

MEMORANDUM OF UNDERSTANDING

2020 – 2024

**SAN BERNARDINO COUNTY
SPECIAL DISTRICTS DEPARTMENT (CSA 70)
AND
INTERNATIONAL BROTHERHOOD
OF
ELECTRICAL WORKERS LOCAL #47**



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2020-2024

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SPECIAL DISTRICTS DEPARTMENT WATER AND SANITATION DIVISION
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL #47**

PREAMBLE

The parties to this Agreement affirm their mutual commitment to the goals of effective and efficient public service, high employee morale, sound, and responsible management of San Bernardino County Special District (CSA 70) business, and amicable employer-employee relations. The parties acknowledge that productivity improvement can only be achieved as a by-product to valuing people.

The parties encourage the highest possible degree of friendly cooperative relationships between their respective representatives at all levels and with and between all employees.

RECOGNITION

Pursuant to the provisions of the Special District’s Employee Relations Ordinance and applicable State law, the International Brotherhood of Electrical Workers, Local #47 (IBEW) was certified, on March 14, 2014, as the exclusive recognized employee organization for employees in the Water and Sanitation Unit (hereinafter the “Unit”) who work for the San Bernardino County Special Districts Department (CSA 70) Water and Sanitation Division (hereinafter the “District”), previously found to be an appropriate unit by the County’s Director of Human Resources. The District hereby recognizes IBEW as the exclusive recognized employee organization for employees in the employee classifications comprising said Unit as listed in Appendix B, hereof, as well as employees in such classes as might be added to this Unit hereafter by the District.

ACCESS TO PERSONNEL RECORDS

All personnel records are confidential and access to personnel records of the employee shall be limited to the County’s Director of Human Resources, the Appointing Authority, the Board of Supervisors, or their authorized representatives. Employees currently employed by the District, and/or their representatives, designated by the employee in writing, will be allowed to review the employee’s personnel records during regular business hours.

Letters of reference and other matters exempted by law shall be excluded from the right of inspection by the employee.

Negative information may be purged from the personnel records, subject to legal constraints, at the sole discretion of Human Resources or upon the request of the employee and upon approval of Human Resources and the employee shall be so notified.

Employees desiring to review such records shall make such request in writing at least twenty-four (24) hours in advance to their appointing authority, Department Head, or Human Resources as appropriate.

ACCESS TO WORK LOCATIONS

The parties recognize and agree that in order to maintain good employee relations, it is necessary for labor relations representatives of IBEW to confer with the District employees during working hours.

Therefore, IBEW labor relations representatives will be granted access to fixed work locations during regular working hours to investigate and process grievances or appeals. IBEW labor relations representatives shall be granted access upon obtaining authorization from the appointing authority or designated management representative prior to entering a work location and after advising of the general nature of the business. However, the appointing authority or designated management representative may deny access or terminate access to work locations if, in their judgment, it is deemed that the visit would interfere with the efficiency, safety, or security of the District operations. The appointing authority shall not unreasonably withhold timely access to work locations. The appointing authority shall ensure that there is at all times someone designated who shall have full authority to approve access. If a request is denied, the appointing authority or designated management representative shall establish a mutually agreeable time for access to the employee.

IBEW labor relations representatives granted access to fixed work locations shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal.

The appointing authority or designated management representative may mutually establish with the IBEW labor relations representative reasonable limits as to the number of visits authorized with the same employee on the same issue, and reasonable limits as to the number of employees who may participate in a visit when several employees are affected by a specific issue. The District shall not unduly interfere with IBEW’s access right to fixed work locations.

ACCIDENTAL DEATH AND DISMEMBERMENT

Any employee may purchase amounts of Accidental Death and Dismemberment (AD&D) insurance coverage for themselves and dependents through payroll deduction according to the following schedule:

EMPLOYEE COVERAGE	DEPENDENT COVERAGE	
	SPOUSE/DOMESTIC PARTNER	EACH CHILD
\$10,000	\$5,000	\$3,125
\$25,000	\$12,500	\$6,250
\$50,000	\$25,000	\$12,500
\$100,000	\$50,000	\$25,000
\$150,000	\$75,000	\$25,000
\$200,000	\$100,000	\$25,000
\$250,000	\$125,000	\$25,000

The District agrees to provide these benefits subject to carrier requirements as specified in the Certificate of Insurance, to be administered by the County’s Employee Benefits and Services Division. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the District.

MEMBERSHIP DUES

All employees who are in a job classification within the representation Unit of IBEW Local 47 may choose to become a member of IBEW Local 47. If the employee chooses to become a member, he/she shall authorize payroll deduction for membership dues. Employees in the Unit who have chosen to become members of IBEW Local 47 may withdraw from IBEW Local 47 by sending a signed letter to IBEW Local 47. IBEW Local 47 shall certify to the District to terminate dues deductions for any such employees, consistent with applicable law. Further, IBEW Local 47 shall be required to recertify payroll deductions for any employee who 1) is in the Unit and has chosen to be a member of IBEW Local 47, 2) then separates from the bargaining unit (e.g., leave District employment, promotes to another unit, etc.), 3) then later returns to the Unit and again chooses to become a member of IBEW Local 47.

Dues withheld by the District shall be transmitted to IBEW Local 47's Officer designated in writing by IBEW Local 47 as the person authorized to receive such funds, at the address specified.

The District agrees to permit payroll deduction for membership dues. The District shall not be obligated to put into effect any new membership dues deduction until IBEW Local 47 provides the District written certification of an individuals' membership dues deduction authorization in sufficient time to permit normal processing of the change or deduction. Payroll deduction cards must reflect clear and compelling evidence that the employee is affirmatively consenting to the membership dues deduction.

IBEW Local 47 shall be fully responsible for expending funds received under this Article consistent with all legal requirements for expenditures of employee dues, which are applicable to public sector labor organizations.

Any other District payroll deductions shall be as agreed by the parties subject to the San Bernardino County Employee Relation Ordinance.

IBEW Local 47 shall keep an adequate itemized record of its financial transactions and shall make available annually to the District and, upon request to the employees who are members of IBEW Local 47 within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its Business Manager/Financial Secretary or by a Certified Public Accountant. A copy of financial reports required under or referred to in the Labor-Management Disclosure Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement.

