank .....	20
SECTION 11.2 - PERSONAL LEAVE .....	21
A. Amount.....	21
B. Maximum Accruals .....	21
C. Pro-rating .....	21
D. Notification and Scheduling.....	21
E. Increments.....	21
<b>ARTICLE 12 - LEAVES OF ABSENCE WITH PAY .....</b>	<b>21</b>
SECTION 12.1 - SICK LEAVE .....	21
A. Accrual .....	21
B. Usage.....	22

**MOU**  
**July 1, 2021 to June 30, 2024**

---

C.	Reporting.....	22
D.	Ill on Holiday .....	23
E.	Ill on Vacation.....	23
F.	Integration .....	23
G.	Physician Statement .....	23
H.	Exhaustion of Sick Leave.....	23
I.	Sick Leave Conversion Program.....	24
J.	Abuse of Sick Leave .....	24
K.	Performance Evaluation Standard.....	24
SECTION 12.2 -	BEREAVEMENT LEAVE.....	24
SECTION 12.3 -	WITNESS OR JURY DUTY LEAVE .....	24
SECTION 12.4 -	MILITARY LEAVE.....	25
SECTION 12.5 -	CATASTROPHIC LEAVE.....	25
SECTION 12.6 -	ADMINISTRATIVE LEAVE .....	25
<b>ARTICLE 13 -</b>	<b>FAMILY MEDICAL LEAVES AND LEAVES WITHOUT PAY .....</b>	<b>25</b>
SECTION 13.1 -	GENERAL LEAVE.....	25
A.	Duration .....	25
B.	Request.....	25
C.	Benefit Premiums.....	25
D.	Adjustment of Anniversary Date/Vacation Accrual/Seniority .....	25
<b>ARTICLE 14 -</b>	<b>TUITION REIMBURSEMENT .....</b>	<b>26</b>
SECTION 14.1 -	PREAMBLE .....	26
SECTION 14.2 -	APPROVAL .....	26
SECTION 14.3 -	REIMBURSEMENT .....	26
<b>ARTICLE 15 -</b>	<b>GRIEVANCE PROCEDURE .....</b>	<b>26</b>
SECTION 15.1 -	DEFINITIONS .....	26
SECTION 15.2 -	GENERAL PROCEDURES.....	27
SECTION 15.3 -	STEP I.....	27
SECTION 15.4 -	STEP II .....	28
SECTION 15.5 -	STEP III.....	28
SECTION 15.6 -	STEP IV.....	28
SECTION 15.7 -	STEP V .....	29
<b>ARTICLE 16 -</b>	<b>LAYOFFS .....</b>	<b>29</b>
SECTION 16.1 -	SENIORITY DEFINED.....	29
SECTION 16.2 -	CONSIDERATION OF LAYOFF - NOTICE TO ASSOCIATION .....	30
SECTION 16.3 -	ORDER OF LAYOFF.....	30
SECTION 16.4 -	NOTICE TO EMPLOYEES.....	30
SECTION 16.5 -	ALTERNATIVES TO LAYOFF.....	30
A.	Claim Vacancies.....	30
B.	Displacement.....	30
C.	Rate of Pay .....	30
SECTION 16.6 -	RE-EMPLOYMENT LISTS .....	30
SECTION 16.7 -	RIGHTS RESTORED .....	31
<b>ARTICLE 17 -</b>	<b>DISCIPLINARY PROCEDURE .....</b>	<b>31</b>
SECTION 17.1 -	PREAMBLE .....	31
SECTION 17.2 -	PRINCIPLES AND PROCEDURES.....	31
SECTION 17.3 -	GROUND FOR DISCIPLINE.....	31
SECTION 17.4 -	WARNING TYPES OF DISCIPLINE.....	32
A.	Oral Warning.....	32
B.	Written Warning.....	32
C.	Reprimand.....	32
SECTION 17.5 -	PROPERTY LOSS DISCIPLINE .....	33
A.	Suspension .....	33
B.	Demotion.....	33
C.	Discharge .....	33

**MOU**  
**July 1, 2021 to June 30, 2024**

---

SECTION 17.6 - APPEAL ..... 33

SECTION 17.7 - NOTICE OF INVESTIGATION ..... 34

SECTION 17.8 - NOTICE OF INTENT TO IMPOSE DISCIPLINE ..... 34

SECTION 17.9 - ELECTRONIC RECORDING..... 34

**ARTICLE 18 - PROBATIONARY PERIOD.....34**

    SECTION 18.1 - LENGTH OF PROBATION..... 34

        A. Initial Hires ..... 34

        B. Promotional Appointments ..... 35

    SECTION 18.2 - EXTENSION OF PROBATION..... 35

    SECTION 18.3 - REJECTION FROM ORIGINAL PROBATION ..... 35

    SECTION 18.4 - REJECTION FROM PROMOTIONAL PROBATION ..... 35

**ARTICLE 19 - CONTRACTING OUT.....35**

**ARTICLE 20 - NO STRIKES/LOCKOUTS.....35**

**ARTICLE 21 - EFFECT OF AGREEMENT .....36**

**ARTICLE 22 - SAVINGS CLAUSE .....36**

**ARTICLE 23 - TERM OF AGREEMENT .....37**

**SIGNATURE PAGE .....37**

**APPENDIX A - DISTRICT SALARY RANGES EFFECTIVE 7/12/2021 ..... I**

**MOU**  
**July 1, 2021 to June 30, 2024**

---

**ARTICLE 1- PREAMBLE**

This Memorandum of Understanding (hereinafter, "Agreement" or "MOU") is entered into by the Midpeninsula Regional Open Space District, a public agency, (hereinafter, "District") and the Midpeninsula Regional Open Space District Field Employees Association (hereinafter, "FEA"). This Memorandum of Understanding incorporates by this reference all appendices attached.

**ARTICLE 2 - ASSOCIATION RECOGNITION/SECURITY**

**SECTION 2.1 - RECOGNITION**

The Midpeninsula Regional Open Space District recognizes the Midpeninsula Regional Open Space District Field Employees Association as the exclusive bargaining representative for all employees in the classifications of Lead Open Space Technician, Open Space Technician, Equipment Mechanic Operator, Volunteer Program Lead, Farm Maintenance Worker, Facilities Maintenance Specialist, and any other classification that the District adds to the bargaining unit. Existing job classifications may be retitled, but are nonetheless represented by the bargaining unit unless expressly removed by the District.

**SECTION 2.2 - ASSOCIATION SECURITY**

**A. New Hires**

When a person is hired in any of the covered job classifications, the District shall notify that person that the FEA is the recognized bargaining representative for the employee's representation unit and give the employee a current copy of the MOU. Once the FEA notifies the District of the bi-weekly dues amount, that amount will remain the same and may only be changed once annually thereafter.

**SECTION 2.3 - NOTICE OF CHANGES**

The FEA shall be informed reasonably in advance in writing by the District before any proposed changes not covered by this Agreement are made in benefits, working conditions or other terms and conditions of employment which require negotiations under applicable labor relations law.

**SECTION 2.4 - FEA REPRESENTATIVE/RELEASE TIME**

The FEA shall notify the District of the names of FEA Board Officers within ten (10) working days of the final election results.

The bargaining unit will receive reasonable amounts of release time, with forty eight (48) hours' prior notification to and approval from the Department Manager and notification to their Supervisor and Human Resources Manager, from their duties, with no loss of pay or benefits. The FEA and District will make every effort to schedule meetings at times, dates, and locations that would minimize any adverse impact on District operations.

Up to four (4) FEA Representatives may be released for purposes of collective bargaining for a new labor agreement.

Up to three (3) FEA Representatives may be released for purposes of negotiating over any other matter within the scope of representation that requires negotiation.

The number of employees released for handling grievances or disciplines shall not exceed one (1) at any time.

**MOU**  
**July 1, 2021 to June 30, 2024**

---

**SECTION 2.5 - ASSOCIATION NOTICES AND ACTIVITIES**

**A. Bulletin Boards**

The District agrees to provide bulletin board space for FEA notices at all field offices. If the FEA posts any material which the District deems inappropriate, the FEA agrees to meet to discuss the challenged material within 48 hours (excluding holidays and weekends) of notice from the District. All material posted shall conform to District policies and procedures regarding obscenity and the District's Prohibition Against Discrimination, Harassment and Retaliation Policy, as well as applicable Federal and California laws. The Human Resources Manager or their designee reserves the right to remove any material posted in violation of this section, if the FEA refuses to remove the material on its own.

**B. Communication**

The FEA may distribute information and material to and receive information and material from employees through normal channels. For purposes of this Section, normal channels shall mean the District's inter office mail , e-mail, facsimile machine and telephone.

**C. Visit by Field Representative**

The FEA Labor Representative may have access to unit employees at any field office. The Labor Representative shall be allowed reasonable contact with employees, provided such contact does not interfere with employees' work. Pre-arrangement for contact with unit members shall be made with the Department Manager.

**D. Board Meeting Agendas**

The District shall provide the FEA with agendas and packet materials for Regular and Special Meetings of the Board of Directors at no charge. The District shall also provide the FEA with agendas for the Board of Directors Legislative, Finance, and Public Affairs committee meetings. Agendas shall be e-mailed to the FEA's designated representative prior to the respective Board meetings.

**E. Flex Schedule to Attend Board Meetings**

The District agrees, with at least 48 hours prior notice, to allow flex scheduling for one member of the unit, without impact to work duties and responsibilities, to attend public Board meetings of the Midpeninsula Regional Open Space District, (including public standing committee meetings), which are scheduled during an interested employee's regularly scheduled work hours, as long as minimum staffing requirements are met. The FEA agrees that the District will not pay any split shift differentials that result from flex scheduling under this provision.

**SECTION 2.6 - HOLD HARMLESS**

The FEA hereby agrees to defend, indemnify, and hold harmless the District and its Board, officers and employees from any claim, loss, liability, or cause of action of any nature whatsoever arising out of operation of this Article.

**SECTION 2.7 - SAFETY COMMITTEE**

The bargaining unit shall choose two (2) field staff representatives for the District safety committee. The representatives shall come from the bargaining unit at large, except one (1) shall come from each geographical area.

**MOU**  
**July 1, 2021 to June 30, 2024**

---

**ARTICLE 3 - NO DISCRIMINATION**

All employees must comply with the District's Prohibition Against Discrimination, Harassment and Retaliation Policy and applicable Federal and California laws.

**ARTICLE 4 - DISTRICT RIGHTS**

Except as expressly limited by this Agreement, and as thereafter amended or modified, it is understood and agreed by the FEA that the District retains all of its powers to direct, manage and control the affairs of the District to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish District policies, goals and objectives; maintain the efficiency of District operations; acquire District property; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and contract out work. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

**ARTICLE 5 - SCHEDULES, OVERTIME AND CALL-BACK TIME**

**SECTION 5.1 - OVERTIME**

**A. Work Period**

The work period for employees shall be regular and recurring, commencing at 12:00 a.m. on Monday and ending at 11:59 p.m. on Sunday, unless an alternative work schedule necessitates a different work period to prevent schedules from creating overtime.

Except for emergency or other situations declared by an Area Superintendent, Area Manager or any District Manager, the following shall apply:

Open Space Technicians/Lead Open Space Technicians/Equipment Mechanic-Operators/Farm Maintenance Workers/Volunteer Program Lead/Facilities Maintenance Specialist shall generally be assigned to a work schedule of either a) five (5) days per week, of eight (8) continuous hours each with two (2) consecutive days off or b) an alternate work schedule as defined below in Section 5.3.

**B. Overtime**

Overtime shall be defined as that time authorized and actually worked by an employee in excess of the scheduled workday or in excess of forty (40) hours within the work period, exclusive of a non-paid meal period. Overtime work may be ordered or authorized by a District Manager, Area Superintendent, Area Manager, Capital Projects Field Manager, or the employee's immediate supervisor. Any hours in paid District status will count as "hours worked" for purposes of determining overtime. Employees shall be compensated at the rate of one-and-one-half (1½) times the employee's regular hourly rate of pay for hours worked in excess of the scheduled workday or forty (40) hours in the work period. Overtime above forty (40) hours shall be recorded on the employee's timecard on the day the overtime hours are worked. This Section shall not apply to part-time employees unless the workday exceeds eight (8) hours, or the scheduled workday, whichever is greater.

When additional shift/s are worked on normal days off in a week in which an employee also works on a holiday, overtime shall be paid for the hours worked on the employee's normal days off that are also over 40 hours for the work week. The overtime will be recorded on day/s that the additional



**MOU**  
**July 1, 2021 to June 30, 2024**

---

shifts were worked unless that day is a holiday, in which case they will be recorded on the next day worked that is not a holiday. If the next day is not in the same pay period, it will be recorded on the day before the holiday.

