

Memorandum of Understanding (MOU)

Midpeninsula Regional Open Space District



and



Midpeninsula Rangers Peace Officers Association

July 1, 2023 – June 30, 2027

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ARTICLE 1 – PREAMBLE

This Memorandum of Understanding (hereinafter, “Agreement” or “MOU”) is entered into by the Midpeninsula Regional Open Space District, a public agency, (hereinafter, “District”) and the Midpeninsula Rangers Peace Officers Association (hereinafter, “POA”). This Memorandum of Understanding incorporates by this reference all appendices attached.

**ARTICLE 2 – MIDPENINSULA RANGERS PEACE OFFICERS ASSOCIATION
RECOGNITION/SECURITY**

SECTION 2.1 – RECOGNITION

The Midpeninsula Regional Open Space District recognizes the Midpeninsula Rangers Peace Officers Association as the exclusive bargaining representative for all employees in the classifications of Ranger, Lead Ranger, Supervising Ranger and any other classification that the District adds to the bargaining unit. Existing job classifications may be retitled but are nonetheless represented by the bargaining unit unless expressly removed by the District.

SECTION 2.2 – POA SECURITY

A. New Hires

When a person is hired in any of the covered job classifications, the District shall notify that person that the POA is the recognized bargaining representative for the employee's representation unit. The Visitor Services Department will notify the POA when a new Ranger joins the District. At that time, the Department will permit for 30 minutes of time, during the new Ranger's regular shift, to meet with a POA representative at the earliest available opportunity. The POA representative will receive paid release time.

B. Dues Deductions

Once the POA notifies the District the employee has joined the Association, the District will begin dues deductions as soon as practicable. The biweekly dues amount may be amended from time to time by notice from the Association. The District and the POA will comply with and fulfill the requirements of state law concerning new employee orientations and payroll dues deductions.

In accordance with Government Code 1157.12, the POA agrees to hold the District harmless from all claims, demands, suits or other forms of liability that may arise against the District for or on account of any deduction made from the wages of such employees pursuant to this MOU.

SECTION 2.3 – NOTICE OF CHANGES

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

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SECTION 2.4 – POA REPRESENTATIVE/RELEASE TIME

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

The bargaining unit will receive reasonable amounts of release time, with forty-eight (48) hours' prior notification to and approval from the Chief Ranger/Visitor Services Department Manager and notification to their Supervisor and Human Resources Manager, from their duties, with no loss of pay or benefits. The POA 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) POA Representatives may be released for purposes of collective bargaining for a new labor agreement.

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

Only one (1) POA Representative, if requested by the affected employee(s), shall be released at any time for handling grievances or disciplines.

SECTION 2.5 – POA NOTICES AND ACTIVITIES

A. Bulletin Boards

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

B. Communication

The POA 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 inter office mail, e-mail, facsimile machine and telephone.

C. Visit by Field Representative

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

D. Board Meeting Agendas

The District shall provide the POA with agendas and packet materials at no charge for Regular and Special Meetings of the Board of Directors. The District shall also provide the POA 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 POA's designated representative prior to the respective Board meetings.

E. Flex Schedule to Attend Board Meetings

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

SECTION 2.6 – SAFETY COMMITTEE

The POA will solicit two (2) representatives to volunteer for the District safety committee. The representatives will come from the bargaining unit at large. At least one (1) shall come from each geographical area and the parties prefer that at least one (1) be a supervisory position. Should there be insufficient volunteers the District may hold meetings with reduced or no POA representation.

ARTICLE 3 – NO DISCRIMINATION

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

ARTICLE 4 – DISTRICT RIGHTS

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

ARTICLE 5 – SCHEDULES, OVERTIME AND CALL-BACK TIME

SECTION 5.1 – OVERTIME

A. Work Period

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

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Except for emergency or other situations declared by an Area Superintendent, Chief Ranger, General Manager or their designee, the following shall apply:

Rangers/Lead Rangers/Supervising 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.

B. Overtime

Overtime shall be defined as that time authorized and 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. Supervising Rangers are preauthorized for overtime needed to handle ongoing incidents. An Area Superintendent should be contacted for incidents of extended duration.

For employees who work a 9/80 or a 4/10 schedule, overtime shall be calculated and defined as that time authorized and worked by an employee in excess of the scheduled workday or 40 hours in a work week. For the 9/80 schedule the Fair Labor Standards Act work week begins at the midway point on the day of the week that is opposite the day off.

Any hours in paid District status will count as "hours worked" for purposes of determining overtime. Employees shall be compensated at the rate of one-and-one-half (1½) times the employee's regular hourly rate of pay for hours worked in excess of the scheduled workday or forty (40) hours in the work period. Overtime above forty (40) hours shall be recorded on the employee's timecard on the day the overtime hours are worked. This Section shall not apply to part-time employees unless the workday exceeds eight (8) hours, or the scheduled workday, whichever is greater.

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

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

C. Compensatory Time Off

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

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

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

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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

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

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

SECTION 5.3 – ALTERNATE WORK SCHEDULES

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

A. 9/80 Ranger/Lead Ranger Schedule – Weekend Day Off

1. The Weekend 9/80 schedule opportunity will be available to Rangers/Lead Rangers, when another alternate schedule is not in use, and will be rotated between Rangers/Lead Rangers who are qualified to participate in the program based on seniority within the same geographic area and the groups sharing common days-off. By December 1, each group of Rangers/Lead 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.

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Requests may be canceled up to three (3) weeks prior to the last Friday of the preceding schedule. Canceled or otherwise available Weekend 9/80 schedules may be assigned on a rotating basis to qualified Rangers/Lead Rangers who have expressed interest three weeks prior to the last Friday of the preceding schedule.

2. 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 or vice versa. The Fair Labor Standards Act work week for the 9/80 schedule begins at the midway point on the day of the week that is opposite the day off. No employee on a 9/80 alternative work schedule is entitled to daily overtime as a result of working the scheduled hours in their alternate schedule.
3. A maximum of two Rangers/Lead Rangers from each geographical team sharing a common day off can be scheduled on a Weekend 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 Weekend 9/80 schedule. If the Ranger/Lead Ranger team has less than three (3) FTE team members available to work an alternate schedule as a ranger, then the Weekend 9/80 schedule will be discontinued. Staffing requirements will continue to be a priority over alternate scheduling.
4. The Weekend 9/80 schedules will not be altered to accommodate vacation requests, other than guaranteed vacations. The eight-hour day will be a weekend day.