IBEW Local 47's indemnity and liability obligation is more fully set forth as follows:

- (a) IBEW Local 47 shall defend, indemnify and hold harmless the County of San Bernardino, Special Districts, and its Officers and employees from any claim, loss, liability, cause of action or administrative proceeding arising out of the operation of this Article. Upon commencement of such legal action, administrative proceeding, or claim, IBEW Local 47 shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit or judgment made or brought against the County, Special Districts, or its Officers and employees because of any application of this Article shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of IBEW Local 47 shall not diminish IBEW Local 47's defense or and indemnification obligations under this Agreement.
- (b) The District, immediately upon receipt of notice of such claim, proceeding or legal action shall inform IBEW Local 47 of such action, provide IBEW Local 47 with all information, documents, and assistance necessary for IBEW Local 47 defense or settlement of such action and fully cooperate with IBEW Local 47 in providing all necessary employee witnesses and assistance necessary for said defense. The cost of any such assistance shall be paid by IBEW Local 47.
- (c) IBEW, Local 47 upon its compromise or settlement of such action or matter shall immediately pay the parties to such action all sums due under such settlement or compromise. IBEW, Local 47, upon final order and judgment of a Court of competent jurisdiction awarding damages or costs to any employee, shall pay all sums owing under such order and judgment.

AUTHORIZED SHOP STEWARDS

The IBEW Business Manager may designate employees as authorized shop stewards or alternates to represent employees in the processing of grievances or during disciplinary proceedings subject to the following rules and procedures:

- (a) The IBEW Business Manager may designate two (2) authorized shop stewards from the Water and Sanitation Division, and one (1) authorized shop steward from the clerical group. The IBEW Business Manager shall be entitled to designate one (1) alternate for each authorized shop steward provided that the alternates shall be located at the same location as their appropriate representative.
- (b) The IBEW Business Manager will designate only employees who have completed their initial probationary period.
- (c) IBEW shall file with the affected Group Administrator, Department Head, Department Human Resources Officer, and the County's Director of Human Resources, or designee, a written list of all employees designated as authorized shop stewards and alternates, such list to be kept current by IBEW.
- (d) Time spent during regularly scheduled work hours by an authorized shop steward or alternate in representing an employee shall only be compensated by the District at such steward's or alternate's base rate of pay.
- (e) District vehicles and supplies may not be used. District telephones may not be used in implementing the provisions of this Article if such would unduly interfere with the efficiency, safety, or security of the District operations and result in telephone costs to the District.

BILINGUAL COMPENSATION

Employees in positions designated by the District Management which require employees as a condition of employment to perform bilingual translation as a part of their regular duties, shall be entitled to bilingual compensation. Such compensation shall apply regardless of the total time required per day for such translation. Employees in such positions must be certified as competent in translation skills in order to be eligible for compensation. The two (2) levels of competency certification solely determined and administered by Human Resources include: verbal skill level and written skill level. Compensation per pay period shall be as follows: fifty dollars (\$50) verbal and fifty-five dollars (\$55) written per pay period.

CLASSIFICATION

Section 1 – Purpose

Classification review is a management tool to ensure the accurate reflection of tasks and duties involved in each District position for the purpose of recruitment, retention, compensation, and organizational structuring. Any request to review a classification action shall be submitted to the County's Director of Human Resources, or designee. Any classification appeals shall be subject to the Classification Appeal Procedure as stated in the Personnel Rules for Board-Governed Special Districts. Whenever positions are subject to any change as a result of classification review, any Board of Supervisors' action shall be made on the recommendation of the Appointing Authority of the Special District.

Section 2 – Implementation of Classification Study Results

(a) Downgradings

A downgrading is the reclassification of a position from one classification to another classification having a lower base salary range. When a position is downgraded, the incumbent employee may continue at the same salary rate payment where the salary rate is within the new base salary range. Where an incumbent receives a salary rate payment greater than the maximum of the new base salary range, the Director of Human Resources may authorize continuation of the same rate payment to the incumbent employee that the employee received prior to the downgrading of the position by placing the employee on an “X” step, provided that the employee shall receive no future salary rate increases until the salary rate of the position held exceeds the “X” step.

(b) Upgradings

An upgrading is the reclassification of a position from one classification to another classification having a higher base salary range. Whenever an incumbent employee is upgraded as a result of such reclassification, pursuant to the Special Districts Personnel Rules, such employee’s step placement in the new salary range shall be governed by the Article on “Promotions.”

DEFERRED COMPENSATION

Section 1 – Salary Deferral Enrollment

Effective 90 days after the effective date of the MOU, all employees shall automatically be enrolled in the County’s 457 Deferred Compensation Plan and contribute 1.00% of base salary to the plan, subject to all legal requirements and constraints. Prior to the first salary deferral deduction employees shall be provided a 30-day period during which the employee may decline in writing to be enrolled and no salary deferral deduction shall be taken. Thereafter, after being enrolled into the County’s 457 Deferred Compensation Plan employees may withdraw at any time.

The Human Resources Employee Benefits and Services Division shall establish the forms and guidelines for the salary deferral declination of enrollment and administer the deduction according to the applicable Plan Document(s) and/or Human Resources Benefits procedures.

Section 2 – District Matching Contribution

Effective June 20, 2020, employees who have completed one (1) year of continuous service in a regular position shall be eligible for the benefits of this article. The bi-weekly contribution of employees who contribute to the County’s Section 457(b) Deferred Compensation Plan will be matched by a District contribution on the basis of one-half times ($1/2 \times$) the employee’s contribution up to one-half percent ($1/2\%$) the employee’s bi-weekly base salary. For example, an employee who contributes \$10.00 per pay period shall receive a District contribution of \$5.00 per pay period, provided that \$5.00 does not exceed one-half percent ($1/2\%$) of the employee’s bi-weekly base salary. District contributions to the Plan shall not be considered earnable compensation.

DEFINITIONS

Listed below are definitions of terms commonly used in this Agreement:

Appointing Authority – Refers to the department head of the employee’s department (i.e., the Director of Special Districts). It includes any person who is designated as acting department head; employees acting for the department head during absence, and/or employees delegated all authority to act on behalf of the Appointing Authority on a regular basis.

Base Rate of Pay/Base Hourly Rate – Refers to the employee’s base hourly wage, excluding differentials and other pay above the base hourly wage (See Appendix C).

Board of Supervisors – Refers to the County of San Bernardino Board of Supervisors sitting as the governing body of the District.

Calendar Year - Refers to pay period 1 through 26 consecutively (or 27 when applicable).

Continuous Service – Refers to the total length of service from an employee’s most recent beginning (hire) date in a regular position with no separation from District employment.

County – Refers to San Bernardino County, a separate legal entity that contracts with the District to provide certain administrative functions, including Human Resources, to the District.

County’s Director of Human Resources – Refers to the incumbent in the Director of Human Resources position. It also includes any person who has been designated as acting Director of Human Resources, employees acting for the Director of Human Resources during absence, and/or employees delegated authority approval on a regular basis by the Director of Human Resources.