See Section 11.1(G)(3) regarding overtime pay on a holiday.

**C. Compensatory Time Off**

Employees may request compensatory time off (CTO) in lieu of overtime pay. Use of CTO shall be approved in advance by the supervisor. CTO shall be computed at a rate of one and one-half (1½) times the overtime hours worked. The request for CTO shall be made when the employee submits their timecard.

Employees may accumulate up to thirty-three and one-third (33 1/3) hours of extra hours (50 hours of CTO). Once the cap is reached, employees shall be paid for all overtime worked.

Employees may cash out all or a portion of their accumulated CTO at any time. The request must be made in writing and submitted with the employee timecard.

The District may elect to pay probationary employees overtime pay in lieu of CTO accrual for overtime work as a result of training.

**SECTION 5.2 - CALL-BACK TIME**

Employees on call-back time away from their residences are entitled to rest breaks and meal periods as follows:

**A. Rest Breaks**

After two (2) consecutive hours the employee is entitled to a ten (10)-minute paid rest break.

**B. Meal Period**

After four (4) consecutive hours, the employee is entitled to a thirty (30)-minute meal period. The meal period may be paid or unpaid on the same basis as meal periods during the regular shift.

**C. Minimum Call-Back**

Any employee not residing in District housing, called back to work from their residence outside of their regular work hours, will receive a minimum of three (3) hours of call-back time paid at time and one-half (1½) commencing upon arrival at the employee's work station. A total of one (1) hour of commute time, to and from the employee's workstation, shall be provided for and included in the (3) hour minimum call-back time.

Any employee residing in District housing, called back to work from their residence outside of their regular work hours, will receive a minimum of one (1) hour of call-back time paid at time and one-half (1½) commencing upon logging-on to dispatch.

**SECTION 5.3 - ALTERNATE WORK SCHEDULES**

The District will generally make available alternate work schedules in each geographical area, subject to the guidelines below. The District reserves the right to revert to a 5/8 schedule, and to make work period and work schedule adjustments any time up to the start of each workweek to address the business needs of the District, including, but not limited to, unplanned staff shortages, volunteer projects, special events, training, special work assignments, and other project staffing needs.

**MOU**  
**July 1, 2021 to June 30, 2024**

---

**A. 9/80 Maintenance Schedule**

1. The 9/80 schedule will be the regular year-round schedule assigned to all OST/LOST/EMO/VPL/Facilities Maintenance Specialist positions in each geographical area.
2. A 9/80 schedule will normally alternate between a week of five (5) consecutive work days, consisting of one eight (8) hour workday and four nine (9) hour days, followed by three (3) consecutive days off and a week of four (4) consecutive nine (9) hour workdays each, followed by two (2) consecutive days off. The Fair Labor Standards Act work week for the 9/80 schedule begins at the midway point on the day of the week that is opposite the day off. No employee on a 9/80 alternative work schedule is entitled to daily overtime as a result of working the scheduled hours in his or her alternate schedule.

**B. 4/10 Maintenance Schedule**

1. The District may assign employees in OST, LOST, Facilities Maintenance Specialist, VPL and/or EMO positions to a 4/10 work schedule.
2. An employee assigned to a 4/10 schedule will normally work the same days each week followed by three (3) consecutive days-off. No employee on a 4/10 alternative work schedule is entitled to daily overtime as a result of working the hours associated with that schedule.

**SECTION 5.4 - PAID MEAL PERIODS**

Maintenance staff and VPL's who are assigned to work a volunteer project or engaged in emergency response at the request of a supervisor for a minimum of four (4) hours in a workday, inclusive of the employee's normal lunch half hour, shall be entitled to a thirty (30) minute paid meal period.

**ARTICLE 6 - WORKERS' COMPENSATION/ DISABILITY COVERAGE/MODIFIED DUTY**

**SECTION 6.1 - INDUSTRIAL INJURY/WORKERS' COMPENSATION BENEFITS**

If, during the performance of assigned duties, an on-duty employee sustains an on-the-job injury covered by Workers' Compensation, the District shall augment Workers' Compensation, long-term disability, and other benefits in order to provide for full pay for the disabled employee up to a maximum of ninety (90) days in a twelve month period without use of the employee's accrued leave time, except that the employee must use accrued leave time to cover the three (3) day waiting period for Workers' Compensation temporary disability payments, unless the employee is hospitalized as an inpatient or unable to work more than fourteen (14) days.

Employee disability coverage will also apply to follow-up medical appointments that occur during work time as a result of an industrial illness or injury covered by Workers' Compensation. The employee must notify the supervisor of all such medical appointments that occur during work time in the same manner as Section 12.1.C. Sick Leave Reporting.

Employee disability coverage will not be provided if the District offers the employee a modified duty assignment within the employee's medical limitations and the employee declines the modified duty assignment.

**MOU**  
**July 1, 2021 to June 30, 2024**

---

**SECTION 6.2 – MODIFIED DUTY**

In cases of injury or illness, including pregnancy, an employee may return to work for modified duty upon approval of District administration and in consultation with the employee's treating physician. The employee shall receive their regular rate of pay during the modified duty. Approval for modified duty shall be based upon the District's ability to provide work consistent with the employee's qualifications, medical limitations, and the length of time of the limitations. The District may consult a physician in determining the employee's work limitations. If there is disagreement between the employee's doctor and the District's doctor, the District may seek a second opinion from its doctor or seek a third doctor's opinion.

Modified duty requests shall be made to the employee's immediate supervisor with appropriate documentation from the treating physician specifying the nature and duration of the work limitations. The supervisor shall review the request and the documentation for completeness and immediately forward them to the Area Manager or Capital Projects Field Manager. The Area Manager or Capital Projects Field Manager shall then consult with the Human Resources Department and shall determine if appropriate work is available at the employee's workstation before assigning the employee to another workstation. However, employees on modified duty must be willing to accept any modified duty assignment, schedule and/or work location within the District. The decision of the District with respect to modified duty assignments, schedule or work location is final.

The duration of the modified duty assignment is subject to the needs of the District. The provisions of this section are not intended to create any permanent modified duty assignment. If there are more employees who could accept modified duty than there are assignments, and the employees are comparably qualified, preference will go to those injured on the job. The District will make every reasonable effort to accommodate injured employees and offer a modified duty assignment.

**ARTICLE 7 - COMPENSATION AND BENEFITS**

**SECTION 7.1 - COMPENSATION**

The salary adjustments described in this section shall be effective at the beginning of the pay period which includes each specified effective date.

1. Upon ratification and Board approval of this MOU, effective the first full pay period in July 2021:

The Facilities Maintenance Specialist and the Lead Open Space Technician classifications will move up two ranges (approximately 5.0%). After the Facilities Maintenance Specialist and the Lead Open Space Technician classes move the number of ranges cited above, all ranges will be increased by 3.0%.

2. 3.0% increase for all represented employees effective the pay period including July 1, 2022.
3. 3.0% increase for all represented employees effective the pay period including July 1, 2023.

**SECTION 7.2 - BENEFITS**

**A. Medical Insurance**

The District participates in the CalPERS Health Insurance Program, which offers a choice of several medical plans available to District employees. The District will continue to contribute \$380.00\* per month toward the cost of medical insurance for regular, full time employees. (\*See Section 7.2(B), below.)

**MOU**  
**July 1, 2021 to June 30, 2024**

---

**B. Cafeteria Plan**

The District will continue to provide a Section 125 Cafeteria Plan that employees may use to pay for the cost of medical, dental, and vision insurance as well as Dependent Care and Medical Reimbursements on a pretax basis. The District will provide a contribution into the Cafeteria Plan sufficient to pay for dental and vision insurance, plus an additional amount toward medical insurance as described below. The Cafeteria Plan contribution will be adjusted as described below.

1. District contributions for health benefits for calendar year 2021 upon ratification shall be:  
  
Employee Only: \$813.64 per month  
Employee Plus One: \$1,627.28 per month  
Employee Plus Two or More: \$2,115.46 per month
2. District contributions for health benefits for calendar year 2022 shall be:  
  
Employee Only: Kaiser Employee Only monthly premium or up to a 4% increase to the 2021 contribution amount, whichever is less.  
Employee Plus One: Kaiser Employee Plus One monthly premium or up to a 4% increase to the 2021 contribution amount, whichever is less.  
Employee Plus Two or More: Kaiser Employee Plus Two or More monthly premium or up to a 4% increase to the 2021 contribution amount, whichever is less.
3. District contributions for health benefits for calendar year 2023 shall be:  
  
Employee Only: Kaiser Employee Only monthly premium or up to a 4% increase to the 2022 contribution amount, whichever is less.  
Employee Plus One: Kaiser Employee Plus One monthly premium or up to a 4% increase to the 2022 contribution amount, whichever is less.  
Employee Plus Two or More: Kaiser Employee Plus Two or More monthly premium or up to a 4% increase to the 2022 contribution amount, whichever is less.
4. District contributions for health benefits for calendar year 2024 shall be:  
  
Employee Only: Kaiser Employee Only monthly premium or up to a 4% increase to the 2023 contribution amount, whichever is less.  
Employee Plus One: Kaiser Employee Plus One monthly premium or up to a 4% increase to the 2023 contribution amount, whichever is less.  
Employee Plus Two or More: Kaiser Employee Plus Two or More monthly premium or up to a 4% increase to the 2023 contribution amount, whichever is less.
5. Payroll Deductions: If the employee selects a plan with a greater premium cost than the District contribution, the employee will pay the additional premium cost.
6. Cash Back: In the event CalPERS offers a medical insurance plan with lower premiums than the District contribution, an employee selecting such a plan will have contributions remaining in the Cafeteria Plan and may apply the remaining contribution to other qualified benefit costs, or receive the difference in cash.
7. Waiver: If an employee provides evidence (e.g. insurance ID card) that the employee is covered under a non-District medical plan, the employee may elect to waive such coverage through the District. Employees waiving medical coverage will receive contributions

**MOU**  
**July 1, 2021 to June 30, 2024**

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under the Cafeteria Plan equivalent to one-half of the District Employee Only contribution, and may elect to apply such contribution toward other qualified benefit costs or receive the difference in cash.

8. Internal Revenue Code: If the District determines, before or during any Cafeteria Plan year, that the Cafeteria Plan may fail to satisfy any requirements of the Internal Revenue Code for such plan year, the District shall take such action as the District deems appropriate and necessary to ensure that the Cafeteria Plan satisfies the requirements of the IRS Code.

**C. Dental Insurance**

For the term of the Agreement, the District will continue to make available the Delta Dental Plan that is provided to the District as a subgroup of Santa Clara County. The District will provide a similar plan if the Delta Dental Plan becomes unavailable, and will meet and confer with the bargaining unit if such replacement plan is needed.

The District will pay the full premium cost of the dental plan coverage for employees and dependents as a contribution to the Cafeteria Plan.

If an employee is currently covered under a non-District provided dental plan, basically equivalent to that provided by the District, the employee may elect to waive such coverage through the District. An employee who elects to waive dental coverage will receive the cash equivalent of one-half (½) of the dental premium, and may elect to use it for other benefit costs or receive it in cash.

The District agrees to provide same-sex domestic partner coverage in the plan listed above, if the plan allows for the domestic partner's enrollment.

**D. Vision Care**

For the term of the Agreement, the District will continue to make available the Vision Service Plan as provided to the District as a subgroup of Santa Clara County. The District will provide a similar plan if the Vision Service Plan becomes unavailable, and will meet and confer with the bargaining unit if such replacement plan is needed.

The District will pay the full premium cost of the vision plan coverage for employees and dependents as a contribution to the Cafeteria Plan.

An employee may elect to waive vision plan coverage through the District. An employee who elects to waive vision coverage may elect to apply the full amount of the vision plan premium toward other benefit costs or receive it in cash.

The District agrees to provide same-sex domestic partner coverage in the plan listed above, if the plan allows for the domestic partner's enrollment.

**E. Basic Life Insurance and Accidental Death and Dismemberment (AD&D)**

The District agrees to continue to provide basic group term life and AD&D insurance coverage equivalent to two times (2X) the employee's annual salary up to a maximum benefit of \$350,000. Employee life insurance amounts over \$50,000 are subject to annual tax withholding. Note: the two times (2x) the employee's annual salary may be subject to benefit reductions required by the carrier for employees age 70 and older.

**MOU**  
**July 1, 2021 to June 30, 2024**

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The District also agrees to continue to provide a separate group term life insurance benefit in a flat amount of \$25,000.

**F. Optional Supplemental Life Insurance Benefits**

For the term of this Agreement, the District agrees to continue to provide employees the option of electing Supplemental Life Insurance at the employee's cost.