B. Additional Ranger/Lead Ranger 9/80 Schedules

1. The District will assign Rangers/Lead Rangers who have expressed interest by December 1 of the preceding year to additional 9/80 work schedules as staffing needs allow. By December 1, each group of Rangers/Lead Rangers in a geographical area shall meet and alternately select, based on seniority, four (4) week scheduling periods. The first slot will be given highest priority and the last slot lowest priority. Assignments will typically be for a four (4) week block.
2. An employee assigned to a 9/80 schedule will normally alternate between a week of five (5) consecutive workdays, 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 or vice versa. The Fair Labor Standards Act work week for the 9/80 schedule begins at the midway point on the day of the week that is opposite the day off. No employee on a 9/80 alternative work schedule is entitled to daily overtime as a result of working the scheduled hours in their alternative schedule.
3. Staffing requirements will continue to be a priority over alternate scheduling.
4. Additional 9/80 schedules will typically have as their eight (8) hour day a

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Wednesday.

C. 4/10 Ranger/Lead Ranger/Supervising Ranger Schedule

1. The District may assign Rangers/Lead Rangers/Supervising Rangers to a 4/10 work schedule typically during the winter months when shift overlap is the greatest. When 4/10 schedules are used, they will typically replace the 9/80s alternate schedule. The District will typically assign Rangers/Lead Rangers, who have signed up for Weekend 9/80s with a weekend day off, to a shift with a weekend day off. Rangers/Lead Rangers who have signed up for additional 9/80s with a weekday off, will typically be scheduled on a shift with a Wednesday off.
2. An employee assigned to a 4/10 schedule will normally work four consecutive days followed by three (3) consecutive days-off. No employee on a 4/10 alternative work schedule is entitled to daily overtime as a result of working the hours associated with that schedule.
3. The 4/10 schedule will not be altered to accommodate vacation requests, other than guaranteed vacations. Staffing requirements will continue to be a priority over alternate scheduling.

D. 9/80 Supervising Ranger Schedule

An alternate 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 or vice versa. The Fair Labor Standards Act work week for the 9/80 schedule begins at the midway point on the day of the week that is opposite the day off. No employee on a 9/80 alternative work schedule is entitled to daily overtime as a result of working the scheduled hours in their alternate schedule.

SECTION 5.4 – PAID MEAL PERIODS

Rangers/Lead Rangers/Supervising Rangers shall receive a thirty (30) minute paid meal period if: 1) assigned to a patrol shift; 2) assigned to a volunteer project; or 3) responsible for monitoring the radio to respond to emergencies during full day trainings or events.

SECTION 5.5 – COURT APPEARANCES AND COURT STANDBY STATUS

A. Court Appearances

An employee who is required to appear in court, outside of their regular work hours, as a witness in a matter involving the employee which occurred in the course of their 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 their scheduled shift.

B. Court Standby

An employee who is placed by the court on standby outside of their regular work hours as a witness in a matter involving the employee which occurred in the course of their District

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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 their 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 their scheduled shift or any other on-duty work time.

SECTION 5.6 – HOLIDAY SCHEDULING

Rangers, Lead Rangers, and Supervising Rangers will generally be scheduled to work only one of either Thanksgiving or Christmas if feasible. The Thanksgiving or Christmas holiday Rangers, Lead Rangers, and Supervising Rangers are assigned to work will be alternated annually when feasible. This holiday scheduling will take precedence over regular days off and alternate schedules. Guaranteed vacation and staffing levels will take precedence over assigning either holiday off and over alternating the holiday. If necessary for staffing levels, Rangers, Lead Rangers, and Supervising Rangers may be assigned to work both holidays.

SECTION 5.7 – SCHEDULE CHANGE NOTIFICATION

If a Ranger's schedule is changed on a posted schedule the affected Rangers shall be notified in person (phone, text or face to face) and by work email.

ARTICLE 6 – WORKERS' COMPENSATION/ DISABILITY COVERAGE/MODIFIED DUTY

SECTION 6.1 – INDUSTRIAL INJURY/WORKERS' COMPENSATION BENEFITS

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

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

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

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SECTION 6.2 – MODIFIED DUTY

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

Modified duty requests shall be made to the employee's immediate supervisor with appropriate documentation from the treating physician specifying the nature and duration of the work limitations. The supervisor shall review the request and the documentation for completeness and immediately forward them to the Area 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

The District will increase base wages during the term of this Memorandum of Understanding as follows:

- The District will increase base wages 6.09% effective the pay period which includes July 1, 2023.
- The District will increase base wages 3.0% effective the first full pay period in July, 2024.
- The District will increase base wages 3.0% effective the first full pay period in July, 2025.
- The District will increase base wages 3.0% effective the first full pay period in July, 2026.

SECTION 7.2 – BENEFITS

A. Medical Insurance

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

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

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Medical Reimbursements on a pretax basis. The District will provide a contribution into the Cafeteria Plan sufficient to pay for dental and vision insurance, plus an additional amount toward medical insurance as described below. The Cafeteria Plan contribution will be adjusted as described below.

1. Effective the first full pay period following Board adoption of this Agreement, District contributions for health benefits shall be equal to the 2023-Kaiser monthly premiums as follows:

Employee Only: \$913.74 per month
Employee Plus One: \$1,827.48 per month
Employee Plus Two or More: \$2,375.72 per month

2. District contributions for health benefits for calendar year 2024 shall be:

Employee Only: Kaiser Employee Only monthly premium or up to a 4% increase to the 2023 contribution amount, whichever is less.

Employee Plus One: Kaiser Employee Plus One monthly premium or up to a 4% increase to the 2023 contribution amount, whichever is less.

Employee Plus Two or More: Kaiser Employee Plus Two or More monthly premium or up to a 4% increase to the 2023 contribution amount, whichever is less.

3. District contributions for health benefits for calendar year 2025 shall be:

Employee Only: Kaiser Employee Only monthly premium or up to a 4% increase to the 2024 contribution amount, whichever is less.

Employee Plus One: Kaiser Employee Plus One monthly premium or up to a 4% increase to the 2024 contribution amount, whichever is less.