Date of Hire or Hire Date – Refers to the effective date of the most recent date of hire in a regular position.

Fiscal Year – Ordinarily refers to pay period 15 of one year through pay period 14 of the following year.

Fringe Benefit(s) – Refers to non-wage compensation provided to employees such as, but not limited to, employer paid insurances, paid leaves, tuition reimbursement, Medical Emergency Leave, Voluntary Time Off, and Opt-out/Waive amounts. Fringe benefits shall not include compensation such as base salary, SAC Pay and differentials.

Paid Hours – Shall mean hours actually worked or the use of accrued leave time such as vacation, sick, holiday, or compensatory time. It does not include unpaid hours or disability payments such as State Disability or workers compensation.

Paid Status – Refers to any pay period in which an employee codes paid hours.

Regular Position – Refers to a position authorized by the Board of Supervisors, that may be budgeted at either full-time or part-time level, and may be in either the Classified or Unclassified Service. Regular positions do not include recurrent, extra-help, ordinance, contract and other contingent positions.

Regular Status – Refers to an employee’s status upon the completion of a required probationary and/or trainee period in a regular classified position in the employee’s current or prior position as applicable.

Service Hours – Refers to paid hours during an employee’s regular tour of duty, up to 80 hours per pay period. Time without pay, disability payments, Medical Emergency Leave, and overtime hours do not count as service hours.

Working Days – Refers to the days that the District is normally open to conduct business, i.e., Monday through Friday, excluding District holidays.

DEMOTIONS

A demotion is the appointment of an employee from an incumbent position to a position in a different classification for which the maximum rate of pay is lower. An employee demoted for disciplinary reasons shall be placed on the step within the base salary range of the class to which demoted, as provided in the order of demotion.

An employee demoted for non-disciplinary reasons shall be retained at the same salary rate, provided, that the salary rate does not exceed top step of the salary range of the demoted class, except that such an employee

may be placed on an “X” step in accordance with the provision of the Downgrading Section, with the approval of the Appointing Authority of the Special Districts and the Director of Human Resources.

A promoted employee who returns to a former classification during the probationary period shall be placed on the same step within the base salary range for the former classification that the employee was on at time of promotion. No credit shall be granted for time spent at the promoted level for next step advance due date.

DEPENDENT CARE ASSISTANCE PLAN

The purpose of Section 125 Dependent Care Assistance Plan (DCAP) is to permit eligible employees to make an election to pay certain dependent care expenses with salary reduction from compensation contributed to the Plan before federal income or social security taxes are paid to the Internal Revenue Service (“Salary Reduction”) in accordance with Sections 125 and 129 of the Internal Revenue Code (IRC) of 1986 and regulations issued pursuant thereto. DCAP shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law. DCAP exclusions from gross income do not affect compensation for retirement purposes.

DCAP will be administered by the County’s Human Resources Department, Division Chief, Employee Benefits & Services consistent with said IRC Section 125 and the County’s Dependent Care Assistance Plan Document.

- (a) To be eligible to enroll for this benefit, an employee must be in a regular position.
- (b) Enrollment in the Plan for current employees is required every Plan Year and is limited to the annual open enrollment period or no later than sixty (60) calendar days following the date of becoming eligible due to a mid-year Change in Status event. Failure to submit the participation agreement within the time frame shall result in an election to not participate in the Plan.
- (c) An employee must elect to contribute to DCAP through salary reduction on forms approved by the County’s Human Resources Division Chief Employee Benefits & Services. An employee election to participate shall be irrevocable for the remainder of the plan year. Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year, except to the extent permitted under Internal Revenue Service rulings and regulations and the County’s Dependent Care Assistance Plan Document.
- (d) Pursuant to IRC Section 125, any amounts remaining in the employee’s account at the end of the Plan Year must be forfeited except as permitted by the IRC and the County’s Dependent Care Assistance Plan Document. The County will use any forfeited amounts to help defray the Plan’s administrative expenses.

DIFFERENTIALS

Section 1: Certification Differentials

- (a) The following certification differentials shall be established for Unit members:
 - (1) Fifty cents (\$.50) per hour per certification up to (2) certifications on hours actually worked for Unit members who obtain higher levels of certification above and beyond what is required as a minimum requirement of their jobs at the time of hire or promotion.
 - (2) Forty-five cents (\$.45) per hour per certification for up to two additional certifications on hours actually worked for Unit members who obtain higher levels of certification above and beyond what is required as a minimum requirement of their jobs at the time of hire or promotion.

- (3) All certifications must be directly related to Water and Sanitation operations and must be approved by the Deputy Director or designee. Under no circumstances will the differentials of this article be applicable to any certifications for which a differential is already provided for in the MOU.
- (4) All requests for certification differentials must be approved or denied within one (1) pay period from the date of the request, and must be processed within two (2) pay periods from the approval date. These timelines may be extended upon mutual agreement of the affected parties.

Section 2: Evening and Night Shift Differentials

- (a) Effective the pay period following Board approval of the MOU, employees shall be eligible for an evening or night shift differential as follows:
 - (1) Employees assigned to a continuous or regularly recurring evening or night shift shall receive a shift differential over and above the established base rates of pay. Further, employees who provide relief work for other employees assigned to continuous or regularly recurring evening or night shift tours of duty shall receive shift differential compensation.
 - (2) Employees who work the majority of a shift, including at least four (4) hours with or without intervening meal time, between 6:00 p.m. and 12:00 a.m. (midnight), shall receive an evening shift differential of one dollar and twenty cents (\$1.20) per hour over and above their base hourly rate.
 - (3) Employees who work the majority of a shift, including at least four (4) hours with or without intervening meal time, between 12:00 a.m. (midnight) and 8:00 a.m., shall receive a night shift differential of one dollar and seventy cents (\$1.70).
 - (4) Employees shall be eligible to receive shift differential compensation for all hours worked on that shift only when the majority of hours worked are on a shift covered by a shift differential. For example, an employee is assigned to work from 12:30 p.m. to 10:00 p.m. (i.e., a 9 hour shift with a 30-minute meal period). Since the majority of hours worked (i.e., 5.5 hours less a 30-minute meal period) are not covered by a shift differential, the employee is not eligible to receive shift differential compensation.
 - (5) Where the hours worked on a shift overlap more than one shift differential period, the employee will receive the applicable shift differential for all hours worked during that shift based on the majority of the shift worked. For example, an employee is assigned to work from 8:00 p.m. to 5:30 a.m. (i.e., a 9 hour shift with a 30-minute meal period). Since the majority of hours (i.e., 5.5 hours less the 30-minute meal period) are worked during the period of time covered by the Night Shift differential, the employee would receive the Night Shift differential (i.e., REG3) for all hours during that shift (i.e., 9 hours).
 - (6) Employees who are assigned to a continuous evening or night shift shall receive such differential in addition to base pay when computing paid leave compensation. Employees assigned to a continuous evening or night shift shall not receive the differential during a leave of more than a full pay period (e.g., sick, vacation for sick leave purposes, etc.). However, employees (excluding those who are using paid leave time to extend their years of service prior to retirement) who, with the approval of the appointing authority, take a vacation of more than a full pay period (e.g., vacation leave, etc.) shall be eligible to receive the differential.

