

Memorandum of Agreement (MOA)

**Midpeninsula Regional Open Space
District
and
Midpeninsula Regional Open Space
District Field Employees Association**

July 1, 2012 – June 30, 2015

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July 1, 2012 to June 30, 2015

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ARTICLE 1 – PREAMBLE

This Memorandum of Agreement (hereinafter, "Agreement") is entered into by the Midpeninsula Regional Open Space District, a public agency, (hereinafter, "District") and Association the Midpeninsula Regional Open Space District Field Employees Association hereinafter Association"). This Memorandum of Agreement 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 exclusive bargaining representative for all employees in the classifications of Ranger, Lead Open Space Technician, Open Space Technician, Equipment Mechanic Operator, and Farm Maintenance Worker.

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 Association is the recognized bargaining representative for the employee's representation unit and give the employee a current copy of the Agreement. In addition, the District shall have new hires complete an authorization form for payroll deduction of Association dues or service fee in amounts determined by the Association. The service fee amount shall not exceed the standard periodic dues and general assessments of the Association. Once the Association notifies the District of the bi-weekly dues and service fee amounts, those amounts will remain the same and may only be changed once annually thereafter.

B. Agency Shop/Maintenance of Membership

Bargaining unit members employed by the District as of the ratification date of this Agreement shall, within thirty (30) days of ratification, either join the Association and authorize payment of Association dues, or authorize payment of the service fee. Bargaining unit members who are members of the Association shall maintain their membership in the Association for the duration of this Agreement, provided, however, that employees may resign membership and opt for agency fee status during the two (2) week period immediately following ratification of a successor Agreement and during the first two (2) weeks in every calendar year, if any, that the agreement is in existence. Any Association member may exercise his or her rights to resign by giving written notice to the Association prior to or during the above resignation periods.

C. Religious Objection to Association Dues

In the event an employee states a religious objection to paying the Association fees, the District will notify the Association and will not require the employee to complete a payroll deduction authorization form.

D. Objections to Amount of Agency Fee

A non-member unit employee who is subject to the payment of an agency fee hereunder, shall have the right to object to any part of that fee payable by him or her which is in aid of Political Action committees, or of activities or causes of a partisan political or ideological nature, or that is applied toward the cost of benefits available only to Association members, or that is utilized for expenditures that are not necessarily or reasonably incurred for the purpose of performing the duties incident to meeting and conferring or administering the MOU.

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1. The Association shall be fully responsible for expending funds received under this article in a manner that is consistent with all legal requirements and limitations for expenditures of representation service fees or employee dues which are applicable to public sector labor organizations. Prior to a non-member unit employee having any obligations to pay a representation service fee hereunder, the Association shall make available a detailed financial report in the form of a balance sheet and an operating statement certified as to its accuracy and completeness by its President and Treasurer or corresponding Principal Officer or by a Certified Public Accountant. A timely copy of financial reports required under or referred to in the Labor-Management Disclosure Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement. The Association agrees to update and provide this financial information to unit employees and the District on or before September 1 of each calendar year. This financial information must itemize and adequately describe all categories of expenses. This financial information must cover local expenditures as well as uses made by county, state, national and international organizations with which the Association is directly or indirectly affiliated and to whom the Association transmits a portion of its dues and/or representation service fee funds.
2. The Association shall make available, at its expense, an expeditious administrative appeals procedure to non-member unit employees who object to the payment of any portion of the representation service fee. Such procedure shall provide for a prompt decision to be made and the impartial decision-maker jointly selected by the association and the objecting employee(s). The Association shall make available a copy of such procedure to non-member unit employees and the District prior to the time that any non-member unit employee becomes subject to the payment of representation service fees.
3. When an authorized agent of the District is served with written notice by a non-member unit employee or employees, or by the Association, that a dispute exists involving employee rights with respect to: 1) representation service fee expenditures or associated Association obligations; or 2) the employee exemption described in this section, the Association shall thereafter deposit such disputed dues or fees in an interest bearing escrow or comparable account pending final resolution of the dispute, and shall so advise, in writing, the other and the complaining employees. The District shall not be obligated to take any other or further action pending the resolution of the dispute. Final resolution as used in this subdivision shall mean resolution of the dispute by way of legally binding settlement agreement between the employee(s) and the Association, or non-appealable final judgment of an administrative agency, the Public Employment Relations Board and/or court of competent jurisdiction. The sole obligation of the District with respect to such disputes is as set forth in this paragraph. The District shall not be made a party to administrative or court proceedings, except to the limited extent when such administrative body and/or court determine such to be necessary for the purpose of enforcing its order or judgment. In such event, the Association shall pay the District's attorneys' fees and costs, as further described in this section.

E. Revocation of Agency Shop

The agency shop provisions of this Article may be revoked by the Association membership in the manner provided under Section 3502.5(b) of the California Government Code. In the event of revocation, provisions for Maintenance of Membership shall remain in force. Notwithstanding any of the above, Agency Shop and Maintenance of Membership provision shall also expire at any point when the Association ceases to be the recognized collective bargaining representative for the unit.

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F. Acknowledgement

The parties acknowledge that the Association does not contain management employees and that the law precludes the parties from applying agency shop requirements to such employees.

SECTION 2.3 - NOTICE OF CHANGES

The Association 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 the meet and confer or meet and consult process.

SECTION 2.4 - FEA REPRESENTATIVE/RELEASE TIME

The Association 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 their Supervisor and notification to the Operations Manager and Human Resources Supervisor, from their duties, with no loss of pay or benefits. The Association 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) Association Representatives may be released for purposes of collective bargaining.

Up to two (2) Association Representatives may be released for purposes of meeting and conferring or meeting and consulting.

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

SECTION 2.5 – ASSOCIATION NOTICES AND ACTIVITIES

A. Bulletin Boards

The District agrees to provide bulletin board space for Association notices at both field offices (Skyline and Foothills). If the Association posts any material which the District deems inappropriate, the Association agrees to meet to discuss the challenged material within 48 hours (excluding holidays and weekends) of notice from the District.

B. Communication

The Association may distribute information and material to and receive information and material from employees through normal channels. For purposes of this Section, normal channels shall refer to the District's Pony system, e-mail, facsimile machine and telephone.

C. Visit by Field Representative

The Association Labor Representative may have access to unit employees at either field office (Skyline and Foothills). 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 Operations Manager.

D. Board Meeting Agendas

The District shall provide the Association with agendas for Regular and Special Meetings of the Board of Directors and packet materials at no charge. The District shall also provide the Association with agendas for the Board of Directors Legislative, Finance, and Public Affairs

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committee meetings. Agendas shall be e-mailed to the Association'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. The Association agrees that the District will not pay any split shift differentials as a result of flex scheduling under this provision.

SECTION 2.6 - HOLD HARMLESS

The Association hereby agrees to defend, indemnify and hold harmless the District and its 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 three (3) field staff representatives for the District safety committee. The representatives shall come from the bargaining unit at large, except no more than two (2) shall come from any geographical area. When there are two (2) from the same geographical area, they must be from different classifications. (For purposes of this section, Open Space Technician, Lead Open Space Technician, Equipment Mechanic-Operator and Farm Maintenance Worker are considered one classification.)