**G. Part-Time Employees**

Medical, dental, vision and basic life insurance benefits for regular part-time (one-half time or greater) employees shall be provided on a pro-rata basis unless greater employer contributions are required by law.

**H. State Disability Insurance (SDI)**

For the term of this Agreement, the District agrees to continue payroll deduction of State Disability Insurance premiums for all employees.

**I. Employee Assistance Program (EAP)**

The District shall enroll all bargaining unit employees in an Employee Assistance Program and shall pay for the full cost of such enrollment.

**J. Long-Term Disability Plan (LTD)**

For the term of the Agreement, the District agrees to continue the current level of benefits of the Long-Term Disability Plan. Employees will pay the premium for this coverage.

**K. Retirement**

The District contracts with the California Public Employees' Retirement System (CalPERS) to provide pension benefits for full-time employees. The pension formula for "classic" employees is the local Miscellaneous 2.5% at age 55 Retirement Plan. Classic employees pay 8% of pensionable salary to pay the employee CalPERS contribution. The Public Employee Pension Reform Act of 2013 (PEPRA) established the pension formula for employees hired on or after January 1, 2013, who meet criteria established by the legislation. The pension formula for "PEPRA" employees is the local Miscellaneous 2.0% at age 62 Retirement Plan. PEPRA employees pay one-half of the normal cost of their pension plan to pay the employee CalPERS contribution.

**L. Dependent Care and Medical Expense Reimbursement**

The District will provide a Dependent Care Plan and Medical Expense Reimbursement Plan in accordance with Internal Revenue Code Section 125. Such plans enable employees to pay for dependent care and unreimbursed medical, dental, or other health care expenses on a pre-tax basis.

**M. Retiree Medical Coverage**

An employee who retires from the District and who begins receiving CalPERS retirement benefits within one hundred twenty (120) days of separation from District employment will be eligible to continue their CalPERS medical plan coverage during retirement. The District will continue to contribute Three Hundred Eighty Dollars (\$380.00) per month toward the cost of such employee's retiree medical plan premium.

**MOU**  
**July 1, 2021 to June 30, 2024**

---

**SECTION 7.3 - PROMOTIONAL COMPENSATION**

An employee promoted to a class having a higher salary range shall be appointed at the beginning of the salary range of the new class or receive an adjustment closest to five (5) percent above the employee's present salary (limited to the top of the new salary range), whichever is greater. In addition, the employee will receive an adjusted merit pay increase (limited to the top of the new salary range) based on the number of months worked since the last annual evaluation in accordance with the following schedule:

<u>Months* Worked Since Last Annual Evaluation</u>	<u>Merit Pay Increase</u>
1 through 6 months	1 step – 2.5 percent
7 through 12 months	2 steps - 5.0 percent

\*Month is equivalent to a calendar month irrespective of how many days are in each month.

**SECTION 7.4 - ACTING APPOINTMENTS**

Employees appointed by the General Manager to act in the capacity of and to perform the work of a higher classification, normally due to a position vacancy or a temporary absence of an employee due to vacation, illness, or short-term leave, shall be paid at least five (5) percent more than their current salary or the minimum salary range assigned to the higher classification, whichever is greater, for a specific period of time designated by the General Manager, as long as the acting appointment exceeds forty (40) consecutive working hours. After the 40-hour threshold, acting pay shall be retroactive to the first day an employee is assigned the higher classification responsibilities. An employee appointed to a supervisory position outside the bargaining unit shall agree to withdraw from any FEA representation function, e.g., steward, while in the acting position.

**SECTION 7.5 - NIGHT-SHIFT DIFFERENTIAL**

Employees shall receive a night-shift differential of Three Dollars (\$3.00) per hour, paid to employees for each hour worked after 2:00 p.m. when at least four (4) hours of an assigned work schedule or additional work approved by a supervisor occurs after 5:00 p.m. and before 6:00 a.m.

**SECTION 7.6 - SPLIT-SHIFT DIFFERENTIAL**

Employees shall receive a differential of Forty Dollars (\$40.00) per workday for each split shift actually worked. Differential pay shall be reserved to split shifts required to be worked by the District, not those requested by the employee.

**SECTION 7.7 - SHIFT CHANGE DIFFERENTIAL**

Non-emergency – if an employee's scheduled shift is cancelled or changed by a supervisor without seventy-two (72) hours' notice, the affected employee shall be paid Thirty Dollars (\$30.00). The shift change differential will be paid on a one-time per continuous days of occurrence. Overtime at the beginning or end of a regularly scheduled shift does not qualify for this shift change differential pay unless the employee was required to attend a training on less than 72 hours' notice.

Emergency – In the event of a "Declaration of an Emergency" by an Area Superintendent, Area Manager, Capital Projects Field Manager, or any District Manager requiring a shift change without twenty four (24) hours prior notice, the affected employee shall be paid Thirty Dollars (\$30.00). The shift change differential will be paid on a one-time per emergency basis.

Notification – the supervisor or manager making the change (non-emergency or emergency) will make every attempt to verbally contact the affected employee in person or by telephone prior to making the shift change. In the event the

**MOU**  
**July 1, 2021 to June 30, 2024**

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employee cannot be verbally reached, the supervisor will leave a voice mail message, text message, and e-mail to the extent possible, of the need for a shift change.

**SECTION 7.8 – PAYCHECKS AND DIRECT DEPOSITS**

Paychecks and paycheck direct deposits will be available to employees no later than 4:00 p.m. on Friday following the end of the pay period. In the event there is a holiday on Friday in which the District and/or banks are closed, the paychecks and paycheck direct deposits will be available no later than 4:00 p.m. on Thursday. Payments and direct deposits to external parties other than employee paychecks, will be submitted not later than 4:00 p.m. the business day following payday. The District will make an attempt to notify employees of any changes to an employee's timecard that affect wages or accrued leave.

**SECTION 7.9 - COMMERCIAL DRIVER'S LICENSE DIFFERENTIAL FOR OPEN SPACE TECHNICIAN AND LEAD OPEN SPACE TECHNICIAN**

Open Space Technicians who possess or acquire a valid Class A or Class B license with tanker endorsement and who are willing to use it as directed by the District will receive a one percent (1%) differential in pay. Lead Open Space Technicians who have a valid Class A license and are willing to use it as directed by the District will receive a one percent (1%) differential in pay. All participants shall be part of the Department of Transportation random drug testing program and requirements.

Employees participating in this program who are not already licensed will be responsible for acquiring their license on their own time and their own expense. However, the District will cover the cost of the required physical and will assist with the behind-the-wheel driving training and practice.

**SECTION 7.10 – CERTIFIED ARBORIST**

An employee who is a Certified Arborist and is assigned to perform arborist duties for which the District requires the opinion of a certified arborist, shall be paid five (5) percent more than their current salary for the time actively evaluating the tree/s. Time spent in training does not qualify for this pay. To qualify as a Certified Arborist an employee must first obtain proper certification and be approved by the Area Manager for the assignment. Utilizing the skills and training as an arborist during regular tree removal or evaluation activities does not constitute an assignment as a Certified Arborist.

**SECTION 7.11 - TRAINER**

A qualified employee serving as a "Medical Trainer" (primarily teaching First Aid, CPR/AED, Blood Borne Pathogens, etc.) or a "competent person" as defined by Cal/OSHA serving as a trainer for Cal/OSHA Trenching and Excavating Safety or Fork Lift Operations, will be paid (5) percent more than their current salary for the time required to prepare and teach the class. Approval for the assignment time shall be made by the Department Manager. The Department Manager may recommend additional trainings for eligibility for approval by the General Manager.

**SECTION 7.12 - LONGEVITY PAY PROGRAM**

A field employee, who has worked for the District for a minimum of ten (10) consecutive years and who has no below standard rating in the employee's performance evaluation for the last year, will be eligible to receive a one percent (1%) lump sum payment of annual salary each year after completion of the annual performance evaluation. This benefit applies to both full-time and part-time District employees. The lump sum payment will not adjust the salary range, will not count toward the calculation of annual salary for the purpose of computing life insurance coverage or long-term disability (LTD) wages, and is not pensionable.



**MOU**  
**July 1, 2021 to June 30, 2024**

---

**SECTION 7.13 – BIOLOGICAL MONITOR**

An employee serving as a “biological monitor” shall be paid five (5%) percent more than their current salary for the time actively performing biological monitoring duties. Approval for acting assignment time shall be made by an Area Manager or Capital Projects Field Manager. Time spent in training does not qualify for acting pay. Training on species identification and how to avoid impacts on species and following direction to monitor and avoid impacts to wildlife and plant species is a part of all represented employee job duties and does not constitute an assignment as a biological monitor.

To qualify as a biological monitor an employee must first be approved by the Natural Resources Manager or designee. To qualify an employee must have academic and professional experience in biological sciences and related resource management activities as it pertains to project work, experience with construction-level biological monitoring, the ability to recognize species that may be present within a project area, and familiarity with the habits and behavior of those species.

**SECTION 7.14 – FIRE PROGRAM**

The District may reopen negotiations during the term of this agreement to negotiate a side letter with the FEA concerning a District Fire Program.

**ARTICLE 8 - EVALUATIONS AND MERIT PAY**

**SECTION 8.1 - GENERAL EVALUATION PROCEDURES**

- A. Evaluations will normally be done one-on-one, between the employee and their immediate supervisor. If the District wants a second supervisor or administrator to take part in a particular evaluation, the employee will have the right to FEA representation during the evaluation.
- B. Employees who have concerns about their evaluation shall have the right to schedule a follow-up meeting, with the immediate supervisor to discuss those concerns. A FEA representative from the bargaining unit may accompany the employee. This meeting is informal and does not constitute an appeal.
- C. The parties agree that any individual rating on an area other than “Meets Standard” requires an entry in the “Comments” section.
- D. Any “Below Standard” rating in any area must be based upon a violation of an established performance evaluation standard or incidents about which the employee was given notice within 10 working days after the supervisor became aware that they occurred. The supervisor will make clear to the employee when a notice pursuant to this section is taking place. An Interim Progress Report and Probationary Performance Evaluation may be utilized as a notice pursuant to this section.

**SECTION 8.2 - SCHEDULE OF EVALUATIONS**

**A. Probationary Employees**

- 1. **12-Month New Hire Probation**  
Newly hired employees shall serve twelve (12) months’ probation and shall receive a Probationary Performance Evaluation from their supervisor at three (3) months of employment, at six (6) months of employment, and at eleven (11) months of employment.

**MOU**  
**July 1, 2021 to June 30, 2024**

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An overall “Meets Standard” evaluation at completion of probation will result in an automatic five-percent increase in pay unless the employee has reached the top of their salary range.

2. **6-Month Promotional Probation**

Promoted employees with a six (6) month probation shall receive a Probationary Performance Evaluation from their supervisor at three (3) months of employment in the promotional position and at five (5) months of employment in the promotional position.

An overall “Meets Standard” evaluation at their annual evaluation 12 months after promotion and completion of probation will result in an automatic five-percent increase in pay unless the employee has reached the top of their salary range.

**B. Regular Employees**

1. **Interim Progress Report**

Regular employees will receive Interim Progress Reports concerning their job performance six (6) months after they have completed initial hire probation and every twelve (12) months thereafter. Interim Progress Reports do not result in merit pay increases. An overall rating of “Below Standard” on an Interim Progress Report will not result in loss of a merit pay increase.

After a promotion, the Interim Progress Report for employees on six (6) month promotional probation will be twelve (12) months after they have completed probation and every twelve (12) months thereafter. After a promotion, the Interim Progress Report for employees on twelve (12) month promotional probation will be six (6) months after they have completed probation and every twelve (12) months thereafter.

2. **Annual Performance Evaluation**

Each year, employees will receive an annual performance evaluation. The evaluative period for annual performance evaluations will start after the completion of initial hire probation and end one year later and every twelve (12) months thereafter. After a promotion, the annual performance evaluation for employees on six (6) month promotional probation will be six (6) months after they have completed probation and every twelve (12) months thereafter. After a promotion, the annual performance evaluation for employees on twelve (12) month promotional probation will be twelve (12) months after they have completed probation and every twelve (12) months thereafter.

Employees should receive their evaluation within two (2) weeks after the end of the evaluation period. Evaluations may not be presented prior to the end of the evaluation period unless the employee will be on leave or on days-off through the end of that evaluation period.