Section 3: Longevity Differential

Effective March 14, 2020, Unit employees shall be eligible for a longevity pay differential above the base rate of pay.

Eligibility for such differential, as indicated below, shall be based on total hours of completed continuous service with the District. The longevity pay differential shall be paid on all paid hours, up to an employee's standard hours, and shall not be considered when determining the appropriate rate of pay for a promotion or demotion.

TOTAL COMPLETED SERVICE	Compensation
31,200 Continuous District Service Hours (15 years)	2.0%

For purposes of the longevity pay differential, a year of completed District service is defined as 2,080 service hours with the County.

Section 4: Chief Plant Operator Differential

Effective March 14, 2020, employees who are assigned by the Appointing Authority to perform the full duties of a Chief Plant Operator (CPO) shall receive a pay differential from 5.0% to 7.5% above the employee’s base rate of pay per pay period. This differential shall only be paid for hours actually worked while performing as the CPO. Leave types (e.g., sick leave, vacation leave, etc.), shall not be considered hours worked for the purpose of this section.

DIRECT DEPOSIT (ELECTRONIC FUND TRANSFER)

All employees must make and maintain arrangements for the direct deposit of paychecks and reimbursements into the financial institution of their choice via electronic fund transfer. Employees who have not made such arrangements by the end of the 4th pay period after their date of hire shall be subject to disciplinary action. In cases where an employee is unable to make arrangements for electronic fund transfer, the County’s Director of Human Resources, or designee may allow an exception to this Article. Any exceptions granted may be reviewed periodically for continuation, subject to the approval of the County’s Director of Human Resources, or designee.

Employees who fail to make arrangements for direct deposit shall receive paychecks and/or expense reimbursements via pay card.

DISTRICT IDENTIFICATION CARDS

The District will provide identification cards to all employees in regular positions. Employees shall carry such cards consistent with District policy. Employees shall surrender such cards upon separation from District employment.

DISTRICT MANAGEMENT RIGHTS

All management rights and functions shall remain vested exclusively with the District. It is recognized merely by way of illustration that such management rights and functions include but are not limited to:

- (a) The right to determine the mission of each of its Districts, commissions, and municipal advisory councils.
- (b) The right of full and exclusive control of the management of the District; supervision of all operations; determination of the methods and means of performing any and all work; and composition, assignment, direction, location, and determination of the size and mission of the work force.
- (c) The right to determine the work to be done by the employees, including establishment of levels of service and staffing patterns.
- (d) The right to change or introduce new or improved operations, methods, means, or facilities; or, to contract for work to be done.

- (e) The right to prescribe qualifications for employment and determine whether they are met; to hire, set and enforce performance standards, and promote employees; to establish, revise and enforce work rules; to schedule work time and time off; to transfer, reassign, furlough and lay off employees; to suspend, reduce in step, demote, discharge or otherwise discipline employees for cause; and to otherwise maintain orderly, effective, and efficient operations.

DUAL APPOINTMENTS

The County's Director of Human Resources, or designee, may authorize the appointment of two (2) full-time employees to the same budgeted regular position, to facilitate training, to make assignments to a position, which is vacant due to an extended leave of absence, or in an emergency. The most recently hired dual appointee shall enjoy all of the benefits of regular employees except regular status, unless the most recently appointed dual appointee has regular status in the same classification. The Appointing Authority, or designee, shall notify the most recently hired dual appointee in writing and such notification will clearly define the benefits to which that employee is entitled. Upon return of the initial appointee or completion of the training period or emergency, the following procedure shall apply. If the most recently appointed dual appointee has regular status in the same classification, he/she shall be placed in a vacant position in the same classification in the department/group. If no position is available, the employee shall be laid off, in accordance with the Personnel Rules of the Board Governed Districts, provided, however, that the initial appointee shall be excluded from the order of layoff. If the most recently appointed dual appointee does not have regular status in the classification, he/she may be appointed to a vacant position in the same classification in the department/group, however, he/she shall be required to serve a probationary period unless waived by the appointing authority. If the most recently appointed dual appointee held prior regular status in a lower classification in the District immediately preceding the dual appointment, he/she shall have the right to return to the former classification. If he/she has not held prior regular status in a lower level classification, he/she shall be terminated.

ELECTRONIC TIME SHEETS (eTime)

Electronic Time Sheets (i.e., eTime) should normally be completed and electronically signed by the employee. Employees shall be provided a copy of any eTime Report whenever said report is submitted without the employee's signature. Payroll clerks who handle eTime Reporting shall make every effort to contact the employee regarding any correction to the time shown on said report and explain the reasons for the change before the report is submitted to the Auditor-Controller/Treasurer/Tax Collector's Office for processing. In all cases where corrections are made in the presence of the employee and accepted, the employee shall approve such corrections by signing an amended Time and Labor Report. If time does not allow for this procedure because of the Auditor-Controller/Treasurer/Tax Collector's deadline, the payroll clerk shall notify the employee of the correction and that an adjustment will be made in a subsequent pay warrant. Unless otherwise provided in this Agreement, time shall be reported in increments of full fifteen (15) minutes actually worked for pay purposes.

The District reserves the right to use other time accumulation devices. If errors result from the improper or unclear preparation of an employee's eTime by the employee, the employee shall hold harmless the District for any delays in warrant processing.

EMPLOYEE RIGHTS

The following are employee rights:

- (a) The right of employees to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.

- (b) The right of employees to refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with the District.
- (c) The right of employees to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of an appointing authority, supervisor, other employees, or employee organizations as a result of their exercise of rights granted in this Article.
- (d) The right of IBEW, Local #47, upon its request and prior to implementation, to meet and confer with District Management regarding impacts of any significant change in terms or conditions of employment which results in a significant impact on employees, except in emergencies.

EXPENSE REIMBURSEMENT

Employees shall be reimbursed for all expenses incurred in connection with the conduct of District business, including, but not limited to: travel, lodging, meals, gratuities, and other related costs. Payment for actual expenses is subject to the approval of the Appointing Authority of the Special Districts Department. Reimbursement for expenses for travel and subsistence will be listed below.