ARTICLE 3 - NO DISCRIMINATION

No District employee shall be discriminated against because of race, religious creed, political affiliation, Association activity, color, national origin, ancestry, sex, sexual orientation, age, marital status, medical condition, or physical or mental disability. All employees must comply with the District's Nondiscrimination and Sexual Harassment Policy.

ARTICLE 4 - DISTRICT RIGHTS

Except as expressly limited by this Agreement, and as thereafter amended or modified, it is understood and agreed by the Association 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.

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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.

The work period for maintenance employees on the 9/80 alternative work schedule shall be regular and recurring, commencing at 11:00 A.M. on Monday and ending at 10:59 A.M. on the following Monday.

The work period for Rangers on the 9/80 alternative work schedule shall be regular and recurring, commencing at the mid-shift hour of either Saturday or Sunday depending on their assigned days off.

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

1. Rangers shall be assigned to a work schedule of either a) five (5) days per week, eight (8) continuous hours per day with two (2) consecutive days off or b) an alternate work schedule as defined below in Section 5.3.
2. Open Space Technicians/Lead Open Space Technicians/Equipment Mechanic-Operators/Farm Maintenance Workers 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, 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 (1 ½) 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. This Section shall not apply to part-time employees unless the workday exceeds eight (8) hours, or the scheduled work day, whichever is greater.

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 and used as follows:

1. If the employee wants to take the CTO on the workday in which the extra hours were worked, he/she will request the time off from his/her supervisor. Such CTO will be computed at a straight time rate.
2. If the employee does not request and use the CTO on the workday in which the extra hours are worked, the CTO will be accumulated for use or cash out at a later time. Such CTO shall be computed at a rate of one and one-half (1 ½) times the overtime hours worked. The request for CTO shall be made when the employee submits his/her time card.

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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 time card.

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 his/her residence outside of his/her regular work hours, will receive a minimum of three (3) hours of call-back time paid at time and one-half (1½). A total of one (1) hour of commute time, to and from the employees work station, 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 his/her residence outside of his/her regular work hours, will receive a minimum of one (1) hour of call-back time paid at time and one-half (1½).

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.

A. 9/80 Maintenance Classifications

1. The 9/80 schedule will be the regular year round schedule assigned to all OST/LOST/EMO 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

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off. No employee on an alternative work schedule is entitled to daily overtime as a result of working the scheduled hours in his or her alternate schedule.

A. 9/80 Ranger Alternate Work Schedule

3. The 9/80 schedule opportunity will be available to rangers and will be routed between rangers who are qualified to participate in the program based on seniority within the same field office and the groups sharing common days-off. By December 1, each group of rangers sharing common days off shall meet and alternately select, based on seniority, a four (4) week scheduling period. In the event there are four-week schedules remaining after the initial selection process, the remaining schedules will be made available to other qualified members of the group based upon seniority, rotating until all available pay periods have been filled. Requests may be canceled prior to the first Friday of the preceding schedule, except for the final schedule of the calendar year for which an earlier cancellation deadline shall be set. Canceled or otherwise available 9/80 schedules will be assigned on a rotating basis to qualified Rangers who have expressed interest prior to the first Friday of the preceding schedule.
4. The 9/80 schedule for rangers will be rotated on a scheduling cycle per each change of staff. A 9/80 schedule will normally alternate between a week of five (5) consecutive work days, consisting of one day of eight (8) hours and four days of nine (9) hours, followed by three (3) consecutive days off and a week of four (4) consecutive work days of nine (9) hours 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 an alternative work schedule is entitled to daily overtime as a result of working the scheduled hours in his or her alternate schedule.
5. A maximum of two rangers from each geographical team can be scheduled on an alternate 9/80-schedule program if the team has at least four (4) full-time-equivalent (FTE) rangers working independently. If the team has only three FTE rangers, then only one (1) staff member for that team can have the 9/80 schedule. If the ranger team has less than three FTE team members available to work an alternate schedule as a ranger, then the 9/80 schedule will be discontinued. Minimum staffing will continue to be a priority over alternate scheduling.
6. The 9/80 schedules will not be altered to accommodate vacation requests, other than guaranteed vacations. The eight-hour day will be a weekend day.

SECTION 5.4 – MEAL PERIODS WHEN ATTENDING TRAINING

Rangers shall not receive paid meal periods when attending all-day training sessions unless specifically assigned by a supervisor to be on-call for emergencies.

SECTION 5.5 - MEAL PERIODS WHEN ASSIGNED TO VOLUNTEER PROJECTS

Maintenance staff are assigned to work a volunteer project for a minimum of four (4) hours in a work day, inclusive of the employee's normal lunch hour, shall be entitled to a paid meal period of thirty (30) minutes.

SECTION 5.6 – COURT APPEARANCES AND COURT STANDBY STATUS

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A. Court Appearances

An employee who is required to appear in court, outside of his/her regular work hours, as a witness in a matter involving the employee which occurred in the course of his/her District duties, will receive a minimum of two (2) hours of callback time paid at time and one-half (1½), as long as the court appearance does not overlap with his/her scheduled shift.

B. Court Standby

An employee who is placed by the court on standby outside of his/her regular work hours as a witness in a matter involving the employee which occurred in the course of his/her District duties, if not in conflict with the instructions of the court, may choose to report to work or remain available to the court away from work. Employees who choose to report to work will receive a minimum of two (2) hours standby time, paid at time and one-half (1½), provided the court appearance does not overlap with his/her scheduled shift.

An employee who chooses to remain available to the court away from work will receive compensation of one-half (½) of their hourly rate of pay for a minimum of two (2) hours, provided the court standby does not overlap with his/her scheduled shift or any other on-duty work time.

ARTICLE 6 - EMPLOYEE DISABILITY COVERAGE/MODIFIED DUTY

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.

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 his/her 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

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request and the documentation for completeness and immediately forward them to the Area Superintendent. The Area Superintendent 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

Effective upon Association ratification and Board approval of this MOA, annual salary adjustments shall be made at the beginning of the applicable pay period.

Upon ratification*, all employees in bargaining unit positions shall receive a 3.0 percent salary adjustment.

Effective July 1, 2013*, all employees in bargaining unit positions shall receive a 3.0 percent salary adjustment.

Effective July 1, 2014*, all employees in bargaining unit positions shall receive a 3.0 percent salary adjustment.

***Note: The salary adjustments referred to in this section shall be effective at the beginning of the closest pay period to each specific date.**

In the interest of continued collaboration, the District agrees to do a compensation study in the first (1st) year of this. A compensation study committee of two labor representatives and two management representatives shall meet and discuss the appropriate labor market, survey agencies, and benchmark positions. This committee shall meet no less than four (4) times, convening as soon as practicable. The findings of the compensation study committee shall be provided to the designated consultant hired by the District to conduct the study. The District agrees to meet and discuss the impacts and effects of the compensation study. Final determination shall rest with the District. *(In no way shall this new compensation study replace the existing Koff and Associates Classification and Compensation study, which shall be implemented upon ratification of this MOA.)*

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 \$350.00* per month toward the cost of medical insurance for regular, full time employees. (*See Section B. below.)