Employee Plus Two or More: Kaiser Employee Plus Two or More monthly premium or up to a 4% increase to the 2024 contribution amount, whichever is less.

4. District contributions for health benefits for calendar year 2026 shall be:

Employee Only: Kaiser Employee Only monthly premium or up to a 4% increase to the 2025 contribution amount, whichever is less.

Employee Plus One: Kaiser Employee Plus One monthly premium or up to a 4% increase to the 2025 contribution amount, whichever is less.

Employee Plus Two or More: Kaiser Employee Plus Two or More monthly premium or up to a 4% increase to the 2025 contribution amount, whichever is less.

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5. District contributions for health benefits for calendar year 2027 shall be negotiated by the Parties. This single-issue reopener negotiation will begin no later than August 1, 2026.
6. Payroll Deductions: If an employee selects a plan with a greater premium cost than the District contribution, the employee will pay the additional premium cost.
7. Cash Back: In the event CalPERS offers a medical insurance plan with lower premiums than the District contribution, an employee selecting such a plan will have contributions remaining in the Cafeteria Plan and may apply the remaining contribution to other qualified benefit costs or receive the difference in cash.
8. Waiver: If an employee provides evidence (e.g., insurance ID card) that the employee is covered under a non-District medical plan, the employee may elect to waive such coverage through the District. Employees waiving medical coverage will receive contributions under the Cafeteria Plan equivalent to one-half of the District Employee Only contribution and may elect to apply such contribution toward other qualified benefit costs or receive the difference in cash.
9. Internal Revenue Code: If the District determines, before or during any Cafeteria Plan year, that the Cafeteria Plan may fail to satisfy any requirements of the Internal Revenue Code for such plan year, the District shall take such action as the District deems appropriate and necessary to ensure that the Cafeteria Plan satisfies the requirements of the IRS Code.

C. Dental Insurance

The District will continue to make available the Delta Dental Plan that is provided to the District. The District will provide a similar plan if the Delta Dental Plan becomes unavailable and will meet and confer with the bargaining unit if such replacement plan is needed.

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

If an employee is currently covered under a non-District provided dental plan, basically equivalent to that provided by the District, the employee may elect to waive such coverage through the District. An employee who elects to waive dental coverage will receive the cash equivalent of one-half (1/2) of the dental premium and may elect to use it for other benefit costs or receive it in cash.

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

D. Vision Care

The District will continue to make available the Vision Service Plan that is provided to the District. The District will provide a similar plan if the Vision Service Plan becomes

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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 will 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 will 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 will 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 will continue to provide employees the option of electing Supplemental Life Insurance at the employee's cost.

G. Part-Time Employees

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

H. State Disability Insurance (SDI)

The District will continue payroll deduction of State Disability Insurance premiums for all employees.

I. Employee Assistance Program (EAP)

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

J. Long-Term Disability Plan (LTD)

The District will continue the current level of benefits of the Long-Term Disability Plan. Employees will pay the premium for this coverage.

K. Retirement

The District contracts with the California Public Employees' Retirement System (CalPERS) to provide pension benefits for full-time employees. The pension formula for "classic"

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employees is the local Miscellaneous 2.5% at age 55 Retirement Plan. Classic employees pay 8% of pensionable salary to pay the employee CalPERS contribution. The Public Employee Pension Reform Act of 2013 (PEPRA) established the pension formula for employees hired on or after January 1, 2013, who meet criteria established by the legislation. The pension formula for “PEPRA” employees is the local Miscellaneous 2.0% at age 62 Retirement Plan. PEPRA employees pay one-half of the normal cost of their pension plan to pay the employee CalPERS contribution.

The District will submit a completed industrial disability retirement option application for District employees to CalPERS on or before July 1, 2024.

L. Dependent Care and Medical Expense Reimbursement

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

M. Retiree Medical Coverage

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

SECTION 7.3 – PROMOTIONAL COMPENSATION

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

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

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

SECTION 7.4 – ACTING APPOINTMENTS

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 their current salary or the minimum salary range assigned to the higher classification, whichever is greater, for a specific period of time designated by the General Manager, as long as the acting appointment exceeds forty (40) consecutive working hours. After the 40- hour threshold, acting pay shall be retroactive to the first day an employee is assigned the higher classification responsibilities. An employee appointed to a supervisory

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position outside the bargaining unit shall agree to withdraw from any Association representation function, e.g., steward, while in the acting position.

For purposes of overtime compensation, when an hourly employee is appointed to an acting exempt position, the employee will continue to receive hourly compensation that is equivalent to either: at least five (5) percent more than their current hourly rate of pay 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.

SECTION 7.5 – NIGHT-SHIFT DIFFERENTIAL

Employees shall receive a night-shift differential of Four Dollars (\$4.00) per hour, paid to employees for each hour worked after 2:00 p.m. when at least four (4) hours of an assigned work schedule or additional work approved by a supervisor occurs after 5:00 p.m. and before 6:00 a.m.

SECTION 7.6 – SPLIT-SHIFT DIFFERENTIAL

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

SECTION 7.7 – SHIFT CHANGE DIFFERENTIAL

Non-emergency – if an employee’s scheduled shift is canceled or changed by a supervisor without seventy-two (72) hours’ notice, the affected employee shall be paid Forty Dollars (\$40.00). The shift change differential will be paid on a one-time per continuous days of occurrence. Overtime at the beginning or end of a regularly scheduled shift does not qualify for this shift change differential pay unless the employee was required to attend a training on less than 72 hours’ notice.

Emergency – In the event of a “Declaration of an Emergency” by the General Manager, Assistant General Manager, Area Superintendent, Area Manager or any District Manager requiring a shift change without twenty-four (24) hours’ prior notice, the affected employee shall be paid Forty Dollars (\$40.00). 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, text message, and e-mail to the to the extent possible, of the need for a shift change.

SECTION 7.8 – PAYCHECKS AND DIRECT DEPOSITS

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

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SECTION 7.9 – DEFERRED COMPENSATION

Effective the first full pay period following Board adoption of this Agreement, the District will make a \$50.00 per pay period contribution to each employee’s Section 401a deferred compensation account. In addition, for each dollar that an employee contributes to a Section 457 deferred compensation account, the District will make an additional contribution to that employee’s 401a account up to a maximum of an additional 3.0% of base pay per pay period.