Section 1 – General Provisions

The purpose of this Article is to define the policy and procedures by which employees shall report and be reimbursed for necessary expenses incurred on behalf of the District, except as may be otherwise provided in this Agreement.

Section 2 – Responsibilities

It shall be the responsibility of the Appointing Authority for the Special Districts Department or designee to investigate and approve each request for expense reimbursement. It shall be the responsibility of each employee to obtain prior approval from the Appointing Authority of the Special Districts Department or designee to incur a business expense or to exceed maximum allowable amounts provided in Section 7 of this Article. Prior approval may be in the form of standing orders issued by the Appointing Authority for the Special Districts Department. Failure to obtain prior approval may result in denial of any expense claim (or excess amount) not pre-approved.

Section 3 – Travel Authorization

- (a) All foreseeable travel requests must be submitted to the Fiscal Division four (4) weeks prior to travel. Out of state travel requests must be submitted six (6) weeks prior to travel.
- (b) Travel outside the State of California must be approved by the Chief Executive Officer or designee except when the trip outside California is within twenty (20) miles of the California border or travel through a location anywhere in the adjacent state as a means of arriving at a location within California. Requests for such travel shall be submitted to the County Administrative Office through a travel request.
- (c) The Appointing Authority for Special Districts Department shall initiate travel requests. The Chief Executive Officer and Auditor-Controller/Treasurer/Tax-Collector shall be notified in writing of all such designees.
- (d) The Appointing Authority for Special Districts Department or designee is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this Article.

Section 4 – Authorization for Attendance at Meetings

- (a) The Appointing Authority for Special Districts Department may authorize attendance at meetings at District expense when the program material is directly related to an important phase of District service and holds promise of benefit to the District as a result of such attendance.
- (b) Authorization for attendance at meetings without expense reimbursement, but on District time, may be granted when the employee is engaged on the District's behalf, but from which the gain will inure principally to the benefit of the employee and only incidentally to the District.

Section 5 – Records and Reimbursements

- (a) Requests for expense reimbursement should be submitted once each month, and within one year of the date that expense was incurred.
- (b) Unless otherwise provided in this Article, original receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:
 - (1) Private mileage (e.g., mileage to the airport).
 - (2) Telephone and other communication-related charges including Wi-Fi and internet access fees if needed to conduct District business.
 - (3) Other authorized expenses which are less than one dollar (\$1.00).
- (c) Claims for expense reimbursement totaling less than one dollar (\$1.00) in any fiscal year shall not be paid.
- (d) Reimbursement shall not be made for any personal expenses such as, but not limited to, entertainment, barbering, alcoholic beverages, etc.
- (e) Except as otherwise provided in this Article, expense reimbursements shall be made on an actual cost basis.
- (f) If original receipt is unavailable, the employee may submit a signed statement with an explanation of expenses (i.e., itemized list of expenses with location, date, dollar amount, and reason for expenses) and an explanation as to why the receipt is unavailable.
- (g) Expense reimbursement shall be made via Electronic Fund Transfer into the financial institution of the employee's choice or by pay card. Employees who fail to make arrangements for direct deposit shall receive reimbursements via pay card.

Section 6 – Transportation Modes

- (a) The general rule for selection of a mode of transportation is that made which represents the lowest expense to the District. Where an employee is given the choice between several means of travel (e.g., use of District vehicle vs. own personal vehicle, flying vs. driving, etc.) and the employee chooses the option that is more costly, the employee shall only be reimbursed for the lesser cost option. For example, if an employee chooses to drive his/her own vehicle when offered a District vehicle, the employee shall not be entitled to any reimbursement. Similarly, if the cost of flying on an airplane is less than the cost of driving, the employee shall only be reimbursed for the amount the District would have paid for the flight.
- (b) Travel Via Private Automobile
 - (1) Reimbursement for the use of privately owned automobiles, to conduct District business, shall be at the IRS allowable rate at the time the mileage was incurred. Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private automobile,

insurance, maintenance and all other transportation-related costs. The District does not provide any insurance for private automobiles used on District business. The owner of an automobile is responsible for the personal liability and property damage insurance when the vehicle is used on District business.

- (2) When employees traveling on official District business, leave directly from the principal place of residence rather than from their assigned work location, mileage allowed to the first work contact point shall be the difference between the distance from the residence to the assigned work location and the distance from the residence to the first work contact point. If the first work contact point is closer than the assigned work location, no mileage shall be allowed. If the employee departs from the last work contact point directly to the residence, the same principle governs.

Employees may have multiple assigned work locations. Mileage allowed is based on the assigned work location for that day. When employees have more than one assigned work location in a standard tour of duty, mileage shall be allowed between assigned work locations.

In no case will mileage be allowed between the employee's residence and the assigned work location.

(c) Travel Via Rental Vehicles

Reimbursement will be provided for the cost of a rental vehicle for business purposes if the Appointing Authority or designee approves such use. Rental vehicles are covered for liability and vehicle physical damage under the District's self-insurance program. Reimbursement will not be provided for the additional costs incurred if any employee purchases additional insurance or signs a Collision Damage Waiver (CDW) when renting a vehicle for District business. A copy of the rental agreement or rental receipt and gasoline receipt must accompany requests for reimbursement for gasoline for rental vehicles.

(d) Travel Via Ride-Share Service, Taxi, or Public/Mass Transit

Reimbursement will be provided for the cost of using a ride-share (e.g., Uber or Lyft), taxi, or public/mass transit (e.g., bus, streetcar, or ferry) if such expenses are incurred for District business and approved by the appointing authority.

(e) Travel Via Air

When commercial aircraft transportation is approved the "cost of public carrier" shall mean the cost of air coach class rate including tax and security surcharges.

(f) Incidental Travel Expenses

Reimbursement will be provided for the cost of incidental travel expenses such as bridge tolls, road tolls, and parking fees if such expenses are incurred as part of District business and approved by the appointing authority. Valet parking will not be reimbursed unless self-parking is not available or security is a concern.

Section 7 – Meals and Lodging

- (a) Meal and lodging expenses shall not be allowed without prior approval of the Appointing Authority or designee as necessary for the purpose of conducting District business. Meal and lodging selections should represent a reasonable cost to the District and be generally consistent with the rates established by the General Services Administration (GSA). Excess charges for meals and lodging greater than the amounts listed below in paragraphs (b) and (c) may be authorized under special conditions, such as a convention or conference requirement (e.g., lodging at the hotel where the conference is held) or if District business requires lodging and meals in an area of unusually high cost (i.e., Non-Standard Areas as established by the GSA). Employees may be reimbursed for expenses in high cost areas for the actual cost incurred, but generally not to exceed the per diem amounts established by the GSA for that area and month. Receipts are mandatory to obtain

reimbursement for all lodging expenses, and except as provided below, for all meal expenses claimed, except as otherwise provided.