The District will provide same-sex domestic partner medical coverage in the CalPERS Health Program plans as provided for in this section to the extent and in the manner in which the CalPERS Health Program allows for the domestic partner's enrollment. Domestic partner shall be as defined in Section 12.1(B) (4).

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Unless the domestic partner qualifies as a dependent under Section 152 of the Internal Revenue code, domestic partner coverage cannot be paid on a pre-tax basis under the Cafeteria Plan or paid with contributions under the Cafeteria Plan. The fair market value of the domestic partner coverage, less any amount paid by the employee for that coverage must be taxed to the employee as income.

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 Health Care 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 to maintain the level of contribution described below whenever the premium cost for medical, dental or vision insurance changes.

1. Effective January 1, 2013 the District will provide contributions to the Cafeteria Plan sufficient to cover the one-party premium of the lowest cost HMO (over and above the \$350.00) and will pay eighty five percent (85%) of the difference between the lowest cost HMO one-party plan and the lowest cost HMO 2-party or family plan premiums, as may be selected by the employee. If the employee selects a more expensive plan than the lowest cost HMO, the employee will pay 100% of the additional premium cost above what is paid for by the District under the lowest cost HMO plans as described above.
2. In the event CalPERS offers a medical insurance plan with lower premiums than the lowest cost HMO, 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.
3. If an employee provides evidence that he/she is covered under a non-District medical plan, basically equivalent to that provided by the District, he/she may elect to waive such coverage through the District. Employees waiving medical coverage will receive contributions under the Cafeteria Plan equivalent to one-half of the one-party rate of the lowest cost HMO, and may elect to apply such contribution toward other qualified benefit costs or receive the difference in cash.
4. 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.

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

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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.

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

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.

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 the full cost of the program.

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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 agrees to continue its contract with the California Public Employees' Retirement System (CalPERS) to provide the local Miscellaneous 2.5% at 55 Retirement Plan. Employees shall continue to contribute 2.0% toward the employee PERS contribution of providing this retirement formula.

In addition to the current employee PERS contribution of 2.0%, upon ratification, employees shall pay an additional 2.0% of the employee PERS contribution for a total of 4.0%.

Effective July 1, 2013, employees shall pay an additional 2.0% of the employee PERS contribution for a total of 6.0%.

Effective July 1, 2014, employees shall pay an additional 2.0% of the employee PERS contribution for a total of 8.0%.

Pursuant to AB 340, a new defined benefit formula of 2% @ age 62 shall be effective January 1, 2013. Therefore, effective January 1, 2013, or soon thereafter as allowed by the CalPERS, the District shall amend its agreement with CalPERS to implement the retirement formula under *Government Code Section 21535* (2% @ 62) for Miscellaneous employees. The formula shall be based upon a three (3) year average salary. These changes shall apply to all new CalPERS members' Miscellaneous eligible employees. Effective January 1, 2013 or soon thereafter, Miscellaneous employees with the above retirement formula (2% @ 62) shall pay the full CalPERS employee member contribution and the District shall pay 0%.

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 his/her CalPERS medical plan coverage during retirement. The District will continue to contribute Three Hundred Fifty Dollars (\$350.00) per month toward the cost of such employee's retiree medical plan premium.

N. Indexed Level of 1959 Survivor Benefits

Upon ratification, or soon thereafter as allowed by the CalPERS, the District shall amend its agreement with CalPERS to implement the Indexed Level of 1959 Survivor Benefits under *Government Code Section 21574.5*.

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 equivalent to five (5) percent above the employee's present salary

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(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 month	0.0 percent
2 to 3 months	1.0 percent
4 to 5 months	2.0 percent
6 to 7 months	3.0 percent
8 to 9 months	4.0 percent
10 to 12 months	5.0 percent

*Month is equivalent to 30 days. Add total days since last annual evaluation and divide by 30. Round off to nearest month.

In the case of a promotional probation, an employee, upon successful completion of probation in the new position is eligible for a five-percent increase if appointed at the beginning step of the salary range. If an employee is appointed above the beginning step of the salary range, the employee, upon successful completion of probation in the new position is eligible for an increase equivalent to the number of steps that will place him/her five percent above the beginning of the salary range.

SECTION 7.4 - ACTING APPOINTMENTS

An employee 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 his/her 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 Association 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 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.

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Emergency – In the event of a “Declaration of an Emergency” by an Area Superintendent 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 employee cannot be verbally reached, the supervisor will leave a voice mail message, e-mail, and written note of the need for a shift change in the affected employee’s mail box.

SECTION 7.8 - PAYCHECKS

Paychecks and 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 banks are closed, the paychecks will be delivered no later than 4:00 p.m. on Thursday.

SECTION 7.9 – COMMERCIAL DRIVER’S LICENSE DIFFERENTIAL FOR OPEN SPACE TECHNICIAN AND LEAD OPEN SPACE

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 – FIELD TRAINING OFFICER (FTO)

An employee acting as a “Field Training Officer” shall be paid (5) percent more than his/her current salary for the time he/she is in this assignment (primarily during the probation period of an assigned ranger trainee minus the time spent at the academy) or other specific time assigned. Approval for the acting assignment time shall be made by the Operations Manager.

SECTION 7.11 – MEDICAL TRAINER

An employee acting as a “Medical Trainer” (primarily teaching First Aid, CPR/AED, Blood Borne Pathogens, etc.) will be paid (5) percent more than his/her current salary for the time required to prepare and teach the class. Approval for the acting assignment time shall be made by the Operations 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 have no below standard rating on his/her last annual performance evaluation, 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 and will not count toward the calculation of annual salary for the purpose of computing life insurance coverage or

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long term disability (LTD) wages.

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 his/her 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 Association 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. An Association 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. The parties agree that any individual rating of “Below Standard” in any area must be based on incidents about which the employee was given notice at the time they occurred. The supervisor will make clear to the employee that 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 Probation**
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 twelve (12) months of employment.
- 2. An overall “Meets Standard” evaluation at completion of probation will result in an automatic five-percent increase in pay.

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 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.
- 2. **Annual Performance Evaluation**
Regular employees will receive Annual Performance Evaluations twelve (12) months after completion of probation and every twelve (12) months thereafter. Annual Performance Evaluations can result in merit pay increases as provided in Section 8.3 below.

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SECTION 8.3 – ANNUAL PERFORMANCE EVALUATIONS FOR REGULAR EMPLOYEES:

OVERALL RATINGS/MERIT INCREASES

A. Meets Standard

A. Ranger, Equipment Mechanic-Operator, and Lead Open Space Technician

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 his/her salary range.