In recognition of the bargaining unit’s peace officer status, the District will increase the additional contribution from a maximum of 3.0% to a maximum of 5.0% of base pay per pay period effective the pay period which includes July 1, 2026.

All District contributions are subject to a vesting period of ten years of paid-status peace officer employment with the District including any unpaid absences protected by law. The District will waive this vesting period for employees who retire from the District and who begin receiving CalPERS retirement benefits within one hundred twenty (120) days of separation from District employment. Time already worked at the District as a peace officer by current employees prior to the first full pay period following Board adoption of this agreement shall count towards this vesting period.

SECTION 7.10 – FIELD TRAINING OFFICER (FTO)

A Ranger serving as a “Field Training Officer” shall be paid five (5) percent more than their current salary for the time they are in this assignment actively training staff or when specifically assigned to be in the FTO role. Approval for the FTO assignment time shall be made by the Chief Ranger/Visitor Services Department Manager.

SECTION 7.11 – TRAINER

A qualified employee serving as a “Medical Trainer” (primarily teaching First Aid, CPR/AED, Blood Borne Pathogens, etc.), “Peace Officer Standards and Training (POST) certified Bicycle Patrol Trainer” “POST certified Defensive Tactics Instructor,” “POST certified Radar Trainer,” “Motorcycle Trainer,” or “National Association for Interpretation Certified Interpretive Guide Trainer” will be paid five (5) percent more than their current salary for the time required to prepare and teach the class. Approval for the assignment time shall be made by the Chief Ranger/Visitor Services Department Manager. The Chief Ranger/Visitor Services Department Manager may recommend additional trainings for eligibility for approval by the General Manager.

SECTION 7.12 – LONGEVITY PAY PROGRAM

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

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ARTICLE 8 – EVALUATIONS AND MERIT PAY

SECTION 8.1 – GENERAL EVALUATION PROCEDURES

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

SECTION 8.2 – SCHEDULE OF EVALUATIONS

A. Probationary Employees

1. Newly Appointed Employee Evaluations

Employees newly appointed as a Ranger, Lead Ranger, or Supervising Ranger are defined as employees who were hired by the District initially as an unrepresented Ranger Recruit prior to appointment as a Ranger or employees hired by the District who already meet the requirements for being appointed as a Ranger, Lead Ranger or Supervising Ranger.

Newly appointed employees who are in the Field Training Program (FTP) shall receive weekly evaluations during the FTP.

The employee shall receive a two- and one-half percent (2.5%) merit increase effective the first full pay period after successful completion of the FTP.

Newly appointed employees shall receive a Probationary Performance Evaluation from their supervisor at three (3), six (6) months, and eleven (11) months of employment after successful completion of the FTP.

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An overall “Meets Standard” evaluation on the eleven (11) month evaluation will result in an automatic five percent (5%) increase at completion of probation unless the employee has reached the top of their salary range.

2. **Promotional Evaluations**

Promoted employees who are in the Field Training Program (FTP) shall receive weekly evaluations during the FTP. Appointment from unrepresented Ranger Recruit to Ranger does not constitute a promotion.

The employee shall receive a two- and one-half percent (2.5%) merit increase effective the first full pay period after successful completion of the FTP.

Promoted employees shall receive a Probationary Performance Evaluation from their supervisor at three (3), six (6) months, and eleven (11) months of employment successful after completion of the FTP, if required.

An overall “Meets Standard” evaluation on the eleven (11) month evaluation will result in an automatic five percent 5% increase at completion of probation unless the employee has reached the top of their salary range.

3. Employees who began the Ranger application process prior to the Board adoption of this Agreement and are hired as Rangers by the District shall maintain their status as Rangers and will be credited with any time worked for seniority purposes.

B. Regular Employees

1. **Interim Progress Report: Rangers and Lead Rangers**

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

2. **Annual Performance Evaluation: Rangers, Lead Rangers, and Supervising Rangers**

Each year, employees will receive an annual performance evaluation. The evaluative period for annual performance evaluations will start after the completion of probation and end one year later and every twelve (12) months thereafter.

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

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SECTION 8.3 – ANNUAL PERFORMANCE EVALUATIONS FOR REGULAR EMPLOYEES:

OVERALL RATINGS/MERIT INCREASES

A. Meets Standard

1. Ranger/Lead Ranger

No more than three (3) areas of performance are rated “Below Standard”. A “Meets Standard” rating will result in an automatic five-percent merit increase, until such time as the employee has reached the top of their salary range.

2. Supervising Ranger

No more than two (2) areas of performance are rated “Below Standard” and no one area is rated below standard that is egregious, chronic, or impairs the employee’s ability to perform the essential functions of the position. “Below Standard” on the Managers and Supervisors evaluation form is defined as a 1 or 2 rating in a category as rated by the Supervising Ranger’s supervisor. A “Meets Standard” rating will result in an automatic five-percent merit increase, until such time as the employee has reached the top of their salary range.

B. Below Standard

1. Ranger/Lead Ranger

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).

“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).

2. Supervising Ranger

The definition for an “Overall Below Standard Evaluation” is more than two (2) areas rated below standard or one area is rated below standard that is egregious, chronic, or impairs the employee’s ability to perform the essential functions of the position. “Below Standard” on the Managers and Supervisors evaluation form is defined as a 1 or 2 rating in a category as rated by the Supervising Ranger’s supervisor.

SECTION 8.4 – APPEAL PROCEDURE

In the event of an overall “Below Standard” Annual Performance Evaluation for Ranger and Lead Ranger (regular employees only), affected employees may appeal the rating using the following procedure. Supervising Ranger Performance Evaluations are Not Subject to the Appeal or Grievance Processes.

- A.** Appeals shall be in writing and shall be filed with the Chief Ranger/Visitor Services Department Manager no later than ten (10) business days after receipt of the evaluation.

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- B.** Appeals must be based on the charge that the supervisor abused their discretion. “Abuse of discretion” means basing the evaluation on information that is not factual and/or exercising disparate treatment in the evaluation of different employees.
- C.** Within thirty (30) days of receipt, a panel shall convene to consider the appeal. The panel shall consist of (1) the Human Resources Manager; (2) the employee's representative; and (3) the General Manager or their designee.
- 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 performance improvement is needed. Remediation can include a temporary or permanent change of duty station. Remediation may include more frequent performance reviews to assist the employee in improving performance. The term of the Plan for Individual Improvement shall be concurrent with the period of Remediation.