- (b) An employee may be reimbursed for lodging expenses at actual cost, generally not to exceed the standard lodging per diem rates as established by the GSA, except as otherwise provided in Section 7, Paragraph A of this Article.
- (c) Except as otherwise provided in Section 7, Paragraph A of this Article, reimbursements for meal expenses for up to three (3) separate meals per day may be provided as follows:
 - (1) Option 1 – With receipts, an employee may be reimbursed for meal expenses at actual cost not to exceed eleven dollars (\$11.00) for breakfast, fifteen dollars (\$15.00) for lunch; and twenty-four dollars (\$24.00) for dinner, plus tax and up to 15% gratuity.
 - (2) Option 2 – Without receipts, an employee may be reimbursed for meal expenses at per diem rates not to exceed six dollars (\$6.00) for breakfast, nine dollars (\$9.00) for lunch, and nineteen (\$19.00) for dinner, plus tax and up to 15% gratuity.
 - (3) Where the cost of a meal is included as part of a registration charge for an event (e.g., continental breakfast at a conference or training seminar) or in the cost of lodging, an employee may not claim reimbursement for that meal.
- (d) The parties agree that it is the basic responsibility of employees to anticipate and make provision for their own meals. In emergency situations at the work site, if an employee is unable to obtain a meal due to extraordinary working conditions or an extremely remote work site, the District shall make every effort to provide meals.

Section 8 – Expense Advances

Advancement of funds for business expenses can be obtained from the Auditor/Controller's office through submission of the appropriate form. Advancements shall not exceed the maximum amounts for each meal as set forth in Section 7, Paragraph C of this Article. The minimum amount to be advanced is twenty-five dollars (\$25.00). Upon return from travel, the employee must submit an expense reimbursement form and all receipts documenting expenses incurred. If the employee does not submit this accounting within fifteen (15) calendar days of return from travel, or prior to termination of District employment, the Auditor/Controller's office may recover the amount advanced from the employee's pay.

Section 9 – Credit Card

The Appointing Authority may issue the District credit card to an employee and required business expenses be paid with said card. Further, the District may require that meal and lodging expenses be limited to the maximum amounts listed in Section 7, paragraphs (b) and (c) above. If unauthorized charges are placed on the card, the employee shall be required to reimburse the District. If the employee fails to reimburse the District within fifteen (15) calendar days or prior to separation from District service, the Auditor-controller's office may recover any unauthorized charges from the employee's pay.

FITNESS FOR DUTY

The parties agree that physical and mental fitness of District employees are reasonable requirements to perform the duties of the job and instill public confidence. Recognizing these important factors, the parties agree that during the term of this Agreement the District with reasonable cause, may require medical and psychological assessments of employees provided the District pays and provides time off without loss of pay for such assessments. All such assessments shall be done by appropriately qualified health care professionals.

Medical and psychological reports shall be released to and retained by the Center for Employee Health and Wellness. The information in these reports shall only be released on a need-to-know basis, restricted to the purpose for which the examination was originally required, for the effective conduct of District business.

Any remedial or treatment action shall be the full responsibility of the employee, except as otherwise provided by law.

FLEXIBLE SPENDING ACCOUNT

The purpose of this Section 125 Medical Expense Reimbursement Flexible Spending Account (FSA) is to permit eligible employees to make an election to pay for qualifying medical care expenses, as determined by Section 213 of the Internal Revenue Code (IRC) of 1986, on a pre-tax basis by salary reduction in accordance with Sections 125 and 105(b) of the IRC and regulations issued pursuant thereto.

FSA shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law. FSA exclusions from gross income do not affect compensation for retirement purposes.

FSA will be administered by the County's Human Resources Employee Benefits and Services Division, consistent with said IRC Sections and the County's Plan Document.

- (a) To be eligible for this benefit, an employee must be in a regular position.
- (b) Enrollment in the Plan for current employees is required every Plan year and is limited to the annual open enrollment period or no later than sixty (60) calendar days following the date of becoming eligible due to a mid-year Change in Status event.
- (c) Eligible employees may contribute, on a pre-tax basis, to a flexible spending account, each bi-weekly pay period up to the established amount pursuant to the IRC annual maximum. An employee election to participate in the Plan shall be irrevocable for the remainder of the Plan year. Once a salary reduction has begun, in no event will changes to elections or discontinuation of contributions be permitted during the Plan year except to the extent permitted under Internal Revenue Service rulings and regulations and the County's Medical Expense Reimbursement Plan Document.

Employees who select the Blue Shield Access + HMO Plan or the Kaiser Choice HMO Plan and elect to enroll in the FSA shall be eligible for up to a \$10.00 per pay period match to the FSA to be credited on a quarterly basis.

- (d) Any amounts remaining in an employee's account at the end of the Plan year must be forfeited except as permitted by the IRC and the County's Medical Expense Reimbursement Plan Document. The County will use any forfeited amounts to help defray the Plan's administrative expenses.

FULL UNDERSTANDING, MODIFICATION, AND WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, and that the understanding arrived at after the exercise of that right are set forth in this Agreement. The express provisions of this Agreement for its duration therefore constitute the complete and total contract between the District and IBEW with respect to wages, hours and other terms and conditions of employment. Any prior or existing Agreement between the parties, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. Therefore, except as provided below, the District and IBEW for the life of this Agreement, each voluntarily waives the right to meet and confer in good faith with respect to any subject or

matter referred to or covered in this Agreement. This article shall not act as a waiver of any reserved or customary District management rights or act as a waiver of IBEW's right to bargain the impact of the District's exercise of its exclusive management's rights if legally required to do so.

GRIEVANCE PROCEDURE

Section 1 – Purpose

The District and Union recognize the importance of a viable means of resolving disputes, which may arise between District employees, supervisors, and management. The procedure is intended to establish a systematic means for processing a grievance and for obtaining answers and decisions regarding employee complaints. The initiation of a grievance in good faith by an employee shall not cast any adverse reflection on the employee's standing with immediate supervisors or loyalty as a district employee.

The provisions of this rule do not apply to exempt employees of the district.

Section 2 – Definition

A grievance is a disagreement between District management and an employee, group of employees, or IBEW concerning the interpretation, application, or violation of a specific article(s) of the Memorandum of Understanding. IBEW may not independently submit a formal grievance, unless it alleges that at least one (1) employee within the Unit has suffered detriment as a result of the aggrieved contract provision.