B. Open Space Technician and Farm Maintenance Worker

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 his/her salary range.

B. Below Standard

1. Ranger, Equipment Mechanic-Operator, and Lead Open Space Technician

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 and Farm Maintenance Worker

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 Operations 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 his/her 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 Supervisor; (2) the employee's representative; and (3) the General Manager or his/her designee.

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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 his/her 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 Ranger, Equipment Mechanic-Operator, and Lead Open Space Technician, no more than three (3) areas of performance are rated “Below Standard”. For the classifications of Open Space Technician and Farm Maintenance Worker, 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 9.10.

SECTION 9.2 - ALLOWANCE AMOUNT

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Effective upon ratification, the annual allowance for replacing worn out regular or optional uniform items shall be Seven Hundred and Seventy Five Dollars (\$775). For fiscal year 2012-2013 the allowance will continue to be paid through reimbursement. Effective April 1, 2013, the Seven Hundred and Seventy Five (\$775) will be evenly distributed throughout each of the 26 pay periods.

The District shall pay any additional cost for oversized uniform items that are commercially available (not custom or tailored items).

SECTION 9.3 - ELIGIBILITY/PRORATING

Employees will become eligible to use the uniform allowance at the completion of their probationary period. With respect to the time between the probationary period completion date and the next April 1, the allowance shall be prorated based on a full year's allowance.

SECTION 9.4 - FULL ALLOWANCE

Employees shall have access to a full year's uniform allowance on April 1 following their probationary period completion date and every April 1 thereafter.

SECTION 9.5 - DIRECT USE AND RESPONSIBILITY

Employees shall use the uniform allowance directly with vendors, without prior approval from supervisors. It shall be the employees' responsibility to monitor the use of their own allowance; any expenditure, which exceeds the allowance, must be reimbursed to the District.

SECTION 9.6 - 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 9.7 - BOOTS, COVERALLS, RAINCOATS, RAINPANTS

In addition to Section 9.6 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, with the exception of work boots and optional raingear purchased all or in part with uniform allowance money, remain the property of the District.

SECTION 9.8 - 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.

Employees may opt to rebuild the same pair of boots, without limitation, and pay for the repairs from the uniform allowance. This employee option shall be completely separate and independent from the District's obligation to replace the boots with a new pair.

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SECTION 9.9- UNIFORM COMMITTEE

The parties agree to establish a joint Uniform Committee, which shall be advisory to the District during the course of the Agreement. Bargaining unit representation on the Committee shall be one (1) Ranger and one (1) Lead Open Space Technician/Open Space Technician/Equipment Mechanic-Operator/Farm Maintenance Worker of the unit's choice. District representation shall be no more than two (2) members of the Operations Manager's choice.

The Uniform Committee shall meet quarterly or upon special request to the Operations 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 Operations Manager, the District will obtain sample uniform items being considered by the Committee.

The role of the Committee is to make recommendations to the Operations Manager regarding uniform issues. The Committee's recommendation(s) to the Operations Manager and the Operations Manager's response to the recommendation(s) shall be in writing. The Association 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 Operations Manager's response to the recommendation shall be provided within thirty (30) days of receipt of the written recommendation of the Uniform Committee.

SECTION 9.10 – INITIAL REGULAR UNIFORM ITEMS PROVIDED NEW EMPLOYEES

Open Space Technician, Lead Open Space Technician, Equipment Mechanic-Operator 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

Rangers

- 1 tan long sleeve shirts
- 5 any combination of tan long/short sleeve shirts
- 1 green patrol 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
- 1 straw Stratton hat
- 1 felt Stratton hat
- 1 hat band, wind strap, and rain cover)

Refer to Uniform List for Specifications that will be part of the Administrative Operations Manual (AOM)

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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

Bargaining 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 not be taken in increments of less than one-half (½) hour, excluding integration of vacation hours with Workers' Compensation and/or State Disability Insurance, for full-time bargaining unit members or one-half (½) time the length of a regular workday for part-time members.

B. Scheduling

For vacations of one (1) regularly scheduled work day or longer, employees shall submit a vacation request by December 1 of the preceding year. No more than one (1) Ranger, Lead Open Space Technician (LOST) and Equipment Mechanic Operator (EMO) per calendar day, per Geographical Area, shall be entitled to a guaranteed vacation. No more than two (2) Open Space Technicians (OSTs) per calendar day, per Geographical area shall be entitled to a guaranteed vacation. During each annual vacation calendar request period, each employee will be limited to two (2) vacation request periods based upon seniority for the first go-around, not to exceed his/her annual accrual. Then the calendar will be re-circulated a second time for an additional two (2) vacation requests, and then re-circulated a third time for an additional two (2) vacation requests to be scheduled if scheduling opportunities exist (tied to minimum staffing level requirements). If a vacation request or total amount of time requested is going to exceed an employee's annual accrual amount, the Area Superintendent must approve such a request.

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Employees submitting requests for vacations after December 1, provided the request is submitted with ninety (90) days advance notice. Said requests shall be reviewed on a first come-first served basis. If there are no "conflicting vacation requests", the request shall be approved.

If unanticipated vacation needs arise during the course of the year, requests shall be submitted no later than the first 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

Employees who have an accrual of a minimum of one hundred twenty (120) hours of vacation in their leave balance on either December 1 or June 1 of each year may elect to cash out up to forty (40) hours of such leave. Such requests must be received in writing by December 15 or June 15 of that year. Employees will receive this vacation cash-out on or before December 31 or June 30 of that year.

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.

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.

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C. Observance

1. When workers on a 5/40 schedule who work Monday through Friday ~~employees~~, 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 workers on a 5/40 schedule who work Saturday and Sunday, holidays will be observed on the actual day they occur.
3. Workers on a 9/80 schedule observing a scheduled holiday shall received eight (8) hours of paid holiday time off. The workers 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.

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.

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 holiday falls on a day off for a worker on a 9/80- schedule, eight (8) hours shall have as his/her holiday the Tuesday following a Monday holiday that falls on his/her scheduled 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.
 - a. One and one-half (1 1/2) 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 1/2) times his/ her normal pay.
2. Work on Holiday- Compensation. A worker on a 9/80 schedule who works a scheduled holiday may choose either of the two (2) options listed in this section as follows:
 - a. The worker will be paid time and half (1 1/2) for all hours worked on the day of the holiday; eight (8) hours will be credited to the Holiday Bank.
 - b. The worker will be paid double time and one-half (2 1/2) for eight (8) hours and times and one-half (1 1/2) for hours beyond eight.

H. Holiday Bank

In the event of a holiday falling on a day off, or a unit member exercising option (1) 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.

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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.
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 personal leave time that will accrue and be allocated quarterly (the first pay period in January, April, July and October).

B. Maximum Accruals

Employees may accrue a maximum of thirty two (32) hours of Personal Leave each calendar year. Employees who reach this limit will not accrue any additional Personal Leave unless and until the amount of their accrued Personal Leave falls below this accrual limit. In that event, on the first pay period of the next quarter, employees shall accrue only the amount of 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 personal leave according to the average number of hours they work.