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

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Performance Evaluations, that area or areas of performance must be rated “Meets Standard”.

- For the classification of Supervising Ranger no areas of performance may be rated “Below Standard.”

ARTICLE 9 – UNIFORMS

SECTION 9.1 – NEW HIRES

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

SECTION 9.2 – ALLOWANCE AMOUNT AND USE

Effective the first full pay period following Board adoption of this Agreement, the annual uniform allowance shall be nine hundred dollars (\$900.00) which will be evenly distributed throughout each of the 26 pay periods. Uniform allowance shall be used to maintain regular and optional uniform items, as described on the Uniform List, in good condition except for personal health and safety items. To comply with the California Code of Regulations Section 571 and CalPERS reporting requirements for uniform allowance for Classic employees, uniform allowance for Classic employees is not to be used for the purchase, rental and/or maintenance of items that are solely for personal health and safety such as coveralls, raingear, and safety shoes.

SECTION 9.3 – ELIGIBILITY

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

SECTION 9.4 – PROVIDED ITEMS (NO COST)

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

SECTION 9.5 – BOOTS, COVERALLS, RAINCOATS, RAIN PANTS

In addition to Section 9.4 above, the District shall provide toe protected 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.

All items covered by this section remain the property of the District.

SECTION 9.6 – BOOT REPLACEMENT

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

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

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SECTION 9.7 – UNIFORM COMMITTEE

The parties agree to establish a Patrol 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/Lead Ranger and one (1) Supervising Ranger of the POA's choice. District representation shall be no more than two (2) members of the Chief Ranger/Visitor Services Department Manager's choice.

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

The role of the Committee is to make recommendations to the Chief Ranger/Visitor Services Department Manager regarding uniform issues. The Committee's recommendation(s) to the Chief Ranger/Visitor Services Department Manager and the Chief Ranger/Visitor Services Department Manager's response to the recommendation(s) shall be in writing. The POA 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 Chief Ranger/Visitor Services Department Manager's response to the recommendation shall be provided within thirty (30) days of receipt of the written recommendation of the Uniform Committee.

SECTION 9.8 – INITIAL REGULAR UNIFORM ITEMS PROVIDED NEW EMPLOYEES

Rangers/Lead Rangers/Supervising Rangers

- 1 tan long sleeve shirts
- 5 any combination of tan long/short sleeve shirts
- 1 green patrol jacket
- 1 green fleece jacket or internal jacket liner of the patrol jacket that can be patched and worn externally
- 3 pairs green pants
- 1 pair green hiking shorts
- 1 Black 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.

SECTION 9.9 - CLASS A UNIFORMS

The District shall provide the following items to Lead Rangers and Supervising Ranger:

- 1 Green Ike jacket and gold Eureka
- 1 pair green poly/wool pant

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- 1 green clip-on tie
- 1 gold tie clip
- 1 pair black dress shoes/boots
- 1 black dress belt (basketweave)

Refer to Uniform List for specifications.

ARTICLE 10 – VACATION

SECTION 10.1 – ACCRUAL RATES

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

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

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

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

SECTION 10.2 – ACCRUAL LIMITS

POA 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

For purposes of this Section, “seniority” shall be by classification; however, the classifications of Ranger and Lead Ranger shall be combined.

- A. **Increments**
Vacation shall be tracked in increments of one-tenth (1/10) of an hour.
- B. **Scheduling**

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1. **Guaranteed Vacation Calendar:** For vacations of one (1) regularly scheduled workday or longer, employees shall submit a vacation request before December 1 of the preceding year. No more than one (1) Ranger/Lead Ranger per calendar day, per Geographical Area, and no more than one (1) Supervising Ranger per calendar day 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 their 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. 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.

2. **Vacation requests submitted on or before December 1:** Vacation requests for the upcoming year not requested through the guaranteed vacation calendar shall be considered on a seniority basis. If there are no "conflicting vacation requests," the request shall be guaranteed. A "conflicting vacation request" is a request for a day off that is already guaranteed for one (1) Ranger/Lead Ranger per calendar day, per Geographical Area, or one (1) Supervising Ranger per calendar day.

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

4. **Short notice request:** If unanticipated vacation needs arise during the course of the year, requests shall be submitted no later than the three (3) weeks prior to the last Friday of the current work schedule. Such requests shall be approved based upon operational requirements of the work location and on a first come, first serve basis. The schedule will typically be posted two weeks prior to the last Friday of the current schedule.

Vacation requests not submitted within the timelines outlined above, will be considered on a case by-case basis by the employee's supervisor. Staffing levels and operational needs will be the primary consideration in approving vacation requests.

During the term of this agreement, upon request of the POA, the parties agree to reopen this section for the purpose of improving the vacation selection and sign-up process.

SECTION 10.4 – ANNUAL VACATION CASH OUT

Annual vacation cash-out shall be administered in accordance with the District's Personnel Policies and Procedures Manual.

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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 twelve and one-half (12.5) 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
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving
Day after Thanksgiving
Last four hours of workday preceding Christmas Day
Christmas Day

B. Eligibility

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

C. Observance

1. When workers on a 5/40 schedule who work Monday through Friday have a holiday that falls on Saturday, it shall be observed on the preceding Friday and a holiday that falls on Sunday shall be observed on the following Monday.
2. For 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 receive 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.
4. Workers on a 4/10 schedule observing a scheduled holiday shall receive eight (8) hours of paid holiday time off. The workers shall make up the (2) two-hour deficit from a ten (10) hour day from their Holiday Bank, Compensatory Time Off, Personal Leave, and/or accrued vacation time off.