Section 3 – Jurisdiction

The Director of Human Resources or designee, in consultation with the County Labor Relations Chief, shall have the sole authority within the County structure to provide the official management interpretation or application to any and all provisions of this Agreement.

Section 4 – Exclusions

All matters are excluded from this procedure which deal with the Article; District Management Rights, federal or state statutes, rules or regulations; or which are preempted by the District ordinances or resolutions. Grievance matters are excluded where law provides a more appropriate and speedy remedy.

Section 5 – Consolidation of Grievances

In order to avoid the necessity of processing numerous similar grievances, at one time, similar grievances shall be consolidated whenever possible.

Section 6 – Representation

An aggrieved employee may be represented by the Union or they may represent themselves in the informal steps of the grievance procedure. However, IBEW shall process formal grievances. This representation may commence at any step in the grievance procedure. A representative from Human Resources may be in attendance at any step in the Grievance Procedure. Representatives from the Special Districts Department shall also be present.

Section 7 – Time Limitations

Time limitations are established to settle a grievance quickly. Time limits may be modified only by mutual agreement of the parties. If at any step of this grievance procedure, the grievant is dissatisfied with the

decision rendered, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the matter shall be considered resolved. The grievant shall promptly proceed to the next step if a reviewing official does not respond within the time limits.

Section 8 – Steps in the Grievance Procedure

The procedures outlined herein constitute the informal and formal steps necessary to resolve an employee's grievance. The presentation of the informal grievance is an absolute prerequisite to the institution of a formal grievance. The grievance must be submitted within fifteen (15) workdays after the employee is aware of the conditions precipitating the grievance.

(a) Informal Grievance Disposition

Initially, the employee having a grievance shall personally discuss, informally, the complaint with the immediate supervisor. Within three (3) workdays, the supervisor shall give his decision to the employee orally. If the supervisor fails to reply within this period or issues a decision which is unsatisfactory to the employee, the employee shall, within five (5) workdays, discuss the grievance with the Deputy Director, or designee.

The Deputy Director, or designee, shall coordinate the grievance with the Director of Human Resources, or designee, prior to issuing any response to the employee. Within three (3) workdays, the Deputy Director, or designee shall give the decision to the employee orally. If the Deputy Director, or designee, fails to reply within this period or issues a decision, which is unsatisfactory to the employee, the employee may proceed to the formal grievance procedure.

(b) Formal Grievance Procedure

Step 1 – Human Resources Employee Relations Division. If a mutually acceptable solution has not been reached in the Informal Grievance Disposition, a written grievance shall be filed with the County's Director of Human Resources or designee within five (5) working days of the Immediate Supervisor's or Deputy Director's notification of a decision. The County's Director of Human Resources or designee, shall, within five (5) working days of receiving the grievance, make a determination of whether the grievance is a matter for which the Grievance Procedure is appropriate after consultation with the Union. In making such determination, the County's Director of Human Resources or designee, shall determine if: (1) the grievance has been filed in a timely manner; (2) the initial step has been followed; (3) the grievance contains the required information; and (4) if the grievance alleges that a specific Memorandum of Understanding article(s) has been misinterpreted, misapplied, or violated. If the County's Director of Human Resources or designee determines that the grievance is not subject to this procedure, is untimely or that the steps in the procedure have not been followed, such decision shall be noted on the grievance form and the grievance shall be advanced to the next step.

If objection is made to the procedural and/or substantive grievability of a grievance at this step or any other step of the grievance procedure, the parties may mutually agree to continue processing the grievance on the merits. However, it is expressly agreed that such objections to the procedural and/or substantive grievability of a grievance are preserved in any arbitration hearing and that no waiver will result from the subsequent processing and discussion of the grievance on the merits.

Step 2 – Within five (5) workdays after the Human Resources Division response, IBEW may submit the grievance to the Department level. Within five (5) workdays after receipt of the grievance, the Department Head, or designee, will call for a conference to allow for a full discussion of the grievance with the parties involved and their representatives. Within ten (10) workdays of the meeting, the Department Head, or designee, must give a decision. If the employee or IBEW is not satisfied with the decision of the Department Head, or designee, IBEW may proceed to the next step.

Step 3 – Within five (5) workdays after the Department Head, or designee's response, IBEW shall submit the grievance to the County's Director of Human Resources, or designee. Following a review of the grievance

with the appointing authority, the Director of Human Resources or designee, in consultation with the County Labor Relations Chief, shall have full and final authority on behalf of the County to mutually resolve the grievance with the employee/employee's representative within ten (10) working days of receipt of the written grievance of the employee. Such notification shall be rendered in writing to the grievant, IBEW Local #47 and the appointing authority.

Section 8 – Pre-Arbitration Process

If a grievance has not been satisfactorily resolved at Step 3, a written appeal to arbitration must be filed with the Employee Relations Division by IBEW within five (5) working days of notification of the decision by the Director of Human Resources or designee. The grievance shall state that a resolution of the issue was unattainable through the informal and formal procedures through step 3, and that a formal hearing is now requested. Within ten (10) workdays of receiving the grievance, the County's Director of Human Resources or designee, in concert with the Union, shall request the State Mediation and Conciliation Service to supply a list of five (5) neutrals. As determined by lot, the parties shall alternately strike a name until one (1) neutral remains. Said neutral shall be officially appointed by the County's Director of Human Resources, or designee, as the Hearing Officer for the instant grievance. The Hearing Officer shall conduct a formal hearing on the grievance within twenty (20) workdays of appointment in accordance with Section 8 of this procedure. Grievances shall only be advanced to a Hearing with agreement of IBEW

Pre-arbitration conferences are to be mandatory and no grievances shall be forwarded to the arbitration process without the same. Within twenty (20) working days of the approval to advance a grievance to arbitration, both parties are required to meet in such conference with the goal of resolving mutually identified grievance issues. If resolution is not attained, both parties are obligated at that time to jointly or individually declare stipulations, identify witnesses and exchange exhibits that will be carried forward to the arbitration process, the intent being full disclosure by both sides prior to the arbitration process.

Section 9 – Grievance Arbitration

The following guidelines shall be adhered to at all grievance arbitrations conducted by the Hearing Officer.