A unit member hired during the course of the quarter will receive a pro-rata number of personal leave hours for the remainder of that quarter.

D. Notification and Scheduling

With supervisor approval, an employee may use personal leave at his/her discretion.

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

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E. Increments

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 his/her paycheck stub.

B. Usage

1. Employees are eligible to use sick leave for the following reasons:
 - (a) Personal illness or physical disability.
 - (b) Quarantine by a physician.
 - (c) Illness or disability of an immediate family member or domestic partner requiring the employee to be unavailable for work, subject to Section 4 below.
 - (d) Employee's Compensation.
 - (e) Health care appointments, including medical, dental, vision, and Employee Assistance Program appointments.
2. Sick leave for any of the reasons above shall be recorded on the employee's time card 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 per year to care for a member of his/her immediate family or his/her 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. For purposes of Article 12, the domestic partner of an employee is defined as an unmarried person who resides with the employee and has done so for a period of at least six (6) months, and who intends to reside with the employee indefinitely and share the common necessities of life. Domestic partners will be required to complete, sign and file with the District an "Affidavit of Domestic Partnership."

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.

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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 his/ her 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 he/she 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.

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

A worker 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 Supervisor 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) days or more will be required to submit to his/her immediate supervisor verification from a physician or licensed practitioner of his/her illness or injury and ability to return to work. An employee absent on paid sick leave three (3) days or more in order to care for an immediate family member or domestic partner under Section 4 will be required to submit to his/her 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

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of absence without pay subject to Article 13, or an advance of sick leave subject to Section 12.1 (J). In the absence of such leave being granted, the absence shall be charged to other accrued leave.

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:

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

Employees who retire from the District and elect to continue CalPERS medical plan coverage during retirement may elect to 1) apply the equivalent cash value of 100% of accrued sick leave toward their cost of the retiree medical plan premiums, or 2) receive a cash payment of the percentage of equivalent cash value of accrued sick leave based on years of employment as described above, and apply the remainder of the equivalent cash value toward his/her cost of retiree medical plan premiums. 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.

The Sick leave Conversion Program related to retiree medical plan premiums as described above will not be available for those employees hired on or after July 1, 2006. Employees hired on or before June 30, 2006 that qualify for the Sick leave Conversion Program benefit will have such funds deposited into a Retirement Health Savings Account (RHS) upon their retirement from the District. This change will not affect the cash-out sick leave conversion plan or the ability to apply sick leave toward years of service credit upon retirement (as governed by CalPERS) for either group of employees.

J. Advance Sick Leave

If an employee has exhausted or will exhaust his/ her accrued sick leave, up to eighty (80) hours of sick leave may be advanced to an employee by the General Manager on a case-by-case basis to cover the employee's absence. The request must be made in writing to the General Manager in advance of the absence for which the sick leave is requested. The General Manager may request supporting statements from the employee's health care provider. Upon termination, the employee must reimburse the District for any advanced sick leave not covered by subsequent accrual.

K. 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 Memorandum of Agreement.

L. 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 applicable state or federal laws will not be considered.

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SECTION 12.2 - BEREAVEMENT LEAVE

A. Length of Leave

A leave of absence with pay not to exceed twenty four (24) consecutive working hours will be granted an employee in the event of the death of a member of his/ her immediate family. The employee may also use accrued sick leave to provide a total of forty (40) hours of paid leave when travel to distant locations or other circumstances require the employee's absence in excess of three (3) days. Employees on an alternate work schedule may use sick leave or other accrued leave to equal the appropriate number of scheduled work hours for the scheduled workweek taken as bereavement leave.

B. Definition

For purposes of bereavement leave, "immediate family" shall mean the employee's spouse or domestic partner (as defined in Section 12.1) parents, grandparents, step-parents, mother or father-in law, grandmother or grandfather in-law, children, step children, grandchildren, son or daughter-in-law, brother or sister, brother or sister-in law, aunt or uncle of the employee or spouse/domestic partner, or any relative living in the immediate household of the employee.

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 two weeks 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 Field Employees Association recognize and accept such a shift change may require the change of other represented employees schedules in order to meet established staffing needs.

SECTION 12.4 - MILITARY LEAVE

An employee who is a member of an active or reserve component of the Armed Forces of the United States, including the National Guard, who is called to active duty or mandatory training, shall be granted military leave in accordance with all applicable federal and state laws. Such leave shall be granted with pay for a period of up to one (1) month, during which time the employee shall continue to maintain all rights and benefits that accrue from compensated status, including no loss of seniority. Pay received from the government for military service during that month shall be reimbursed to the District.

SECTION 12.5 - CATASTROPHIC LEAVE

The District agrees to continue the Catastrophic Leave Program appearing as Appendix B of this agreement.

SECTION 12.6 – ADMINISTRATIVE LEAVE

An employee who has been temporarily relieved from performing his/her job duties may be granted an administrative leave of absence with pay. 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.

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ARTICLE 13 - FAMILY MEDICAL LEAVES AND LEAVES WITHOUT PAY

In accordance with the District policies, (see Appendix C and Appendix D), an employee who has been employed for at least twelve (12) months and has worked for at least 1250 hours during the twelve (12) month period immediately preceding the beginning of the leave, shall be eligible for up to six (6) months family leave for their own serious medical condition, and up to four (4) months to provide care to a spouse, domestic partner, parent, child or for the birth or adoption of a child in compliance with the applicable federal and state family and medical leave provisions. Family and medical leave shall be taken concurrently with other available paid leave. Pregnancy Disability Leave (PDL) shall be administered in accordance with applicable statutes.

SECTION 13.1 - GENERAL LEAVE

A. Duration

A regular employee with at least one (1) year's 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 5 days or less shall be directed in writing to the Operations Manager for approval and shall contain justification for the leave.

Request for such leave of longer than 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 by paying the full costs of the premiums.

D. Parental Leave

An employee may request general leave for purposes of caring for his/her children (either natural or adoptive).

E. 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, his/her 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.

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.

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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 a grade of "C" or "credit". 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.

The District agrees to establish a yearly fund of Two Thousand Dollars (\$2,000.00) for the bargaining unit.

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 Agreement (MOA) 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 Discipline Section of the MOA (Article 17).

Notwithstanding the above, Peace Officers may file a grievance in the case of any action that entitles a Peace Officer to an administrative appeal under the Public Safety Officers Procedural Bill of Rights Act by using the procedures set out in Section 15.2(B).

- C. A "grievant" is any unit member, group of members, or the Association adversely affected by an alleged violation of the specific provisions of the MOA 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. An Association Staff Member is a paid employee of the Association. The term "Association Representative" shall mean either a Steward or an Association Staff Member.

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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.** Steps I through IV of this Grievance Procedure shall constitute the administrative appeal required by Section 3304(b) of the Public Safety Officers Procedural Bill of Rights Act for any appeal of punitive action involving a peace officer enumerated in Section 3303 of the Act except that suspension, demotion, or discharge may be appealed through Step V.
- C.** 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.
- D.** 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.
- E.** 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. 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/Association may move the grievance to the next step.