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D. Pro-rating

Regular part-time employees of at least one-half ($\frac{1}{2}$) 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

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)]

G. Work On Holiday – Compensation

1. An employee on a 5/40 schedule who works on a scheduled holiday has two (2) choices for compensation for their normal eight (8) hour workday or four (4) hours in the case of Christmas Eve:
 - a. One and one-half ($1\frac{1}{2}$) times their normal pay plus the corresponding number of hours added to the Holiday Bank. [See Section 11.1(H).]
 - b. Two and one-half ($2\frac{1}{2}$) times their normal pay.
2. An employee on a 9/80 or 4/10 schedule who works a scheduled holiday has two (2) choices for compensation for their normal workday or four (4) hours in the case of Christmas Eve:
 - a. One and one half ($1\frac{1}{2}$) times their normal pay for hours worked on the day of the holiday, plus eight (8) hours, or four (4) hours in the case of Christmas Eve, will be credited to the Holiday Bank.
 - b. Two and one-half ($2\frac{1}{2}$) times their normal pay for eight (8) hours, or four (4) hours in the case of Christmas Eve, and one and one-half ($1\frac{1}{2}$) times their normal pay for hours beyond eight, except for Christmas Eve.
3. Hours worked in excess of the normal workday shall be recorded as holiday overtime and paid at two (2) times the regular rate of pay. No additional compensation shall be made.
4. An employee who works an eight (8) hour overtime shift on a holiday has two (2) choices for compensation for their eight (8) hour workday or four (4) hours in the case of Christmas Eve:
 - a. Two (2) times their normal pay plus the corresponding number of hours added to the Holiday Bank. [See Section 11.1(H).]
 - b. Three (3) times their normal pay for the corresponding number of hours.

Refer to 11.1(G)3 for hours worked in excess of the eight (8) hour overtime shift.

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H. Holiday Bank

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

1. Time from the Holiday Bank may be used in tenths (0.1) of an 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.
6. 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 their Holiday Bank.
7. Unit members assigned to work the last four (4) hours of the workday preceding Christmas Day and/or Christmas Day or whose regular days off occur on these holidays may convert up to twelve (12) unused holiday hours to vacation.

SECTION 11.2 – PERSONAL LEAVE

A. Amount

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

B. Maximum Accruals

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

C. Pro-rating

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

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D. Notification and Scheduling

With supervisor approval, an employee may use Paid Personal Leave at their discretion. Except in emergency situations, employees do not need to give any reasons for use of Paid Personal Leave.

E. Increments

Paid Personal Leave must be taken in tenths (0.1) of an hour increments.

ARTICLE 12 – LEAVES OF ABSENCE WITH PAY

Leaves and benefits in this agreement which make reference to being described in the District's Personnel Policies and Procedures Manual are subject to the meet and confer process if changed. The latest version of the Personnel Policies and Procedures Manual was issued on October 23, 2019.

SECTION 12.1 – SICK LEAVE

A. Accrual

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

B. Usage

1. Employees are eligible to use sick leave for the following reasons:
 - (a) Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee.
 - (b) Personal illness or physical disability.
 - (c) Quarantine by a physician.
 - (d) Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee's immediate family member or domestic partner requiring the employee to be unavailable for work, subject to Section 4 below.
 - (e) Workers' Compensation.
 - (f) Health care appointments, including medical, dental, vision, and Employee Assistance Program appointments.
 - (g) As a victim of domestic violence, sexual assault, and/or stalking, as described in the California Labor Code.
 - (h) For any other reason the law permits.
2. Sick leave for any of the reasons above shall be recorded on the employee's timecard and must be used in increments of tenths (0.1) of an hour.

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3. No less than one-half ($\frac{1}{2}$) hour of sick leave may be charged for a health care appointment, and sick leave usage over one (1) hour will be computed in tenths of an hour.
4. An employee may use up to eighty (80) hours of accrued sick leave per calendar year to care for a member of their immediate family or their domestic partner requiring the employee to be unavailable for work. This eighty (80)-hour limit may be extended by the General Manager on a case-by-case basis for good cause. Immediate family is defined as an employee's spouse, son, daughter, father, mother, brother, sister, grandmother, grandfather, father-in-law, mother-in-law, and any relative of the employee living in the employee's household. The definitions of these family relations may evolve over time under California law. For purposes of Article 12, the domestic partner of an employee is as defined by California law.

C. Reporting

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

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 & 4/10 Schedules
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 Manager to be paid for sick leave in lieu of vacation provided that the employee:

1. Was hospitalized during the period for which sick leave is claimed, or

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

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

F. Integration

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

G. Physician Statement

An employee absent on paid sick leave five (5) consecutive days or more may be required to submit to their immediate supervisor verification from a physician or licensed practitioner of their illness or injury and ability to return to work. An employee absent on paid sick leave five (5) consecutive days or more in order to care for an immediate family member or domestic partner under Section 12.1B(4) must submit to their immediate supervisor verification from a physician or licensed practitioner of the family member's or domestic partner's illness or injury.

H. Exhaustion of Sick Leave

If an employee exhausts his/ her entire bank of accrued sick leave and remains unable to return to work for any of the reasons listed in Section 12.1B.1, the employee may request a disability leave of absence without pay subject to Article 13. In the absence of such leave being granted, the absence shall be charged to other accrued leave.

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%

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

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

J. Abuse of Sick Leave

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

K. Performance Evaluation Standard

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

SECTION 12.2 – BEREAVEMENT LEAVE

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

SECTION 12.3 – WITNESS OR JURY DUTY LEAVE

A leave of absence with pay will be granted to 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, the employee shall report back to work as long as they can arrive to provide one or more hours of work.

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

The District's Personnel Policies and Procedures Manual, provides that military leave is available to all employees.

SECTION 12.5 – CATASTROPHIC LEAVE

Catastrophic leave shall be administered in accordance with the District's Personnel Policies and Procedures Manual.

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SECTION 12.6 – ADMINISTRATIVE LEAVE

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

ARTICLE 13 – FAMILY MEDICAL LEAVES AND LEAVES WITHOUT PAY

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

SECTION 13.1 – GENERAL LEAVE

A. Duration

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

B. Request

Requests for such leave of five (5) days or fewer shall be directed in writing to the Chief Ranger/Visitor Services Department Manager for approval and shall contain justification for the leave.

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

C. Benefit Premiums

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

D. 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, the employee’s anniversary date for purposes of evaluation, pay increases and vacation accrual shall be extended by the number of days included in the period of leave without pay. The employee's seniority shall also be adjusted to reflect the number of days on leave without pay.