**MOU**  
**July 1, 2021 to June 30, 2024**

---

**SECTION 8.3 – ANNUAL PERFORMANCE EVALUATIONS FOR REGULAR EMPLOYEES:**

**OVERALL RATINGS/MERIT INCREASES**

**A. Meets Standard**

1. **Equipment Mechanic-Operator, Lead Open Space Technician, and Volunteer Program Lead**  
No more than three (3) areas of performance are rated “Below Standard”. A “Meets Standard” rating will result in an automatic five-percent merit increase, until such time as the employee has reached the top of their salary range.
2. **Open Space Technician, Farm Maintenance Worker, and Facilities Maintenance Specialist**  
No more than two (2) areas of performance are rated “Below Standard”. A “Meets Standard” rating will result in an automatic five-percent merit increase, until such time as the employee has reached the top of their salary range.

**B. Below Standard**

1. **Equipment Mechanic-Operator, Lead Open Space Technician, and Volunteer Program Lead**  
More than three (3) areas of performance are rated “Below Standard”. A “Below Standard” rating will result in no merit pay increase, but shall be subject to the Appeal Procedure (Section 8.4 below) and the Remediation Process (Section 8.5 below).
2. **Open Space Technician, Farm Maintenance Worker, and Facilities Maintenance Specialist**  
More than two (2) areas of performance are rated “Below Standard”. A “Below Standard” rating will result in no merit pay increase, but shall be subject to the Appeal Procedure (Section 8.4 below) and the Remediation Process (Section 8.5 below).
3. “Below Standard” ratings in the same area of performance that are consecutive in two (2) Annual Performance Evaluations will result in an Overall Rating of “Below Standard”. Such a “Below Standard” rating will result in no merit pay increase but shall be subject to the Appeal Procedure (Section 8.4 below) and the Remediation Process (Section 8.5 below).

**SECTION 8.4 - APPEAL PROCEDURE**

In the event of an overall “Below Standard” Annual Performance Evaluation (regular employees only), affected employees may appeal the rating using the following procedure.

- A. Appeals shall be in writing and shall be filed with the Department Manager no later than ten (10) business days after receipt of the evaluation.
- B. Appeals must be based on the charge that the supervisor abused their discretion. "Abuse of discretion" shall mean basing the evaluation on information that is not factual and/or exercising disparate treatment in the evaluation of different employees.
- C. Within thirty (30) days of receipt, a panel shall convene to consider the appeal. The panel shall consist of (1) the Human Resources Manager; (2) the employee's representative; and (3) the General Manager or their designee.

**MOU**  
**July 1, 2021 to June 30, 2024**

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- D.** The decision of a majority of the panel is final. In the event the decision involves changing the overall rating to “Meets Standard”, the automatic five-percent increase shall be effective (retroactive to) the employee's original evaluation date.

**SECTION 8.5 - REMEDIATION PROCESS**

In the event of an overall rating of “Below Standard” that is not changed on appeal (see Section 8.4 above), the employee shall be in Remediation. The purposes of Remediation are: 1) to give the employee and the supervisor an opportunity to work together on correcting deficiencies identified in the evaluation and; 2) to give the employee an opportunity to achieve a “Meets Standard” rating. Remediation will include a Plan for Individual Improvement, which will specify areas where improvement in performance is needed. Remediation can include a temporary or permanent change of duty station. Remediation may include more frequent performance reviews to assist the employee in improving performance. The term of the Plan for Individual Improvement shall be concurrent with the period of Remediation.

- A.** The period of Remediation shall be no longer than six (6) months from the original evaluation date.
- B.** Employees on Remediation will be reevaluated at three (3) months and six (6) months (if necessary) following the original “Below Standard” evaluation date.
- C.** If any of the evaluations in "B" above result in a “Meets Standard” overall rating, the employee shall receive a five-percent merit increase, if the employee has not yet reached the top of their salary range, effective the date of that evaluation.
- D.** Failure to attain a “Meets Standard” overall rating within the Remediation period may result in disciplinary action pursuant to Article 17. No merit pay increase shall result until the employee attains a “Meets Standard” overall rating. If the employee fails to attain a “Meets Standard” overall rating during Remediation, the employee will not be eligible for a merit pay increase until the employee’s next Annual Performance Evaluation.
- E. Attaining an Overall Rating of Meets Standard**  
In order to attain an overall rating of “Meets Standard” during Remediation, the following standards will apply: For the classifications of Equipment Mechanic-Operator, Lead Open Space Technician, and Volunteer Program Lead, no more than three (3) areas of performance are rated “Below Standard”. For the classifications of Open Space Technician, Farm Maintenance Worker, and Facilities Maintenance Specialist no more than two (2) areas of performance are rated “Below Standard”. For all classifications, if the employee has an overall rating of “Below Standard” as the result of consecutive “Below Standard” ratings in the same area or areas of performance on two (2) Annual Performance Evaluations, that area or areas of performance must be rated “Meets Standard”.

**ARTICLE 9 - UNIFORMS**

**SECTION 9.1 - NEW HIRES**

Newly hired employees in the bargaining unit shall receive their initial regular uniform items from the District at no cost to the employees. For the list of regular uniform items, see Section 9.8.

**SECTION 9.2 - ALLOWANCE AMOUNT AND USE**

The annual uniform allowance shall be Seven Hundred and Eighty Dollars (\$780) which will be evenly distributed throughout each of the 26 pay periods. Uniform allowance shall be used to maintain regular and optional uniform items, as described on the Uniform List, in good condition except for personal health and safety items. To comply

**MOU**  
**July 1, 2021 to June 30, 2024**

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with the California Code of Regulations section 571 and CalPERS reporting requirements for uniform allowance for Classic employees, uniform allowance for Classic employees is not to be used for the purchase, rental and/or maintenance of items that are solely for personal health and safety such as coveralls, raingear, and safety shoes.

**SECTION 9.3 - ELIGIBILITY/PRORATING**

Employees will become eligible to use the uniform allowance at the completion of their probationary period.

**SECTION 9.4 - PROVIDED ITEMS (NO COST)**

In addition to the uniform allowance in Section 9.2 above, the District shall continue to provide items it has provided in the past at no cost to the employee. All items covered by this section remain the property of the District and shall be returned to the District upon separation from District employment.

**SECTION 9.5 - BOOTS, COVERALLS, RAINCOATS, RAINPANTS**

In addition to Section 9.4 above, the District agrees to provide work boots, coveralls, and adequate rainpants and adequate hooded raincoats to the employees. These items shall be replaced at the request of the employee on approval of their Supervisor.

The District agrees to provide toe-protected work boots at employee's request. All items covered by this section remain the property of the District.

**SECTION 9.6 - BOOT REPLACEMENT**

There shall be an option to rebuild rather than replace boots under the following conditions:

In the event the Supervisor agrees a pair of boots needs to be replaced, but the boot is not significantly damaged, the Supervisor may opt to have the boots rebuilt instead of replaced; except that this option shall not apply to the first pair of boots any employee seeks to replace under this Article; and a single pair of boots may be rebuilt at the Supervisor's option only once.

**SECTION 9.7- UNIFORM COMMITTEE**

The parties agree to establish a joint Maintenance Uniform Committee, which shall be advisory to the District during the course of the Agreement. Bargaining unit representation on the Committee shall be two (2) unit members of the FEA's choice. District representation shall be no more than two (2) members of the Department Manager's choice.

The Uniform Committee shall meet quarterly or upon special request to the Department Manager to discuss topics including but not limited to: (a) finding replacements for uniform items no longer available; (b) discussing and evaluating the need for new or modified items; (c) discussing and evaluating modifications in the District's uniform policy; and (d) examining and making recommendations on prototypes of new uniform items. The quarterly meetings may be canceled in the event there is no agenda pertaining to uniform issues. With prior approval from the Department Manager, the District will obtain sample uniform items being considered by the Committee.

The role of the Committee is to make recommendations to the Department Manager regarding uniform issues. The Committee's recommendation(s) to the Department Manager and the Department Manager's response to the recommendation(s) shall be in writing. The FEA shall receive copies of any such recommendations and, upon request, will be given the opportunity to meet and confer before the District acts upon them. The Department Manager's response to the recommendation shall be provided within thirty (30) days of receipt of the written recommendation of the Uniform Committee.

**MOU**  
**July 1, 2021 to June 30, 2024**

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**SECTION 9.8 - INITIAL REGULAR UNIFORM ITEMS PROVIDED NEW EMPLOYEES**

Open Space Technician, Lead Open Space Technician, Equipment Mechanic-Operator, Volunteer Program Lead, and Farm Maintenance Worker

- 1 tan long sleeve shirt
- 5 any combination of tan long/short sleeve shirts
- 1 green maintenance jacket
- 1 green vest or green fleece jacket
- 3 pairs green pants
- 1 pair green hiking shorts
- 1 cordovan/brown basket weave belt
- 2 pair socks
- 1 uniform cap

Refer to Uniform List for specifications

**ARTICLE 10 - VACATION**

**SECTION 10.1 - ACCRUAL RATES**

A. Bargaining unit members shall accrue fully paid vacation according to the following schedule:

Years of Service	Accrual per Hour Paid	Days/Year (Full-Time)*	Hours/Year (Full-Time)*
1 - 9	0.05769 hr	15	120
10 - 14	0.07692 hr	20	160
15 - 19	0.08077 hr	21	168
20 - 24	0.08846 hr	23	184
25+	0.09615 hr	25	200

\* Hours/year for part-time bargaining unit members of one-half time (50%) or greater will be automatically pro-rated to the same percentage as their hours per week bear to 40. Part-time employees of less than half-time (50%) do not accrue paid vacation.

B. Temporary (seasonal) employees who provide service to the District in consecutive fiscal years prior to being hired to fill a regular position shall be credited with the service time for vacation accrual purposes only

**SECTION 10.2 - ACCRUAL LIMITS**

Unit members may accrue up to two times (2X) the amount of their annual vacation time. Members who reach this accrual limit will not accrue any additional vacation days unless and until the amount of their accrued vacation time falls below the accrual limit.

**SECTION 10.3 - USAGE**

A. **Increments**

Vacation shall be tracked in increments of one-tenth (1/10) of an hour.

**MOU**  
**July 1, 2021 to June 30, 2024**

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**B. Scheduling**

For vacations of one (1) regularly scheduled workday or longer, employees shall submit a vacation request by December 1 of the preceding year. No more than two (2) Lead Open Space Technicians (LOST) and two (2) Equipment Mechanic Operators (EMO) per calendar day, per Geographical Area, shall be entitled to a guaranteed vacation. No more than three (3) Open Space Technicians (OSTs) per calendar day, per Geographical Area shall be entitled to a guaranteed vacation. Conflicting vacation requests submitted prior to December 1<sup>st</sup> of the preceding year will be accepted based on seniority. If a vacation request or total amount of time requested is going to exceed an employee's annual accrual amount, the Area Manager or Department Manager must approve such a request.

Employees may submit requests for vacations after December 1, at least ninety (90) days before the requested vacation time. These requests shall be reviewed on a first come-first served basis. If there are no "conflicting vacation requests", the request shall be guaranteed.

If unanticipated vacation needs arise during the course of the year, requests shall be submitted no later than three weeks prior to the last Friday of the current work schedule. Such requests shall be approved based upon operational requirements of the work location and on a first come, first serve basis.

Emergency vacation requests, defined as requests that cannot be submitted within the timelines outlined above, will be considered on a case-by-case basis by the employee's supervisor. Staffing levels will be the primary consideration in approving vacation requests.

**SECTION 10.4 – ANNUAL VACATION CASH-OUT**

The District's Personnel Policies and Procedures Manual, as amended, provides an annual vacation cash out benefit for all employees.

**SECTION 10.5 - CASH-OUT UPON TERMINATION**

Upon termination, regular bargaining unit members shall be compensated at their current hourly rate of pay for any vacation accrued but not used. Terminating members will receive their vacation cash-out with their final paycheck.

**MOU**  
**July 1, 2021 to June 30, 2024**

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**ARTICLE 11 - HOLIDAYS AND PERSONAL LEAVE**

**SECTION 11.1 - HOLIDAYS**

**A. Calendar**

The 11.5 paid holidays to be observed each year by the bargaining unit members shall consist of:

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Cesar Chavez Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving  
Day after Thanksgiving  
Last four hours of workday preceding Christmas Day  
Christmas Day

**B. Eligibility**

A unit member who is in paid status during the scheduled shifts before and after the holiday shall be eligible for paid holiday benefits as described in this Article.

**C. Observance**

1. When employees on a 5/40 schedule who work Monday through Friday have a holiday that falls on Saturday, it shall be observed on the preceding Friday and a holiday that falls on Sunday shall be observed on the following Monday.
2. For employees on a 5/40 schedule who work Saturday and Sunday, holidays will be observed on the actual day they occur.
3. Employees on a 9/80 schedule observing a scheduled holiday shall receive eight (8) hours of paid holiday time off. The employees shall make up the difference when working a nine (9) hour day from their Holiday Bank, Compensatory Time Off, Personal Leave and/or accrued vacation time off.
4. Employees on a 4/10 schedule observing a scheduled holiday shall receive eight (8) hours of paid holiday time off. The employees shall make up the difference when working a ten (10) hour day from their Holiday Bank, Compensatory Time Off, Personal Leave, and/or accrued vacation time off.