- F.** FEA Representative may be granted time off from duty to process grievances provided that forty-eight (48) hours' advance notice is provided to the Operations 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) Association Representative. The Association Representative shall not be a person subject to or involved in the matter which is the subject of the grievance. An Association 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 his/her immediate supervisor, the grievant may appeal the grievance to Step II.

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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 Superintendent 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 MOA 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 Association Staff Member.
- C.** At the request of either side a meeting will be held between the grievant's Area Superintendent, the grievant and the appropriate Association Representative to attempt to resolve the grievance informally. In any event, the Area Superintendent 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 Association 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 Operations Manager and a copy to the Human Resources Supervisor 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 Operations Manager, in consultation with the Assistant General Manager, and the grievant and his/her Association Representative in an attempt to resolve the matter informally. With forty-eight (48) hours notice to the District, the Association Staff Member may join the grievant and the Steward in the Step III conference. In any event, the Operations Manager shall issue a written decision on the grievance within fifteen (15) working days of receipt of the appeal, with a copy to the Association 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 Supervisor, 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 Association 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 Association office.

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 his/her designee, in accordance with the requirements of the Public Safety Officers Procedural Bill of Rights Act.

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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 binding arbitration. No disciplinary grievance or a written reprimand may be submitted to binding arbitration. As to such action, 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 State Mediation and Conciliation Service (SMCS) to provide a list of seven (7) persons qualified to act as arbitrators. Absent the parties reaching a stipulation as to an arbitrator, the parties shall meet as soon as practical to select the arbitrator. The right to strike the first name shall be determined by lot and the parties shall alternatively strike one name from the list until only one name remains, and that person shall serve as the arbitrator.
- B.** The arbitrator shall hold a hearing on the issue submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue, and render a written decision. The conduct of the arbitration proceedings shall be governed by California Code of Civil Procedure Section 1280 et seq.
- C.** Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by law. No arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless the grievant is an employee in a unit represented by the Association 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 Agreement or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Agreement nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. No arbitrator shall have the power to amend or modify this Memorandum of Agreement 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 Agreement shall be considered as grievances.
- F.** Where either party claims a matter is not subject to the arbitration provisions of the Memorandum of Agreement, the issue of arbitrability shall first be decided by the arbitrator without regard to the merits of the grievance. If the issue is held to be arbitrable, the arbitration may, at the request of either party, be recessed for up to for up to five (5) working days to determine if the grievance can be resolved. If it cannot, the arbitration proceedings shall be resumed and the arbitrator shall hear and resolve the issue on the merits.
- G.** The parties agree that any and all costs associated with arbitration, including but not limited to such items as court reporters, transcripts and the arbitrator's fee shall be divided equally between the District and the Association. Each party shall bear their own cost of representation.

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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.

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 Association at least thirty (30) days notice. Such notice shall describe the classifications affected and the circumstances requiring the layoff. Upon request, the Association 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 Association 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 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.

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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.

SECTION 16.7 - RIGHTS RESTORED

Upon re-employment of a unit member from a re-employment list, all rights acquired prior to his/her 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

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- 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;
 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 Superintendent 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 Association. 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 Superintendent upon recommendation of the employee's immediate supervisor. The reprimand will serve as official notice to the employee that the

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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 written reprimand may be used in conjunction with a Plan for Individual Improvement in the same manner as set forth in Subsection C above. The employee shall receive a copy of the reprimand at the time it is prepared and a copy shall be sent to the Association. 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 in the employee's personnel file. The employee's response shall be directed to the Area Superintendent.

1. Employees will have the right to Association 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 Operations 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 Operations 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, except when a Peace Officer is entitled to an administrative appeal under the Public Safety Officers Procedural Bill

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of Rights Act as provided by Section 15.1(B). Where an administrative appeal is required by the Public Safety Officer's Procedural Bill of Rights the procedures set out in Section 15.2(B) shall apply.

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 a 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 Association. 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 Association representation.

SECTION 17.9 - ELECTRONIC RECORDING

Electronic recording of the pre-discipline conference under Section 17.8 (e) 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.

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ARTICLE 18 - PROBATIONARY PERIOD

SECTION 18.1 - LENGTH OF PROBATION

A. Initial Hires

1. Lead Open Space Technicians, Open Space Technicians, Equipment Mechanic-Operators, and Farm Maintenance Workers

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

B. Promotional Appointments

1. Lead Open Space Technicians, Open Space Technicians, Equipment Mechanic-Operators, and Farm Maintenance Workers

All persons promoted to the regular position of Lead Open Space Technician, Open Space Technician, Equipment Mechanic-Operator, 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.

2. Rangers

All persons promoted to the regular position of Ranger who have satisfactorily passed the probationary period of their current position shall complete a standard promotional probationary period of at least nine (9) 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 his/her 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 he/she 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."

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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 transfer work presently performed by the bargaining unit to an independent contractor where such contracting out will result in the layoff or loss by attrition of any bargaining unit member, or will result in the permanent transfer of work presently performed by the bargaining unit away from the unit. Expressly excluded from this requirement is work currently or customarily let out to contractors, contracting out to meet a temporary need or for emergency purposes, and contracting out where the labor estimate does not exceed Twenty Five Thousand Dollars (\$25,000.00). Mutual aid and cooperation agreements between the District and other government agencies are also excluded.

The bargaining unit shall have the opportunity to meet and confer with the District on the effect of such contracting out upon the bargaining unit prior to such District action. In cases of emergency, the Association shall have the opportunity to meet and confer regarding the effect of such contracting out 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 Association 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.

The District recognizes employees' rights to honor picket lines in the event of a strike sanctioned by the Central Labor Council of either Santa Clara or San Mateo Counties. This right will not pertain to park areas within the District covered by Mutual Assistance Agreements with other agencies.

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 Association 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.

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ARTICLE 23 - TERM OF AGREEMENT

This Agreement shall be effective the first (1st) day of July 2012 and shall remain in effect until the thirtieth (30th) day of June 2015. The Agreement shall be automatically renewed from year to year thereafter, unless either party serves the other party written notice of intention to terminate or modify said Agreement no more than one hundred and twenty (120) but no less than ninety (90) days prior to the expiration of the term or any extended term of the Agreement.