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ARTICLE 14 – TUITION REIMBURSEMENT

SECTION 14.1 – PREAMBLE

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

SECTION 14.2 – APPROVAL

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

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

SECTION 14.3 – REIMBURSEMENT

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

ARTICLE 15 – GRIEVANCE PROCEDURE

SECTION 15.1 – DEFINITIONS

- A.** A “grievance” is a formal allegation by a member of the bargaining unit who has been adversely affected by an alleged violation of the specific provisions of this Memorandum of Understanding (MOU) or the District's Personnel Policies and Procedures Manual. A disciplinary action may not be grieved unless it is a non-property interest discipline that the Public Safety Procedural Bill of Rights Act requires an opportunity for appeal as provided in Section 17.9 of this Agreement.
- B.** A “grievant” is any unit member, group of members, or the Association adversely affected by an alleged violation of the specific provisions of the MOU or the District's Personnel Policies and Procedures Manual.
- C.** For purposes of this Section, a working day is any day that District administrative offices are open for business.
- D.** 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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- E.** 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.
- F.** With respect to Steps II through V of the Grievance Procedure, the time for filing, responding to and appealing grievances to subsequent steps shall be fifteen (15) working days from the date on the grievance, response, or appeal document unless another provision of this MOU provides a different timeframe within which to file a written document to the other Party. All timelines in this Article (including Step I) may be waived by mutual agreement in writing.

If the grievant/POA 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/POA may move the grievance to the next step.

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

SECTION 15.2 – STEP I

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

SECTION 15.3 – 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 or the Chief Ranger/Visitor Services Department Manager if they are the next level of supervision within fifteen (15) working days following receipt of the immediate supervisor's reply.
- B.** The written grievance shall contain a complete statement of the grievance, specific facts upon which the grievance is based, the specific provisions of the MOU and/or Personnel

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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 POA Staff Member.

- C. At the request of either side a meeting will be held between the grievant's Area Superintendent or the Chief Ranger/Visitor Services Department Manager if they are the next level of supervision, the grievant and the appropriate POA Representative to attempt to resolve the grievance informally. In any event, the Area Superintendent or the Chief Ranger/Visitor Services Department Manager if they are the next level of supervision shall give a written decision to the grievant within fifteen (15) working days following receipt of the written appeal to Step II, with a copy to the POA.
- D. If the grievant is not satisfied with the decision, the grievant may appeal the grievance to Step III.

SECTION 15.4 – STEP III

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

SECTION 15.5 – STEP IV

Any appeal not resolved at Step III may be appealed in writing, with copies of the Step II and Step III responses, to the General Manager with a copy to the Human Resources Manager, within fifteen (15) working days of receipt of the Step III response. Within fifteen (15) working days of receipt of the appeal, the General Manager shall convene a meeting with the grievant for the purpose of reviewing the grievance facts and issues pertinent to the grievance and to attempt to resolve the grievance. The POA 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 POA except as provided below for disciplinary grievances.

In the case of any disciplinary grievance that is appealable through Step IV pursuant to Section 17.9, any or all appeal procedures and the review and/or determination of the Step IV grievance, may be conducted by the General Manager or their designee, in accordance with the requirements of the Public Safety Officers Procedural Bill of Rights Act. Furthermore, the District will only provide documents concerning an

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employee's disciplinary action to the POA upon written request of the employee. No disciplinary grievance may proceed to Step V because the decision of the General Manager at Step IV shall be final.

SECTION 15.6 – STEP V

- A.** If the grievance is not resolved at Step IV, the grievant may elect to submit the grievance to binding arbitration. 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 POA and unless such dispute falls within the definition of a grievance as set forth in Section 15.1.
- D.** Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. No arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.
- E.** All complaints involving or concerning the payment of compensation shall be initially filed in writing with the General Manager at Step IV. Only compensation complaints which allege that employees are not being compensated in accordance with the provisions of the Memorandum of Understanding shall be considered as grievances.
- F.** Where either party claims a matter is not subject to the arbitration provisions of the Memorandum of Understanding, 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 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 POA

When the District determines that a layoff is necessary within the bargaining unit, it shall give the POA at least thirty (30) days’ notice. Such notice shall describe the classifications affected and the circumstances requiring the layoff. Upon request, the POA 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 POA 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 within the unit in a classification formerly held. If such classification is below the one currently held, the employee will have reemployment rights (Section 16.6) to the original classification.

B. Displacement

An affected unit member may bump the least senior employee in a lower classification within the POA 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.

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

SECTION 16.6 – RE-EMPLOYMENT LISTS

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

SECTION 16.7 – RIGHTS RESTORED

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

ARTICLE 17 – DISCIPLINARY PROCEDURE

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

SECTION 17.1 – PREAMBLE

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

SECTION 17.2 – PRINCIPLES AND PROCEDURES

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

SECTION 17.3 – GROUNDS FOR DISCIPLINE

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

1. Abandonment of position and absence from duty without approval;
2. Abuse or misuse of leave privileges;
3. Below-standard work performance, including poor judgment, or incompetence in the performance of required duties;
4. Disruptive behavior or discourteous or abusive treatment of the public or other employees, including threats or acts of violence in the workplace, battery or assault; discrimination against the public or employees in violation of District policies; unlawful retaliation against any person who reports facts or information to authorities or District personnel about misconduct (actual or suspected) of any District employee; or conduct unbecoming a District employee which discredits the District;

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5. Failure to abide by established District rules, regulations or policies including violation of the substance abuse policy;
6. Fraud or misrepresentation in securing appointment or promotion;
7. Insubordination;
8. Misuse of District property, work time, or funds, including use for personal purposes;
9. Neglect of duty;
10. Dishonesty, including but not limited to theft or falsification of District records or documents;
11. Failure to adhere to or comply with approved operational or safety guidelines; or negligent or reckless use or operation of vehicles, property, or equipment;
12. Failure to keep required work hours, including chronic absenteeism and chronic tardiness;
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 – NON-DISCIPLINARY CORRECTIVE ACTIONS AND REPRIMANDS

Whenever possible, counseling or an oral warning should be used prior to disciplinary action. Counseling and oral warnings shall be defined as a non-punitive process that is not considered discipline.

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 or Chief Ranger/Visitor Services Department Manager as appropriate.

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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 POA. 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 corrective action, discipline, or notice of pending discipline.