**D. Pro-rating**

Regular part-time employees of at least one-half (1/2) time are eligible for the same paid holidays on a pro-rata basis according to the average number of hours they work.

**E. Holidays During Vacation**

Holidays which occur during a unit member's vacation shall not be charged against vacation time.



**MOU**  
**July 1, 2021 to June 30, 2024**

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**F. Holiday Falls on Day Off**

1. When a holiday falls on a unit member's day off, the employee shall receive the corresponding number of hours added to the "Holiday Bank." [See Section 11.1(H)]
2. If a Monday holiday falls on a day off for an employee on a 9/80- schedule, the employee shall take the next day (Tuesday) as the holiday day off.

**G. Work On Holiday - Compensation**

1. An employee on a 5/40 schedule who works on a scheduled holiday has two (2) choices for compensation for their normal eight (8) hour workday or four (4) hours in the case of Christmas Eve:
    - a. One and one-half (1½) times his/ her normal pay plus the corresponding number of hours added to the "Holiday Bank." [See Section 11.1(H).]
    - b. Two and one-half (2 ½) times his/ her normal pay.
  2. An employee on a 9/80 or 4/10 schedule who works a scheduled holiday has two (2) choices for compensation for their normal workday or four (4) hours in the case of Christmas Eve:
    - a. One and one-half (1½) times their normal pay for hours worked on the day of the holiday; plus eight (8) hours, or four (4) hours in the case of Christmas Eve, will be credited to the Holiday Bank.
    - b. Two and one-half (2½) times their normal pay for eight (8) hours, or four (4) hours in the case of Christmas Eve, and one and one-half (1½) times their normal pay for hours beyond eight, except for Christmas Eve.
1. All hours worked on a holiday during the normal workday shall be recorded as holiday pay except Christmas Eve, which is four (4) hours. Hours worked in excess of the normal workday shall be recorded as overtime and paid at one and one half (1 ½) times the regular rate of pay. No additional compensation shall be made.

**H. Holiday Bank**

In the event of a holiday falling on a day off, or a unit member exercising the option described above in Section 11.1 (G)(1)(a) after working a holiday, eight (8) hours (or a pro-rated amount for part-time employees) will be added to the employee's "holiday bank" for use or cash out at a later date. For full-time employees, the appropriate number of hours for the day before Christmas is four (4). The "holiday bank" will be administered according to the following provisions.

1. Time from the holiday bank may be used in one (1) hour increments.
2. Employees may use accumulated holiday time to cover portions of scheduled vacations.
3. Unit members who wish to schedule time off covered by the holiday bank during the course of the year shall submit requests to their supervisor for approval. Such requests shall be approved with due consideration for the desires of the staff and for the requirements of the work location.
4. Any time remaining in the "holiday bank" at the end of the calendar year shall be paid in cash at the current rate of pay on December 31 of such calendar year, subject to subsection (7) below.

**MOU**  
**July 1, 2021 to June 30, 2024**

---

5. Unit members who terminate during the calendar year shall be paid for all time remaining in their holiday bank at the current rate of pay.

Unit members assigned to work the last four (4) hours of the workday preceding Christmas Day and/or Christmas Day may use in advance (for time off scheduled after December 1) all or part of the hours from these holidays that the unit member elects to add to his or her "holiday bank."

Unit members assigned to work the last four (4) hours of the workday preceding Christmas Day and/or Christmas Day or whose regular days off occur on these holidays may convert up to twelve (12) unused holiday hours to vacation.

**SECTION 11.2 - PERSONAL LEAVE**

**A. Amount**

Unit employees shall receive thirty-two (32) hours of annual Paid Personal Leave time that will accrue and be allocated at the end of each two-week pay period.

**B. Maximum Accruals**

Employees may accrue a maximum of thirty-two (32) hours of Paid Personal Leave each calendar year. Employees who reach this limit will not accrue any additional Paid Personal Leave unless and until the amount of their accrued Paid Personal Leave falls below this accrual limit. In that event employees shall accrue only the amount of Paid Personal Leave for which they are eligible, sufficient to reach their maximum accrual limit.

**C. Pro-rating**

Regular part-time employees of at least one-half (50%) time shall be eligible for a pro-rated number of hours of Paid Personal Leave according to the average number of hours they work.

**D. Notification and Scheduling**

With supervisor approval, an employee may use Paid Personal Leave at their discretion.

Except in emergency situations, employees do not need to give any reasons for use of Paid Personal Leave.

**E. Increments**

Paid Personal Leave must be taken in one (1.0) hour minimum increments.

**ARTICLE 12 - LEAVES OF ABSENCE WITH PAY**

**SECTION 12.1 - SICK LEAVE**

**A. Accrual**

All employees shall accrue sick leave with full pay at a rate of 0.04615 hours per hour paid, exclusive of overtime, for a total of ninety-six (96) hours per year for full time employees. Sick leave shall accrue from the date of employment and may be accumulated on an unlimited basis. The employee's sick leave balance shall be recorded on their paycheck stub.

**MOU**  
**July 1, 2021 to June 30, 2024**

---

**B. Usage**

1. Employees are eligible to use sick leave for the following reasons:
  - (a) Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee.
  - (b) Personal illness or physical disability.
  - (c) Quarantine by a physician.
  - (d) Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee's immediate family member or registered domestic partner requiring the employee to be unavailable for work, subject to Section B(4), below.
  - (e) Workers' Compensation.
  - (f) Health care appointments, including medical, dental, vision, and Employee Assistance Program appointments.
  - (g) Being a victim of domestic violence, sexual assault, and/or stalking, the purposes described in the California Labor Code subdivision (c) of Section 230 and subdivision (a) of Section 230.1.
  - (h) For any other reason the law may permit.
2. Sick leave for any of the reasons above shall be recorded on the employee's timecard and must be used in increments of one (1) hour except for health care appointments.
3. No less than one-half (½) hour of sick leave may be charged for a health care appointment, and sick leave usage over one (1) hour will be computed in tenths of an hour.
4. An employee may use up to eighty (80) hours of accrued sick leave per calendar year to care for a member of their immediate family or their domestic partner requiring the employee to be unavailable for work. This eighty (80) hour limit may be extended by the General Manager on a case-by-case basis for good cause. Immediate family is defined as an employee's spouse, son, daughter, father, mother, brother, sister, grandmother, grandfather, father-in-law, mother-in-law, and any relative of the employee living in the employee's household. The definitions of these family relations may evolve over time under California law. For purposes of this Article 12, the domestic partner of an employee is as defined by California law.

**C. Reporting**

1. Non-Urgent Health Care Appointments: Employees will schedule non-urgent health care appointments in advance and shall notify their immediate supervisor of such appointments as early as possible. If notice to the supervisor occurs seventy-two (72) hours or more in advance of the appointment, any disapproval of sick leave time off shall be accompanied by a written statement from the supervisor explaining the reasons.
2. Any employee who is unable to report to work because of any of the reasons in Section 12.1 (B) shall report the reason for absence to their immediate supervisor, or any other supervisor on duty if the immediate supervisor is unavailable. The absence shall be reported by the employee by the designated starting time each day the employee is unable to report to work, unless physically unable to do so. For a prolonged illness, special arrangements regarding notifying a supervisor may be made.

**MOU**  
**July 1, 2021 to June 30, 2024**

---

**D. Ill on Holiday**

1. 5/40 Schedule

If an employee is ill on a designated holiday, the holiday shall be charged as holiday time and shall not be charged against sick leave.

2. 9/80 Schedule

An employee on an alternate work schedule who is sick on a scheduled holiday shall receive holiday pay for eight (8) hours and may use accumulated sick leave for the remaining hours.

**E. Ill on Vacation**

An employee who is injured or who becomes ill while on vacation may petition the Human Resources Manager to be paid for sick leave in lieu of vacation provided that the employee:

1. Was hospitalized during the period for which sick leave is claimed, or
2. Received medical treatment or diagnosis and presents a statement indicating illness or disability signed by a physician covering the period for which sick leave is claimed.

Requests for sick leave in lieu of vacation shall be approved if the provision(s) noted above are satisfied.

**F. Integration**

Employees eligible for State Disability Insurance or Workers' Compensation benefits may integrate accrued sick leave and vacation with those benefits in amounts necessary to equal (but not exceed) a full paycheck. During the period of integration, an employee shall remain in paid status, with full benefits, and shall continue to accrue paid vacation and sick leave for the number of paid District hours used for integration.

**G. Physician Statement**

An employee absent on paid sick leave five (5) consecutive days or more will be required to submit to their immediate supervisor verification from a physician or licensed practitioner of their illness or injury and ability to return to work. An employee absent on paid sick leave five (5) consecutive days or more in order to care for an immediate family member or domestic partner under Section B(4) will be required to submit to their immediate supervisor verification from a physician or licensed practitioner of the family member's or domestic partner's illness or injury.

**H. Exhaustion of Sick Leave**

If an employee exhausts his/ her entire bank of accrued sick leave and remains unable to return to work for any of the reasons listed in Section 12.1(B), the employee may request a disability leave of absence without pay subject to Article 13. In the absence of such leave being granted, the absence shall be charged to other accrued leave.

**MOU**  
**July 1, 2021 to June 30, 2024**

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**I. Sick Leave Conversion Program**

Upon resignation, separation from service, or retirement from District employment, employees in good standing with ten (10) or more years of District employment shall receive a cash payment of the equivalent cash value of accrued sick leave as follows:

<b>Years of employment</b>	<b>Percentage of equivalent cash value of accrued sick leave</b>
10-15	20%
16-20	25%
21 or more	30%

Retiree Health Savings Account (RHS): Employees eligible for Sick Leave Conversion who were hired on or before June 30, 2006 and retire from the District will receive a cash payment. The cash payment shall be the percentage of the equivalent cash value of accrued sick leave based on years of employment as described above. The remainder of the equivalent cash value of the sick leave will be deposited to the employee's RHS Account. In all cases, the equivalent cash value of accrued sick leave will be based on current rate of pay as of the date of separation from District employment.

Employees hired on or after July 1, 2006 are not eligible for the RHS Account related to the Sick Leave Conversion Program as described above. Employees who were hired on or after July 1, 2006 may be eligible for the Sick Leave Conversion Program as outlined above, and upon retirement from the District may apply the balance of sick leave hours toward CalPERS service credit as governed by CalPERS.

**J. Abuse of Sick Leave**

Abuse of the sick leave privileges shall be cause for disciplinary action in accordance with Articles 15 and 17 of the MOU.

**K. Performance Evaluation Standard**

When determining whether an employee meets the performance evaluation standard for punctuality and attendance, use of sick leave for an illness or injury covered by Workers' Compensation or other legally regulated use of leave will not be considered.

**SECTION 12.2 - BEREAVEMENT LEAVE**

The District's Personnel Policies and Procedures Manual provides a bereavement leave benefit for all employees.

**SECTION 12.3 - WITNESS OR JURY DUTY LEAVE**

A leave of absence with pay will be granted an employee who is called for jury duty, on a scheduled work day, as long as any compensation the employee receives for such duty, except for meal and mileage reimbursements, is signed over to the District. Regularly scheduled work time lost because of such duty shall not affect the employee's accrual of vacation, sick, or personal leave time. If not in conflict with instructions of the court, an employee shall report to work if placed on jury duty telephone standby. In the event the employee is released early from witness or jury duty, employee shall report back to work as long as they can arrive to provide one or more hours of work.

In the event the employee is placed on a jury, and the trial is scheduled to go more than one week from the first reporting day for the jury, the District will then adjust the employee's schedule to coincide with the courts schedule of Monday through Friday from 8 a.m. to 5 p.m. Therefore, the District and the FEA recognize and accept such a

**MOU**  
**July 1, 2021 to June 30, 2024**

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shift change may require the change of other represented employees' schedules in order to meet established staffing needs.

**SECTION 12.4 - MILITARY LEAVE**

The District's Personnel Policies and Procedures Manual provides military leave for all employees.

**SECTION 12.5 - CATASTROPHIC LEAVE**

The District's Personnel Policies and Procedures Manual provides a catastrophic leave program for all employees.

**SECTION 12.6 - ADMINISTRATIVE LEAVE**

The District may place an employee on paid administrative leave at any time for any lawful reason. During the period the employee is on administrative leave with pay, the employee shall remain in paid status and shall continue to accrue vacation, sick leave, personal leave, and holiday benefits, and other applicable benefits as provided by Article 7 herein.