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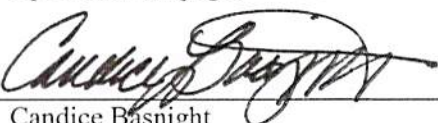
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For Midpeninsula Regional Open Space
District

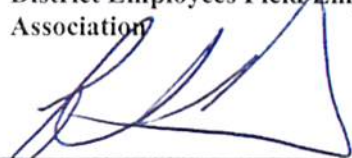

Deborah Glasser
Chief Negotiator
Deborah Glasser Labor Relations



Kate Drayson
Administration Services Manager



David Sanguinetti
Operations Manager



Candice Basnight
Human Resources Supervisor


For Midpeninsula Regional Open Space
District Employees Field Employees
Association


Tim Cantillon
Labor Representative


Brad Pennington
Ranger


Kerry Carlson
Ranger


Elisa Stanton
Ranger


Grant Kern
Equipment Mechanic Operator

Approved by District (date):

11-28-12

Ratified by MROSDFEA (date):

10-30-12

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APPENDIX B - CATASTROPHIC LEAVE PROGRAM

Purpose

The Catastrophic Leave Program is designed to assist District employees (called receiving employees) who have exhausted paid time credits due to a serious, catastrophic or debilitating illness, injury or condition of the employee or of a member of the employee's immediate family (as defined in Section 12.1B.[4]). This program allows other District employees (called donating employees) to make grants of time to that employee so that he/she can remain in a paid status for a longer period of time, thus partially reducing the financial impact of the illness, injury or condition. The grants of time donated to the receiving employee are converted to sick leave for use by the receiving employee.

Conditions for Receiving Employees

There are four criteria for eligibility as a receiving employee. The receiving employee must:

1. Be a regular full- or part-time District employee;
2. Exhaust all available paid leave time, including sick leave*¹, vacation, personal leave, holiday or holiday bank time, and compensatory time off;
3. Have a sustained, serious or debilitating illness, injury or condition which may need to be verified by a doctor's report, or have a member of the immediate family with a sustained, serious or debilitating injury, illness or condition which requires the employee's absence from work to care for the family member;
4. Be prevented from returning to work for at least thirty (30) days and have applied for a disability or family care leave of absence without pay.

To apply to be a receiving employee under the Catastrophic Leave Program, an employee completes an Application for Catastrophic Leave. The application is submitted to the Human Resources Supervisor for approval.

An employee may be asked to submit supporting medical documentation (i.e., a statement from his/her doctor) with the application. Approval or rejection for participation must be made by the Human Resources Supervisor within two (2) weeks after the completed application is submitted. An employee may be asked to verify his/her status for continuing eligibility for the program.

If an employee's application is approved, the Human Resources Supervisor will contact the employee or his/her family members to determine the degree to which the employee's or family member's catastrophic illness, injury or condition is to be disclosed for the purposes of soliciting donations.

The Human Resources Supervisor will distribute a Donation of Accrued Time Credits form to all full-time and part-time District employees so they can specify donations they wish to make to the receiving employee.

Benefits available to a receiving employee participating in the program will be treated as though the additional sick leave credited to him/her belongs to him/her. For as long as a receiving employee remains in a paid status, seniority, sick leave and vacation accrual and all benefits will continue as though the sick leave were his/hers.

The total credits received by the employee shall not exceed the amount of time the employee is required to be absent from work because of his/her medical condition plus up to a maximum of eighty (80) hours of sick leave

*1 In the event the General Manger has refused to extend the seventy two (72) hour limit on sick leave usage for care of a family member (Section 12.1B.[4]), such refusal shall render this criterion fulfilled, even if the Receiving Employee retains sick leave on the books.

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balance upon return to full time/non-intermittent status and shall normally not exceed three (3) months; however, if approved by the General Manager, the total leave credits received may be up to a maximum of six (6) months.

Conditions for Donating Employees

Donations must be made to a specific person on a form signed by the donating employee and submitted to the Human Resources Supervisor. All donation information will be considered confidential. A donating employee can, if he/she chooses, inform the receiving employee of the donation made.

Employees may donate the following types of accrued time credits:

- ◆Vacation time
- ◆Personal paid leave time
- ◆Holiday bank time
- ◆Compensatory time off (non-exempt employees)
- ◆Sick leave -- one hour of accrued sick leave may be donated for every two (2) hours of other types of accrued leave time

Donations must be made in one-hour increments. The Human Resources Supervisor may utilize appropriate and reasonable mechanisms in administering the donations to assure that:

1. the employee receiving donations does not receive an excessive amount beyond his/her need;
2. employees donating leave have sufficient sick leave time remaining;
3. upon the receiving employee's return to full-time, non-intermittent status, the employee shall not have more than eighty (80) hours of sick leave balance.

These objectives shall be accomplished by holding the sick leave donations in abeyance until the total need is finally determined and, requiring that any donating employee has a minimum of forty (40) hours of sick leave balance after the donation is made. The donations will be converted to sick leave time and credited to the receiving employee's sick leave time balance on an hour-for-hour basis. The pay the receiving employee receives will be at his/her own rate of pay.

Donations, once credited to the receiving employee, are forfeited forever by the donating employee.

In order to donate, an employee must submit a Donation of Accrued Time Credits form to the Human Resources Supervisor for processing.

APPENDIX C– FAMILY AND MEDICAL LEAVE

The Midpeninsula Regional Open Space District will provide Family/Medical Leave for eligible employees as required by state and federal law. This policy summarizes employees' rights and obligations under the Federal Family and Medical Leave Act of 1993 ("FMLA") and the California Family Rights Act ("CFRA").

Eligibility requirements

An employee is eligible for Family/Medical Leave under this policy if the employee:

- * Has been employed for at least twelve (12) months; and
- * Has been employed for at least 1,250 hours during the 12-month period immediately preceding the beginning of the leave.

Reasons for Leave

Family/Medical Leave is permitted for the following reasons:

- * The birth of a child or to care for a newborn of an employee;
- * The placement of a child with an employee in connection with the adoption or foster care of a child;

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- * Leave to care for a child, parent, domestic partner or a spouse who has a serious health condition; or
- * Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.

Family/Medical leave under CFRA is not available for medical conditions due to pregnancy or childbirth. Instead, a separate leave for this purpose is available for pregnancy disability. See the District's Pregnancy Disability Leave policy for more information or contact Human Resources.

Duration of Leave

Eligible employees are entitled to Family/Medical Leave of:

- * Up to four (4) months of unpaid leave during a twelve-month period for the birth/adoption of child or care of family member and up to six (6) months of leave for an employee's own illness. Employees are entitled to take this leave intermittently or as a reduced schedule with documentation of medical necessity for such leave.
- * For birth bonding leave, intermittent or reduced schedule leave is subject to employer approval.
- * The General Manager, upon written request, and on a case-by-case basis, may grant an extension on a month-to-month basis of up to an additional six (6) months for an employee's own medical condition and up to an additional eight (8) months for family care.
- * The twelve-month period is measured forward from the first date the employee takes Family/Medical leave.

Request for Leave

Eligible employees requesting such leave are *required* to:

- * Make the request in writing or orally to the General Manager
- * Supply supporting documentation for the attending health care provider.
(All forms needed are available through Human Resources.)