C. Reprimand

A reprimand is discipline and will be given by the Area Superintendent or immediate supervisor. When it deems it appropriate, the District will use a reprimand before imposing suspension, demotion or dismissal. The reprimand will serve as official notice to the employee that the employee's performance or behavior is seriously below standard and that continuation of such performance or behavior will subject the employee to more serious disciplinary action, including possible discharge. When appropriate, the written reprimand may be used in conjunction with a Plan for Individual Improvement in the same manner as set forth in Subsection B above. The employee shall receive a copy of the reprimand at the time it is prepared and a copy shall be sent to the POA. The employee will have the opportunity to read and sign the reprimand and Plan prior to its being placed in the employee's personnel file. Should the employee refuse to sign, that fact should be noted on the document, initialed or signed by the employee unless refused, and then entered into the employee's personnel file.

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

If one is submitted, the employee's written response shall be attached to the reprimand and filed in the employee's personnel file. The employee's response shall be directed to the Area Superintendent or Chief Ranger/Visitor Services Department Manager as appropriate.

1. Employees will have the right to POA 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

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been tried without success and the Chief Ranger/Visitor Services Department Manager has reason to believe that the suspension will bring about the improvement needed in the employee's performance or behavior. Suspensions can only be imposed by the Assistant General Manager, upon recommendation from the Chief Ranger/Visitor Services Department Manager. Suspensions shall not exceed thirty (30) calendar days.

B. Demotion

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

C. Discharge

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

SECTION 17.6 – 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, oral warnings, or other routine or unplanned contact with an employee.

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

SECTION 17.7 – 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 POA upon written request of the employee. The notice shall include:

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

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6. A statement advising the employee of the right to appeal through this Article and the right to POA representation.

SECTION 17.8 – ELECTRONIC RECORDING

Electronic recording of the pre-discipline conference 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.

SECTION 17.9 – DISCIPLINARY APPEALS

The final decision to suspend, demote or discharge following any applicable pre-disciplinary procedures will be communicated to the employee in a written Notice of Discipline. The affected employee may appeal the Notice of Discipline through the Disciplinary Appeal Procedure set forth in Section 17.9(A).

Non-property interest forms of discipline (such as warning and reprimand) are not subject to any form of disciplinary appeal, except when a Peace Officer is entitled to an administrative appeal under Section 3304(b) of the Public Safety Officers Procedural Bill of Rights Act, in which case the employee may appeal by utilizing Steps I through IV of the Grievance Procedure set forth in Sections 15.2 through 15.5. In the case of a disciplinary grievance concerning a non-property interest form of discipline, the affected employee or District may proceed directly to Step III or IV of the Grievance Procedure after imposition of the challenged disciplinary action. If the employee or District wish to proceed directly to Step III or Step IV concerning a non-property interest disciplinary matter, the employee or District will inform the other Party in writing within the timeframe described in Section 15.1(F).

A. Disciplinary Appeal Procedure

1. The affected employee may appeal a suspension, demotion or discharge to a hearing before a State of California Administrative Law Judge (“ALJ”). The employee shall submit written notice of said election within fifteen (15) working days of receipt of the Notice of Discipline. Thereafter, the parties shall jointly request the California Office of Administrative Hearing assign an ALJ to the hearing.
2. The ALJ shall hold a hearing on the appeal and render a written decision. The conduct of the hearing shall be governed by the California Administrative Procedures Act.
3. Decisions of ALJs on matters properly before them shall be advisory to the General Manager who shall render a final administrative decision which shall be subject to review pursuant to Code of Civil Procedure Section 1094.5. No ALJ shall entertain, hear, decide, or make recommendations on any disciplinary appeal unless the employee is a member of the POA bargaining unit and the discipline is a suspension, demotion or discharge from employment.
4. When either party claims a disciplinary appeal is not subject to this appeal procedure, that issue of subject matter jurisdiction shall first be decided by the ALJ without regard to the merits of the disciplinary appeal.

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5. The parties agree that any and all costs associated with a hearing procedure, including but not limited to such items as court reporters, transcripts and the ALJ's fee shall be divided equally between the District and the POA. Each party shall bear their own cost of representation.

ARTICLE 18 – PROBATIONARY PERIOD

SECTION 18.1 – LENGTH OF PROBATION

A. Initial Hires-Ranger/Lead Ranger/Supervising Ranger

All persons appointed to the sworn regular position of Ranger/Lead Ranger/Supervising Ranger after July 1, 2024, are required to complete requirements for appointment as a peace officer and have successfully completed an assigned ranger academy or equivalent. All persons shall be on probation through the successful completion of the Districts' Field training Program (FTP). Upon successful completion of the FTP, they shall serve a standard probationary period of at least twelve (12) consecutive months.

B. Promotional Appointments

All persons promoted to the regular position of Lead Ranger/Supervising Ranger who have satisfactorily passed the probationary period of their current position and have served as a Ranger/Lead Ranger for the District shall complete a standard promotional probationary period of at least twelve (12) 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 their 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 the employee's 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 they were 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 contract-out for services in any manner that triggers a negotiation obligation under the Meyers-Milias Brown Act ("MMBA"). Mutual aid and cooperation agreements between the District and other government agencies are excluded.

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

ARTICLE 20 – NO STRIKES/LOCKOUTS

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

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 POA 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.

ARTICLE 23 – TERM OF AGREEMENT

This Agreement shall be effective July 1, 2023 and shall remain in effect until June 30, 2027. Either Party may request in writing to commence negotiations for a successor Agreement up to six months before the expiration of this Agreement.

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SIGNATURE PAGE

For Midpeninsula Regional Open
Space District

For Midpeninsula Rangers Peace Officer
Association



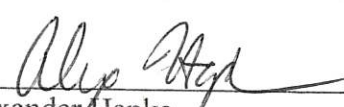
Jack Hughes
Chief Negotiator
Liebert Cassidy Whitmore LLC




Tony Silva
Labor Representative



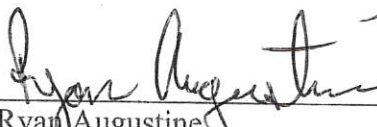
Stefan Jaskulak
Administrative Services Director/CFO




Alexander Hapke
Lead Ranger



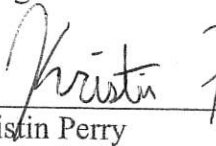
Brian Malone
Assistant General Manager




Ryan Augustine
Ranger



Candice Basnight
Human Resources Manager



Kristin Perry
Supervising Ranger



Rebecca Wolfe
Human Resources Supervisor



Jeff Smith
Ranger

Signed by District (date):

Signed by Association (date):

October 15, 2023

October 16, 2023