**ARTICLE 13 - FAMILY MEDICAL LEAVES AND LEAVES WITHOUT PAY**

The District's Personnel Policies and Procedures Manual provides family and medical leave and pregnancy disability leave for all employees.

**SECTION 13.1 - GENERAL LEAVE**

**A. Duration**

A regular employee with at least one (1) year of service may request a leave of absence without pay or fringe benefits for up to six (6) months.

**B. Request**

Requests for such leave of five (5) days or less shall be directed in writing to the Department Manager for approval and shall contain justification for the leave.

Request for such leave of longer than five (5) days shall be directed in writing to the General Manager for approval and shall contain justification for the leave.

**C. Benefit Premiums**

The employee may elect to continue any or all insurance coverage during a general leave which extends beyond a leave provided under Federal or California family, medical and pregnancy disability leave law by paying the full costs of the premiums for any benefits.

**D. Adjustment of Anniversary Date/Vacation Accrual/Seniority**

If an employee is on leave of absence without pay (except leave for industrial injury or illness; and/or a family medical leave) in excess of two (2) complete pay periods, the employee's anniversary date for purposes of evaluation, pay increases and vacation accrual shall be extended by the number of days included in the period of leave without pay. The employee's seniority shall also be adjusted to reflect the number of days on leave without pay.

**MOU**  
**July 1, 2021 to June 30, 2024**

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**ARTICLE 14 - TUITION REIMBURSEMENT**

**SECTION 14.1 - PREAMBLE**

All bargaining unit members are encouraged to pursue educational opportunities which directly relate to their work, as well as other opportunities which will add to general education and/or skill level, and those which will help prepare the employee for promotion and/or future job assignments within the District. Bargaining unit members must attend classes on their own time.

**SECTION 14.2 - APPROVAL**

Employees will receive reimbursement, subject to Section 14.3 below, for courses which are of benefit to both the District and the employee. Application shall be made only on forms provided by the District and submitted to the immediate supervisor for review and processing. Application for reimbursement must be approved in advance of taking the course. Approval of courses for which an employee may receive reimbursement shall be made by the appropriate administrative officer.

To the extent an otherwise approved course conflicts with the employee's work schedule, the employee's immediate supervisor may consider adjustments to the employee's work schedule and/or use of paid leave time to resolve the conflict.

**SECTION 14.3 - REIMBURSEMENT**

Employees will receive reimbursement for books and tuition for approved courses, passed with at least a grade of "B" or an equivalent passing rating. The maximum reimbursement per fiscal year per employee is Seven Hundred Dollars (\$700.00). Any expenses besides books and tuition shall be evaluated and reimbursement approved on an individual basis by the appropriate administrative officer.

**ARTICLE 15 - GRIEVANCE PROCEDURE**

**SECTION 15.1 - DEFINITIONS**

- A.** A "grievance" is a formal allegation by a member of the bargaining unit who has been adversely affected by an alleged violation of the specific provisions of this Memorandum of Understanding (MOU) or the District's Personnel Policies and Procedures Manual.
- B.** A "disciplinary grievance" is a formal objection or challenge to any punitive disciplinary action including reprimand, suspension, demotion and discharge. Specifically excluded from the definition of disciplinary grievance are the following Warning Types of Discipline: "oral warning" and "written warning" as defined in the Disciplinary Procedure Section of the MOU (Article 17).
- C.** A "grievant" is any unit member, group of members, or the FEA adversely affected by an alleged violation of the specific provisions of the MOU or the District's Personnel Policies and Procedures Manual.
- D.** For purposes of this Section, a working day is any day that District administrative offices are open for business.
- E.** For purposes of this Section, a Steward is an official bargaining unit representative who is a District employee as designated in Section 2.4. A FEA Staff Member is a paid employee of the FEA. The term "FEA Representative" shall mean either a Steward or a FEA Staff Member.

**MOU**  
**July 1, 2021 to June 30, 2024**

---

**SECTION 15.2 – GENERAL PROCEDURES**

- A.** Any disciplinary action excluded from the definition of “disciplinary grievance” set out in Section 15.1(B) herein is not subject to the Grievance Procedure of this Article.
- B.** The grievant and District may mutually agree in writing to waive any step of the Grievance Procedure. However, in order to settle any grievances which arise at the lowest practicable level, and as fairly and promptly as possible, it is the intent of the parties that all steps of the Grievance Procedure be complete.
- C.** In the case of a disciplinary grievance, the affected employee or District may proceed directly to Step III or IV of the Grievance Procedure after imposition of the challenged disciplinary action. If the employee or District wish to proceed directly to Step III or Step IV concerning a disciplinary matter, the employee or District will inform the other Party in writing within the timeframe described in Section 15.2(D) below.
- D.** With respect to Steps II through V of the Grievance Procedure, the time for filing, responding to and appealing grievances to subsequent steps shall be fifteen (15) working days from the date on the grievance, response, or appeal document unless another provision of this MOU provides a different timeframe within which to file a written document to the other Party. All timelines in this Article (including Step I) may be waived by mutual agreement in writing.

If the grievant/Association fails to file a grievance or move a grievance to the next step within the proper time limits, absent written agreement to waive an applicable time limit, the grievance shall be considered settled on the basis of the District's response at the prior step. If the District fails to respond to a grievance within the proper time limits, the grievant/FEA may move the grievance to the next step.

- E.** FEA Representative may be granted time off from duty to process grievances provided that forty-eight (48) hours' advance notice is provided to the Department Manager. No more than one (1) Steward shall be allowed release time to process a grievance. The number of District employees at grievance proceedings shall be limited to the grievant(s) and one (1) FEA Representative. The FEA Representative shall not be a person subject to or involved in the matter which is the subject of the grievance. A FEA Staff Member may also attend a grievance proceeding where permitted by this Agreement.

**SECTION 15.3 - STEP I**

- A.** A grievant shall present the grievance orally to the grievant's immediate supervisor within fifteen (15) working days after the grievant knew, or reasonably should have known, of the event or events on which the grievance is based. To assist in resolving any grievance at the lowest possible level, the supervisor may request that the grounds for the grievance be stated in writing. The immediate supervisor shall conduct whatever investigation is necessary to obtain the facts pertaining to the grievance. Within fifteen (15) working days after receiving notice of the grievance, the immediate supervisor shall meet with grievant in an attempt to settle the grievance and shall give the grievant a reply. The Steward may attend the meeting.
- B.** If the grievant is not satisfied with the reply of their immediate supervisor, the grievant may appeal the grievance to Step II.



**MOU**  
**July 1, 2021 to June 30, 2024**

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**SECTION 15.4 - STEP II**

- A.** If the grievant desires to appeal the grievance to Step II, the grievance shall be reduced to writing and presented to the grievant's Area Manager, Capital Projects Field Manager, or department manager if they are the next level of supervision within fifteen (15) working days following receipt of the immediate supervisor's reply.
- B.** The written grievance shall contain a complete statement of the grievance, specific facts upon which the grievance is based, the specific provisions of the MOU and/or Personnel Policies and Procedures Manual claimed to have been violated, and the remedy requested. The grievance shall be signed and dated by the grievant and/or the Steward and/or the FEA Staff Member.
- C.** At the request of either side a meeting will be held between the grievant's Area Manager, Capital Projects Field Manager, or department manager if they are the next level of supervision, the grievant and the appropriate FEA Representative to attempt to resolve the grievance informally. In any event, the Area Manager, Capital Projects Field Manager, or department manager if they are the next level of supervision shall give a written decision to the grievant within fifteen (15) working days following receipt of the written appeal to Step II, with a copy to the FEA office.
- D.** If the grievant is not satisfied with the decision, the grievant may appeal the grievance to Step III.

**SECTION 15.5 - STEP III**

- A.** If the grievant desires to appeal the grievance to Step III, the grievant shall present the written grievance to the Department Manager and a copy to the Human Resources Manager within fifteen (15) working days following receipt of the written decision at Step II.
- B.** In evaluating the appeal at Step III, at the request of either side, a conference shall be held between the Department Manager, in consultation with the Assistant General Manager, and the grievant and their FEA Representative in an attempt to resolve the matter informally. With forty-eight (48) hours' notice to the District, the FEA Staff Member may join the grievant and the Steward in the Step III conference. In any event, the Department Manager shall issue a written decision on the grievance within fifteen (15) working days of receipt of the appeal, with a copy to the FEA office.
- C.** If the grievant is not satisfied with the decision at Step III, the grievant may appeal to Step IV.

**SECTION 15.6 - STEP IV**

- A.** Any appeal not resolved at Step III may be appealed in writing, with copies of the Step II and Step III responses, to the General Manager with a copy to the Human Resources Manager, within fifteen (15) working days of receipt of the Step III response. Within fifteen (15) working days of receipt of the appeal, the General Manager shall convene a meeting with the grievant for the purpose of reviewing the grievance facts and issues pertinent to the grievance and to attempt to resolve the grievance. The FEA Staff Member and Steward may attend the Step IV meeting. The General Manager shall issue a final written decision to the grievant within fifteen (15) working days of the meeting. A copy of the decision will be sent to the FEA office except as provided below for disciplinary grievances.

In the case of any disciplinary grievance that is appealable through Step IV, any or all appeal procedures and the review and/or determination of the Step IV grievance, may be conducted by the General Manager or their designee. Furthermore, the District will only provide documents concerning an employee's disciplinary action to the FEA upon written request of the employee.

**MOU**  
**July 1, 2021 to June 30, 2024**

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**SECTION 15.7 - STEP V**

- A.** If the grievance is not resolved at Step IV, the grievant may elect to submit the grievance to a hearing before a State of California Administrative Law Judge (“ALJ”). No disciplinary grievance of a written reprimand may be submitted to a hearing because the decision of the General Manager at Step IV shall be final. The grievant shall submit written notice of said election within fifteen (15) working days of receipt of the Step IV response. Thereafter, the parties shall jointly request the California Office of Administrative Hearing assign an ALJ to the hearing.
- B.** The ALJ shall hold a hearing on the issue submitted, or as determined by the ALJ if the parties have not mutually agreed upon the issue, and render a written decision. The conduct of the hearing shall be governed by the California Administrative Procedures Act.
- C.** Decisions of ALJs on matters properly before them shall be advisory to the General Manager. The General Manager’s decision is subject to appeal to the Superior Court as provided in California Code of Civil Procedure Section 1094.5. No ALJ shall entertain, hear, decide, or make recommendations on any dispute unless the grievant is an employee in a unit represented by the FEA and unless such dispute falls within the definition of a grievance as set forth in Section 15.1.
- D.** Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto may not be heard under this Step V procedure. No proposal to modify, amend or terminate this Memorandum of Understanding nor any matter or subject arising out of or in connection with such proposal, may be referred to a hearing under this Section. No ALJ shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.
- E.** All complaints involving or concerning the payment of compensation shall be initially filed in writing with the General Manager at Step IV. Only compensation complaints which allege that employees are not being compensated in accordance with the provisions of the Memorandum of Understanding shall be considered as grievances.
- F.** Where either party claims a matter is not subject to this step V hearing procedure, that issue shall first be decided by the ALJ without regard to the merits of the grievance. If the issue is held to be subject to hearing under this procedure, the ALJ may, at the request of either party, institute a recess for up to for up to five (5) working days to determine if the grievance can be resolved. If it cannot, the hearing shall be resumed and the ALJ shall hear and issue an advisory written decision proposing a resolution of the grievance on the merits.
- G.** The parties agree that any and all costs associated with a hearing procedure, including but not limited to such items as court reporters, transcripts and the ALJ's fee shall be divided equally between the District and the FEA. Each party shall bear their own cost of representation.

**ARTICLE 16 - LAYOFFS**

**SECTION 16.1 - SENIORITY DEFINED**

For purposes of this Article, "seniority" shall be by classification and shall be defined as time served in that classification and any higher classification.

**MOU**  
**July 1, 2021 to June 30, 2024**

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**SECTION 16.2 - CONSIDERATION OF LAYOFF - NOTICE TO ASSOCIATION**

When the District determines that a layoff is necessary within the bargaining unit, it shall give the FEA at least thirty (30) days notice. Such notice shall describe the classifications affected and the circumstances requiring the layoff. Upon request, the FEA shall be afforded the opportunity to meet with the District to discuss the impact of layoffs on bargaining unit members.

**SECTION 16.3 - ORDER OF LAYOFF**

When one (1) or more employees performing in the same classification are to be laid off, the order of layoff shall be as follows:

1. Seasonal employees.
2. Probationary employees in inverse order of seniority.
3. Regular employees in inverse order of seniority.