Pay and Benefits While on Family/Medical Leave

Family/Medical leave is generally unpaid. During disability and family leave an employee may use accrued sick leave and must use all but forty (40) hours of paid leave time during the period the employee is on leave. For purposes of the Article, "paid leave time" shall mean accrued vacation, holiday bank, and personal leave. If an employee elects not to use accrued sick leave prior to beginning leave of absence without pay, the employee may be required to use accrued sick leave to the extent available for the fifth (5th) and sixth (6th) months of employee disability leave. An employee may request to use accrued CTO during the period the employee is on leave. If the District permits the employee to use accrued CTO during the leave, the absence, which is paid from accrued CTO, shall not be counted against the time period of the leave.

- * When employees are in paid leave status, benefit hours (sick, vacation, etc.) will continue to accrue at the regular rate. These hours will stop accruing when employees begin unpaid leave.
- * Employees will continue to be covered by the Midpeninsula Regional Open Space District's group health insurance plan (medical, dental, vision, life and long-term disability) to the same extent that coverage is provided while on the job for a period of up to twelve (12) weeks during a 12-month period. In no case, is an employee entitled to more than twelve (12) weeks of health insurance benefit continuation within a 12-month period inclusive of all family/disability or pregnancy leave.
- * If the leave extends beyond twelve (12) weeks, employees can continue such benefits for the duration of the leave by paying the full premiums of these benefits. Extensions of coverage will be subject to any restrictions in the applicable benefit policy or plan.
- * If an employee does not return to work, the District will have the right to recover its share of health plan premiums for the entire leave period; unless the failure to return to work is because of the continuation,

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recurrence, or onset of a serious health condition of the employee/family member which would entitle the employee to leave, or because of circumstances beyond the employee's control.

* An employee's seniority date is not effected by a disability or family care leave of absence.

Reinstatement Upon Return From Leave

Employees returning from a Family/Medical Leave within four (4) months for care of a family member or six (6) months of leave for the employee's own illness will be returned to the same position held prior to the leave, unless the position has ceased to exist because of business necessity. If the position ceases to exist, the employee will return to an equivalent position. However, the employee has no greater rights to reinstatement, benefits or other conditions of employment than if the employee had been continuously employed during the leave period.

All employees taking leave for their own medical condition will be required to present a return to work certification from the attending health care provider.

Relationship of Family/Medical Leave To Other Leaves

Family/Medical Leave runs concurrently with other leaves taken for any reason that is FMLA/CFRA- qualifying, for example, sick leave or leave for an on-the-job injury.

However, CFRA leave does not run concurrently with Pregnancy Disability Leave, but is in addition to it. Therefore, at the conclusion of Pregnancy Disability Leave, eligible employees may have up to twelve (12) weeks of CFRA leave to care for the newborn. In no case, is an employee entitled to more than twelve (12) weeks of group health benefit continuation within a 12-month period inclusive of all family/disability or pregnancy leave.

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Employees not eligible under FMLA/CFRA or employees who have exhausted their leave entitlement under this policy but needing medical leave may be granted such leave by the General Manager, depending on individual circumstances. Please contact Human Resources for more information.

Additional Information

For more detailed explanation or answers to questions, employees should contact the Human Resources department. All required forms for leave are also available through Human Resources.

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APPENDIX D – PREGNANCY DISABILITY LEAVE

The Midpeninsula Regional Open Space District will provide Pregnancy Disability Leave for employees in accordance with state and federal law. This policy summarizes employees' leave rights and obligations for conditions related to pregnancy and childbirth under the California Pregnancy Disability Leave Act (PDL).

Eligibility requirements

- * Any employee who is disabled by conditions relating to pregnancy or childbirth is eligible for Pregnancy Disability Leave under this policy.
- * Eligibility does not depend on length of employment.
- * Full and part time employees are eligible.

Reasons for Leave

Pregnancy Disability Leave is permitted when an employee is actually disabled by her pregnancy, childbirth, or a related medical condition, as certified by her health care provider. This includes time off for:

- * Prenatal care
- * Severe morning sickness
- * Doctor-ordered bed rest
- * Childbirth and recovery from childbirth
- * Any related, disabling medical condition

The employee must be unable to perform one or more essential functions of her job without undue risk to herself, other persons, or to successful completion of pregnancy.

Duration of Leave

Pregnancy Disability Leave is available for:

- * Up to six months of unpaid leave per pregnancy.
- * Leave does not have to be taken all at once and can be taken as intermittent or reduced schedule leave with medical certification.

The General Manager, upon written request, and on a case-by-case basis, may grant an extension on a month-to-month basis of up to an additional six (6) months.

Request for Leave

Eligible employees requesting such leave are required to:

- * Make the request in writing or orally to the General Manager
- * Supply supporting documentation for the attending health care provider. (All forms needed are available through Human Resources.)

Pay and Benefits While on PDL Leave

Pregnancy Disability Leave is generally unpaid. During disability leave an employee may use accrued leave. If an employee elects not to use accrued sick leave prior to beginning leave of absence without pay, the employee may be required to use accrued sick leave to the extent available for the fifth (5th) and sixth (6th) months of employee disability leave. An employee may request to use accrued CTO during the period the employee is on leave. If the District permits the employee to use accrued CTO during the leave, the absence, which is paid from accrued CTO, shall not be counted against the time period of the leave.

- * When employees are in paid leave status, benefit hours (sick, vacation, etc.) will continue to accrue at the regular rate. These hours will stop accruing when employees begin unpaid leave.
- * Employees will continue to be covered by the Midpeninsula Regional Open Space District's group health insurance plan (medical, dental, vision, life and long-term disability) to the same extent that coverage is

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provided while on the job for a period of up to twelve (12) weeks during a twelve(12)-month period. In no case, is an employee entitled to more than twelve (12) weeks of health insurance benefit continuation within a twelve (12)-month period inclusive of all family/disability or pregnancy leave.

* If the leave extends beyond twelve (12) weeks, employees can continue such benefits for the duration of the leave by paying the full premiums of these benefits. Extensions of coverage will be subject to any restrictions in the applicable benefit policy or plan.

* An employee's seniority date is not effected by a disability.

Reinstatement Upon Return From Leave

Employees returning from a PDL leave within six (6) months will be returned to the same position held prior to the leave, unless the position has ceased to exist because of business necessity. If the position ceases to exist, the employee will return to an equivalent position. However, the employee has no greater rights to reinstatement, benefits or other conditions of employment than if the employee had been continuously employed during the leave period.

Relationship of Pregnancy Disability Leave (PDL) to the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA)

Employees who are eligible for medical leave under the Family Medical Leave Act will have this leave run concurrently with the pregnancy disability leave.

Employees could take up to six (6) months of unpaid pregnancy disability leave for pregnancy disability and if eligible for CFRA, could also be entitled to up to twelve (12) weeks of unpaid CFRA leave to bond with the baby or for other CFRA qualifying reasons. Please contact Human Resources for more detailed information.

Reasonable Accommodation

The District will provide reasonable accommodation to a pregnant employee when requested, with the advice of her health care provider, related to her pregnancy, childbirth, or related medical condition.

Additional Information

For more detailed explanation or answers to questions, employees should contact the Human Resources department. All required forms for leave are also available through Human Resources.