**SECTION 16.4 - NOTICE TO EMPLOYEES**

Employees subject to the provisions of this Article shall be given at least twenty (20) working days written notice prior to the effective date of layoff. The FEA shall receive concurrent notice. The procedures of Section 16.5 shall be applied prior to the effective date of the layoff.

**SECTION 16.5 - ALTERNATIVES TO LAYOFF**

**A. Claim Vacancies**

Any affected unit member may claim a vacancy in a classification formerly held. If such classification is below the one currently held, the employee will have re-employment rights (Section 16.6) to the original classification.

**B. Displacement**

An affected unit member may bump the least senior employee in a lower classification within the FEA previously held provided the affected employee is otherwise qualified to fill the lower classification. Seniority in the lower classification will be time spent in that classification plus any higher classification. Employees who bump into a lower classification will have reemployment rights (Section 16.6) in their original classification.

**C. Rate of Pay**

In the event of claiming a vacancy or bumping into a lower classification, the unit member's rate of pay in the lower classification shall be determined as follows:

1. If the step held in the higher classification occurs in the lower classification, the rate of pay will remain the same.
2. If the step held in the higher classification does not occur in the lower classification, the rate of pay shall be the highest step of the lower classification.

**SECTION 16.6 - RE-EMPLOYMENT LISTS**

Unit members who are laid off shall be placed on a re-employment list for their current classification and for each lower classification previously held. Employees reassigned as an alternative to layoff pursuant to Section 16.5 shall be placed on a re-employment list for their original classification. As vacancies become available, employees will be recalled from the appropriate re-employment list(s) in seniority order.

**MOU**  
**July 1, 2021 to June 30, 2024**

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**SECTION 16.7 - RIGHTS RESTORED**

Upon re-employment of a unit member from a re-employment list, all rights acquired prior to their placement on such list shall be restored.

**ARTICLE 17 - DISCIPLINARY PROCEDURE**

With respect to disciplinary action, the following applies to members of the bargaining unit:

**SECTION 17.1 - PREAMBLE**

The degree of discipline is discretionary with the District. In exercising its discretion the District will consider factors including, but not limited to, the severity of the offense, the number and frequency of previous acts of misconduct, and past work performance. Disciplined employees shall have rights of appeal as set forth in this Article.

**SECTION 17.2 - PRINCIPLES AND PROCEDURES**

No employee shall be disciplined except for violation of established policies and procedures, and such disciplinary action shall be in accordance with procedures established herein. The District agrees to follow the principles of progressive discipline and just cause. However, the level or degree of any disciplinary action is within the discretion of the District as set forth above. Property Loss Discipline may be used initially when appropriate due to the severity of the offense.

**SECTION 17.3 - GROUNDS FOR DISCIPLINE**

Grounds for disciplinary action shall include, but not be limited to:

1. Abandonment of position and absence from duty without approval;
2. Abuse or misuse of leave privileges;
3. Below-standard work performance, including poor judgment, or incompetence in the performance of required duties;
4. Disruptive behavior or discourteous or abusive treatment of the public or other employees, including threats or acts of violence in the workplace, battery or assault; discrimination against the public or employees in violation of District policies; unlawful retaliation against any person who reports facts or information to authorities or District personnel about misconduct (actual or suspected) of any District employee; or conduct unbecoming a District employee which discredits the District;
5. Failure to abide by established District rules, regulations or policies including violation of the substance abuse policy;
6. Fraud or misrepresentation in securing appointment or promotion;
7. Insubordination;
8. Misuse of District property, work time, or funds, including use for personal purposes;
9. Neglect of duty;
10. Dishonesty, including but not limited to theft or falsification of District records or documents;
11. Failure to adhere to or comply with approved operational or safety guidelines; or negligent or reckless use or operation of vehicles, property, or equipment;
12. Failure to keep required work hours, including chronic absenteeism and chronic tardiness;

**MOU**  
**July 1, 2021 to June 30, 2024**

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13. Any conviction by a court which would be incompatible with the work performed for the District by the affected employee, including a conviction for an offense committed during the course of District employment or a conviction for an offense committed on or off duty with a nexus to the employee's District employment or duties;
14. Failure to report the suspension or revocation of the employee's driver's license; License suspension or revocation does not constitute automatic grounds for discipline;
15. Unauthorized access to or use of District records;
16. Failure to maintain professional appearance, in accord with the District's uniform policies.

**SECTION 17.4 - WARNING TYPES OF DISCIPLINE**

Whenever possible, counseling should be used prior to taking a more formal action. Counseling shall be defined as a non-punitive process that is not considered discipline.

Where appropriate, the District will use the following types of discipline before imposing suspension, demotion or dismissal.

**A. Oral Warning**

An oral warning is a verbal notice advising an employee that the employee's behavior or performance must be improved. It defines areas where improvement is needed, sets goals, and informs the employee that failure to improve may result in more serious action. The employee's supervisor will document the oral warning by recording the date and content of the warning and maintain a copy of the documentation. The employee shall receive a copy of the warning at the time the note is prepared. The documentation of the oral warning shall not be placed in the employee's personnel file. However, the incident may be addressed in the employee's performance evaluations and Interim Progress Reports for the evaluation year in which the incident occurred.

**B. Written Warning**

A written warning is notice to an employee that the employee's performance or behavior must be improved. It contains the same elements as the oral warning. When appropriate, the written warning may be used in conjunction with a Plan for Individual Improvement proposed by the employee's supervisor and approved by the Area Manager, Capital Projects Field Manager, or department manager as appropriate.

Prior to a copy of the written warning and Plan for Individual Improvement being placed in the employee's personnel record, a copy shall be given to the employee and a copy shall be sent to the FEA. The employee will have the opportunity to read and sign the warning and Plan prior to its being placed in the employee's personnel record. Should the employee refuse to sign, that fact should be noted on the document, signed or initialed by the employee unless refused, and then entered in the employee's personnel file. The employee shall have thirty (30) days to prepare a written response which will be attached to the written warning in the personnel file. At the employee's written request, the written warning and Plan for Improvement will be removed from the personnel record after two (2) years from the date of issuance, provided the employee has received no further discipline nor been notified in writing of pending discipline.

**C. Reprimand**

A reprimand will be given by the Area Manager, Capital Projects Field Manager, or department manager as appropriate upon recommendation of the employee's immediate supervisor. The reprimand will serve as official notice to the employee that the employee's performance or behavior is seriously below standard and that continuation of such performance or behavior will subject the employee to more serious disciplinary action, including possible discharge. When appropriate, the

**MOU**  
**July 1, 2021 to June 30, 2024**

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written reprimand may be used in conjunction with a Plan for Individual Improvement in the same manner as set forth in Subsection B above. The employee shall receive a copy of the reprimand at the time it is prepared and a copy shall be sent to the FEA. The employee will have the opportunity to read and sign the reprimand and Plan prior to its being placed in the employee's personnel file. Should the employee refuse to sign, that fact should be noted on the document, initialed or signed by the employee unless refused, and then entered into the employee's personnel file.

The employee shall have thirty (30) calendar days within which to submit a written response to the reprimand.

If one is submitted, the employee's written response shall be attached to the reprimand and filed in the employee's personnel file. The employee's response shall be directed to the Area Manager, Capital Projects Field Manager, or department manager as appropriate.

1. Employees will have the right to FEA representation when responding to reprimands.
2. At the employee's written request, a reprimand and Plan will be removed from the personnel record after two (2) years from the date of issuance, provided the employee has received no further discipline nor been notified in writing of pending discipline.

**SECTION 17.5 - PROPERTY LOSS DISCIPLINE**

The District may take more formal disciplinary action for cause in the form of suspension, demotion or discharge.

**A. Suspension**

A suspension is the temporary removal of an employee from the employee's duties without pay. Suspension without pay should generally be used when all other positive means have been tried without success and the Department Manager has reason to believe that the suspension will bring about the improvement needed in the employee's performance or behavior. Suspensions can only be imposed by the Assistant General Manager, upon recommendation from the Department Manager. Suspensions shall not exceed thirty (30) calendar days.

**B. Demotion**

A demotion is the transfer of an employee from a position in one class to a position in another class which results in a reduction in compensation rate. Demotions can only be imposed by the General Manager, upon recommendation by the Assistant General Manager.

**C. Discharge**

A discharge is the termination of the employee from the employment of the District. A discharge can only be imposed by the General Manager, upon recommendation by the Assistant General Manager.

**SECTION 17.6 - APPEAL**

The decision to reprimand, suspend, demote or discharge may be appealed by the affected employee only through the established Grievance Procedure set forth in Article 15. Lesser forms of discipline are not subject to appeal.

**MOU**  
**July 1, 2021 to June 30, 2024**

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**SECTION 17.7 - NOTICE OF INVESTIGATION**

When any employee is under investigation for an incident that could result in disciplinary action, the affected employee shall be notified in writing within sixty (60) working days of a supervisor's knowledge of the incident (or the most recent in a series of incidents).

Specifically excluded from the requirement to provide a Notice of Investigation are customary contacts in the normal course of duty, verbal counseling, instruction, informal verbal admonishment, or other routine or unplanned contact with an employee.

Final determination on the imposition of disciplinary action shall be made within a reasonable period of time. During the investigation, the District shall keep the employee apprised of its progress and likely completion date.

**SECTION 17.8 - NOTICE OF INTENT TO IMPOSE DISCIPLINE**

Written notice of suspension, demotion or discharge must be served on the employee in person or by certified mail prior to the disciplinary action becoming effective. A copy of the notice shall be sent to the FEA upon written request of the employee. The notice shall include:

1. Statement of the nature of the disciplinary action.
2. Effective date of the action.
3. Statement of the grounds thereof.
4. Statement in ordinary and concise language of the acts or omissions upon which the grounds are based.
5. A statement of the employee's right to respond, either orally at a meeting requested by the employee, or in writing. The employee shall have the opportunity to respond and be served with notice of final action in person or by certified mail prior to the action becoming effective. The opportunity to respond shall normally take place within seven (7) working days following the initial notice of intended action.
6. A statement advising the employee of the right to appeal through the grievance procedure and the right to FEA representation.

**SECTION 17.9 - ELECTRONIC RECORDING**

Electronic recording of the pre-discipline conference under Section 17.8(5) above shall require the mutual consent of the District and the employee subject to discipline. The District reserves the right to electronically record all investigatory interviews provided advance written notice is given to the employee subject to investigation. If an electronic recording is made of the investigatory interview, the employee shall be provided a copy of the tape if any further disciplinary proceedings are contemplated or prior to any further investigatory interviews at a subsequent time. In addition, if the District transcribes the electronic recording of an investigatory interview, it shall provide the employee with a copy of the transcript.

**ARTICLE 18 - PROBATIONARY PERIOD**

**SECTION 18.1 - LENGTH OF PROBATION**

**A. Initial Hires**

All persons appointed to the regular position of Lead Open Space Technician, Open Space Technician, Equipment Mechanic-Operator, Volunteer Program Lead, Facilities Maintenance Specialist, and Farm Maintenance Worker shall complete a standard probationary period of at least twelve (12) consecutive months.

**MOU**  
**July 1, 2021 to June 30, 2024**

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**B. Promotional Appointments**

All persons promoted to the regular position of Lead Open Space Technician, Open Space Technician, Equipment Mechanic-Operator, Volunteer Program Lead, Facilities Maintenance Specialist, and Farm Maintenance Worker who have satisfactorily passed the probationary period of their current position shall complete a standard promotional probationary period of at least six (6) consecutive months.

**SECTION 18.2 - EXTENSION OF PROBATION**

In the event a probationary employee misses more than four (4) weeks, from their normal duties, the District may extend the probationary period by an amount not to exceed the period of time missed. In the event the probationary employee's absence exceeds the equivalent of the employee's standard probationary period, the District may require the employee to serve a new probationary period as a condition of returning to work with the District. In the event the employee has not successfully completed any required training prior to the end of probation, the probationary period may be extended up to a maximum of three (3) months.

**SECTION 18.3 - REJECTION FROM ORIGINAL PROBATION**

A probationary employee can be rejected from probation at any time during his or her probationary period. The decision to reject an employee from probation is not subject to the Grievance Procedure or discipline appeal procedure of this Agreement.

As an alternative to rejecting the employee from probation, the District may extend the employee's probationary period. The employee must receive written notice of the extension prior to the expiration of their initial probationary period, and the extension shall not exceed three (3) months.

**SECTION 18.4 - REJECTION FROM PROMOTIONAL PROBATION**

In the case of promotional appointment, a promoted employee may, at any time during the probationary period, be rejected from probation and reinstated in the class designation from which the employee was promoted. If the reinstatement necessitates the layoff of another District employee currently filling the position, the choice of which employee will be laid off will be based on Article 16, "Layoffs."

**ARTICLE 19 - CONTRACTING OUT**

Except in cases of emergency, the District will give thirty (30) days' prior written notice to the bargaining unit of its intent to contract-out for services in any manner that triggers a negotiation obligation under the Meyers-Milias Brown Act ("MMBA"). Mutual aid and cooperation agreements between the District and other government agencies are excluded.

The bargaining unit shall have the opportunity to meet and confer with the District prior to such District action. In cases of emergency, the FEA shall have the opportunity to meet and confer at the earliest practicable time following such District action.

**ARTICLE 20 - NO STRIKES/LOCKOUTS**

During the term of this Agreement, the District agrees that it will not lock out employees and the FEA agrees that its representatives and members shall not engage in or cause, instigate, encourage, sanction or condone a strike, withholding of services, work slowdown or work stoppage of any kind concerning any labor dispute at the District and any other place of employment including but not limited to sympathy strikes in support of other labor organizations.



**MOU**  
**July 1, 2021 to June 30, 2024**

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**ARTICLE 21 - EFFECT OF AGREEMENT**

To the extent there is a conflict, it is understood and agreed that the specific provisions contained in this Agreement shall prevail over District rules, regulations, policies and procedures. It is further understood and agreed that in the absence of specific provisions in this Agreement, such rules, regulations, policies and procedures shall remain in full force and effect.

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in a written amendment to the Agreement. During the term of this Agreement, the parties agree that neither the FEA nor the District shall be obligated to reopen or renegotiate any of the provisions of this Agreement.

**ARTICLE 22 - SAVINGS CLAUSE**

If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall remain in effect and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

MOU  
July 1, 2021 to June 30, 2024

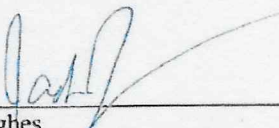
ARTICLE 23 - TERM OF AGREEMENT

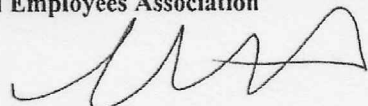
This Agreement shall be effective July 1, 2021 and shall remain in effect until June 30, 2024. Either Party may request in writing to commence negotiations for a successor Agreement up to six months before the expiration of this Agreement.

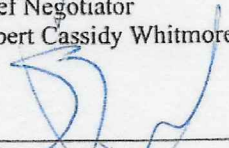
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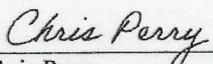
For Midpeninsula Regional Open Space  
District

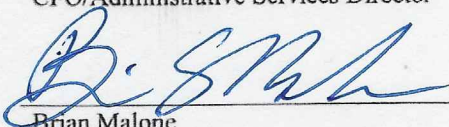
For Midpeninsula Regional Open Space District  
Field Employees Association

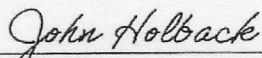
  
\_\_\_\_\_  
Jack Hughes  
Chief Negotiator  
Liebert Cassidy Whitmore LLC

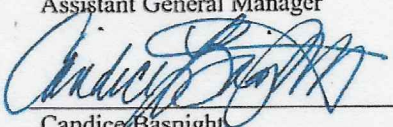
  
\_\_\_\_\_  
Tim Cantillon  
Labor Representative

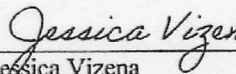
  
\_\_\_\_\_  
Stefan Jaskulak  
CFO/Administrative Services Director

  
\_\_\_\_\_  
Chris Perry  
Lead Open Space Technician

  
\_\_\_\_\_  
Brian Malone  
Assistant General Manager

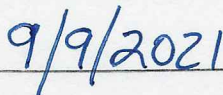
  
\_\_\_\_\_  
John Holback  
Lead Open Space Technician

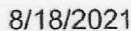
  
\_\_\_\_\_  
Candice Basnight  
Human Resources Manager

  
\_\_\_\_\_  
Jessica Vizena  
Open Space Technician

Approved by District (date):

Approved by FEA (date):

  
\_\_\_\_\_  
9/9/2021

  
\_\_\_\_\_  
8/18/2021

**MOU**  
**July 1, 2021 to June 30, 2024**

**APPENDIX A - DISTRICT SALARY RANGES EFFECTIVE 7/12/2021**

Range	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7		Step 8		Step 9		Step 10		Range
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	
1	3470	20.0189	3556	20.5126	3644	21.0254	3736	21.5513	3829	22.0903	3926	22.6488	4023	23.2070	4125	23.7982	4226	24.3825	4333	24.9992	1
2	3556	20.5126	3644	21.0254	3736	21.5513	3829	22.0903	3926	22.6488	4023	23.2070	4125	23.7982	4226	24.3825	4333	25.0102	4441	25.6226	2
3	3642	21.0124	3733	21.5383	3827	22.0772	3925	22.6422	4020	23.1942	4123	23.7851	4224	24.3694	4331	24.9864	4437	25.5966	4549	26.2460	3
4	3733	21.5383	3827	22.0772	3925	22.6422	4020	23.1942	4123	23.7851	4224	24.3694	4331	24.9864	4437	25.5966	4549	26.2460	4663	26.9018	4
5	3824	22.0644	3921	22.6227	4018	23.1811	4118	23.7591	4222	24.3564	4328	24.9668	4435	25.5838	4547	26.2330	4661	26.8889	4778	27.5642	5
6	3921	22.6227	4018	23.1811	4118	23.7591	4222	24.3564	4328	24.9668	4435	25.5838	4547	26.2330	4661	26.8889	4778	27.5642	4896	28.2459	6
7	4018	23.1811	4118	23.7591	4222	24.3564	4328	24.9668	4435	25.5838	4547	26.2330	4661	26.8889	4778	27.5642	4896	28.2459	5018	28.9472	7
8	4114	23.7331	4220	24.3434	4324	24.9474	4432	25.5707	4545	26.2200	4657	26.8694	4773	27.5381	4894	28.2330	5015	28.9342	5140	29.6550	8
9	4220	24.3434	4324	24.9473	4432	25.5707	4545	26.2200	4657	26.8694	4773	27.5381	4894	28.2330	5015	28.9342	5140	29.6550	5270	30.4018	9
10	4322	24.9344	4430	25.5577	4543	26.2071	4654	26.8498	4770	27.5187	4890	28.2135	5013	28.9212	5138	29.6420	5265	30.3757	5399	31.1485	10
11	4430	25.5577	4543	26.2071	4654	26.8498	4770	27.5187	4890	28.2135	5013	28.9212	5138	29.6420	5265	30.3757	5399	31.1485	5533	31.9212	11
12	4538	26.1811	4651	26.8304	4768	27.5056	4887	28.1940	5010	28.9018	5135	29.6226	5263	30.3628	5396	31.1290	5530	31.9017	5667	32.6938	12
13	4651	26.8304	4768	27.5056	4887	28.1940	5010	28.9018	5135	29.6226	5263	30.3628	5396	31.1290	5530	31.9017	5667	32.6938	5810	33.5183	13
14	4765	27.4927	4885	28.1810	5007	28.8887	5132	29.6095	5260	30.3433	5392	31.1095	5526	31.8822	5664	32.6745	5805	33.4925	5952	34.3367	14
15	4885	28.1810	5007	28.8887	5132	29.6095	5260	30.3433	5392	31.1095	5526	31.8822	5664	32.6745	5805	33.4925	5952	34.3367	6099	35.1873	15
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17	5128	29.5837	5257	30.3303	5387	31.0771	5524	31.8691	5660	32.6549	5802	33.4730	5947	34.3107	6096	35.1678	6249	36.0509	6405	36.9535	17
18	5253	30.3044	5384	31.0640	5521	31.8497	5657	32.6354	5799	33.4536	5944	34.2912	6092	35.1483	6245	36.0315	6402	36.9339	6561	37.8495	18
19	5384	31.0640	5521	31.8497	5657	32.6354	5799	33.4536	5944	34.2912	6092	35.1483	6245	36.0315	6402	36.9339	6561	37.8495	6725	38.7976	19
20	5518	31.8368	5653	32.6159	5795	33.4340	5940	34.2717	6090	35.1354	6242	36.0119	6399	36.9146	6557	37.8301	6722	38.7782	6888	39.7390	20
21	5653	32.6159	5795	33.4340	5940	34.2717	6090	35.1354	6242	36.0119	6399	36.9146	6557	37.8301	6722	38.7782	6888	39.7390	7060	40.7326	21
22	5792	33.4146	5938	34.2587	6084	35.1028	6238	35.9860	6393	36.8820	6554	37.8107	6717	38.7521	6885	39.7197	7057	40.7131	7233	41.7261	22
23	5938	34.2587	6084	35.1028	6238	35.9860	6393	36.8820	6554	37.8107	6717	38.7521	6885	39.7197	7057	40.7131	7233	41.7261	7415	42.7780	23
24	6081	35.0834	6234	35.9665	6390	36.8626	6550	37.7911	6714	38.7327	6881	39.7001	7054	40.6935	7229	41.7066	7409	42.7455	7596	43.8233	24
25	6234	35.9666	6390	36.8626	6550	37.7911	6714	38.7327	6881	39.7001	7054	40.6935	7229	41.7066	7409	42.7455	7596	43.8233	7785	44.9413	25
26	6385	36.8366	6545	37.7586	6710	38.7131	6878	39.6806	7048	40.6611	7225	41.6806	7406	42.7260	7590	43.7909	7780	44.8818	7974	46.0052	26
27	6545	37.7586	6710	38.7131	6878	39.6806	7048	40.6611	7225	41.6806	7406	42.7260	7590	43.7909	7780	44.8818	7974	46.0052	8175	47.1610	27
28	6706	38.6872	6873	39.6548	7045	40.6417	7220	41.6546	7401	42.7001	7587	43.7715	7775	44.8559	7970	45.9792	8168	47.1220	8373	48.3037	28
29	6873	39.6548	7045	40.6417	7220	41.6546	7401	42.7001	7587	43.7715	7775	44.8559	7970	45.9792	8168	47.1220	8373	48.3037	8582	49.5116	29
30	7041	40.6223	7217	41.6353	7396	42.6675	7583	43.7454	7772	44.8363	7965	45.9532	8163	47.0961	8368	48.2779	8576	49.4791	8792	50.7257	30
31	7217	41.6353	7396	42.6675	7583	43.7454	7772	44.8363	7965	45.9532	8163	47.0961	8368	48.2779	8576	49.4791	8792	50.7257	9011	51.9854	31
32	7392	42.6482	7576	43.7065	7766	44.8040	7961	45.9272	8159	47.0701	8363	48.2453	8752	49.4531	8787	50.6933	9006	51.9595	9233	53.2647	32
33	7576	43.7065	7766	44.8040	7961	45.9272	8159	47.0701	8363	48.2453	8752	49.4531	8787	50.6933	9006	51.9595	9233	53.2647	9463	54.9593	33
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39	8771	50.6205	8991	51.8686	9217	53.1738	9445	54.4918	9682	55.8556	9924	57.2516	10172	58.6866	10427	60.1541	10689	61.6670	10952	63.1865	39
40	8996	51.8427	9209	53.1284	9440	54.4594	9676	55.8231	9918	57.2191	10166	58.6476	10421	60.1216	10680	61.6151	10947	63.1540	11221	64.7384	40
41	9209	53.1284	9440	54.4594	9676	55.8231	9918	57.2191	10166	58.6476	10421	60.1216	10680	61.6151	10947	63.1540	11221	64.7384	11503	66.3618	41
42	9434	54.4271	9670	55.7906	9913	57.1932	10160	58.6151	10415	60.0892	10673	61.5761	10941	63.1216	11216	64.7059	11494	66.3098	11782	67.9721	42
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47	10661	61.5047	10930	63.0567	11201	64.6215	11481	66.2384	11769	67.9007	12062	69.5889	12365	71.3356	12673	73.1148	12991	74.9459	13316	76.8224	47
48	10922	63.0112	11194	64.5826	11475	66.1994	11763	67.8618	12056	69.5564	12357	71.2901	12666	73.0757	12983	74.9004	13307	76.7705	13640	78.6925	48
49	11194	64.5826	11475	66.1994	11763	67.8618	12056	69.5564	12357	71.2901	12666	73.0757	12983	74.9004	13307	76.7705	13640	78.6925	13981	80.6600	49
50	11463	66.1341	11754	67.8097	12049	69.5110	12349	71.2448	12660	73.0369	12974	74.8486	13298	76.7186	13633	78.6537	13973	80.6146	14322	82.6275	50
51	11754	67.8097	12049	69.5110	12349	71.2448	12660	73.0369	12974	74.8486	13298	76.7186	13633	78.6537	13973	80.6146	14322	82.6275	14680	84.6924	51
52	12042	69.4721	12341	71.1993	12652	72.9914	12967	74.8095	13291	76											