- (a) The hearing will be conducted within six (6) months after the appointment of said Hearing Officer, unless the parties agree to a date beyond the six (6) month period.
- (b) The Hearing Officer shall require all witnesses to testify under oath or affirmation.
- (c) A hearing date will be scheduled by the County's Director of Human Resources or designee in consultation with the Hearing Officer, the grievant, and the IBEW. Written notice stipulating the time and place of the hearing will be provided to all parties.
- (d) Grievants will appear before the Hearing Officer to present their individual grievance. If the grievant does not appear, the Hearing Officer will make a decision on the information available at the time of the hearing.
- (e) In reaching a decision and award the arbitrator shall limit himself to the allegations contained in the grievance presented in relation to the express provisions of the agreement alleged to have been violated. Further, the arbitrator shall have no authority to amend, change, add to, subtract from, or ignore any provisions of this Agreement. Lastly the arbitrator shall not substitute his judgment for that of the District on matters pertaining to the exercise of managerial discretion except where it can be shown by IBEW that the District abused its discretion.
- (f) Each party to the grievance shall have these rights: to call and examine witnesses to the issues; to introduce exhibits; to cross examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered on direct examination; to impeach any witness regardless of which party first called the witness to testify; and to rebut the evidence. If the grievant does not testify on his own behalf, he may be called and examined as if under cross examination.

The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any common law or statutory rules, which might make improper the admission of such evidence over the objection in civil actions. The rules of privilege shall be effective to the same extent that they are commonly recognized in civil actions. Irrelevant and unduly repetitious evidence shall be excluded.

- (g) Decisions of the Hearing Officer shall be binding on all parties unless there is financial impact on the Division, in which case the decisions shall be subject to approval of the Board of Supervisors. This decision may require an appointing authority or a subordinate to cease and desist from the action, which is the subject of the grievance. The arbitrator may also require the appointing authority to take whatever action is necessary, within the control of the appointing authority, to remedy the grievance or take other action to relieve the loss, if any, to the employee. Under no conditions can the arbitrator order relief that exceeds the relief requested by the grievant and shall be limited to making the grievant whole. In the event the arbitrator determines that monetary relief is an appropriate remedy, he/she shall limit any retroactive award, including interest, to a date that is no earlier than fifteen (15) working days from the date the grievance was filed.

Written decisions of the Hearing Officer shall be submitted to the County's Director of Human Resources, or designee, the grievant, and the employee representative, within thirty (30) workdays after the close of the hearing.

- (h) All grievances shall be treated as confidential and no publicity will be given until the final resolution of the grievance.
- (i) The cost for expenses of the Hearing Officer shall be borne equally between the District and IBEW, including cancellation fees if both parties are responsible, otherwise the party responsible shall pay the entire cancellation fee.

IMPLEMENTATION

It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until approved by the Board of Supervisors.

Any changes to this agreement, which do not have specific effective dates, become effective on the date of Board of Supervisors approval. Any economic changes to this Agreement, which do not have specific effective dates, become effective the beginning of the pay period following Board of Supervisors approval.

JOB SHARING

The District will make reasonable accommodation for an employee in a regular position who desires to share his/her job with another qualified employee or eligible person. Job share is defined as two (2) employees sharing one (1) regular position. Whenever possible, job sharing will be encouraged to minimize the impact of a layoff. Jobs may be shared on an hourly or daily basis, provided that one employee works more than forty (40) hours per pay period. The employee who works less than forty (40) hours per pay period shall not be eligible to receive any benefits for which the District pays an insurance premium or membership in the retirement system.

All fringe benefits for job sharing employees shall be pro-rated on regularly scheduled hours except as may otherwise be provided in a specific Article. For example, an employee who is regularly scheduled twenty (20) hours per week is eligible for a maximum donation of five hundred and twenty (520) hours of Medical Emergency Leave. Fringe benefits not subject to proration include the following Leaves: Blood Donation and Examination Time. Further, where a specific article provides a minimum hour requirement (e.g., must be full-time, or scheduled hours)

job sharing and part-time employees shall be required to meet the minimum hour requirement in order to receive the benefit. For example, to be eligible to enroll in a medical and dental plan offered by the District an employee must be in a regular position and scheduled to work for a minimum of forty (40) hours per pay period. Therefore, job sharing and part-time employees in regular positions scheduled less than forty (40) hours per pay period would not be eligible to enroll in a medical and dental plan offered by the District.

All other benefits for job sharing employees shall be as provided in the appropriate article. Each employee shall be notified in writing by the appointing authority at the time of the appointment and such notification will clearly define the benefits to which each employee is entitled.

LABOR-MANAGEMENT TASK FORCE

The parties recognize that delivery of public services in the most efficient and effective manner is of paramount importance and interest to the District and IBEW. Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

To this end, the parties agree the Labor-Management Task Force comprised of management and employees shall be created as necessary to address issues that affect the efficient and effective delivery of public services appropriate to each District and Unit employee. The purpose of such task force shall be to:

- (a) Review and provide input on proposed District policies and procedures;
- (b) Develop, review, and prioritize work simplification project proposals;
- (c) Develop and review solutions to specified program problems.

The composition of each task force shall include up to three (3) management representatives, designated by the Special Districts Department Director, and no more than three (3) employees, designated by IBEW. The County's Director of Human Resources or designee shall chair the task force. Meetings will be held as often as necessary to discharge the functions of the task force. The task force will establish reasonable time frames for the accomplishment of its charges.

Recommendations of the task force will be arrived at the consensus and shall be submitted in writing to the Special Districts Department Director for final action, subject to review and approval. The task force shall not have any right or authority to abrogate representation rights of IBEW or District Management Rights.

LAYOFF

Section 1 – Definition of Layoff

A layoff is the involuntary separation or reduction of a regular employee to a position in a lower classification without fault of the employee. Layoff applies only to regular positions.

Section 2 – Cause for Layoff

- (a) A function is to be discontinued, curtailed, mechanized, or operated by a different method.
- (b) Reorganization.
- (c) Budget reductions.

- (d) Termination or decrease in funds, and/or materials for projects or programs.
- (e) The mandatory reinstatement of an employee.
- (f) Any other reason determined necessary by the Board of Supervisors.

Section 3 – Layoff Policy

The provisions of this policy shall be applied on a district by district basis. For example, determination of seniority, order of layoff, bumping rights, reinstatement lists and all other procedures involved in this policy shall be determined and implemented solely and separately within each district involved in a layoff.

Whenever possible, loss of employment for regular district employees shall be avoided by demotion, temporary work assignments, or offer of employment in other districts. Laid off employees shall be placed on a two (2) year reinstatement list by order of seniority and shall have first consideration for any vacancies in a classification for which their qualifications are deemed suitable by the County's Director of Human Resources, or designee. The list may be extended upon approval of the County's Director of Human Resources, or designee.

Section 4 – Notification

Whenever a surplus of employees in regular positions is anticipated, the Deputy Director shall immediately notify the County's Director of Human Resources, or designee, and IBEW. The notification shall include the anticipated number of positions, names of the affected employees, and the classifications of positions to be laid off and a plan for conducting an orderly layoff. Employees to be laid off or bumped shall be entitled to fifteen (15) calendar day's notification prior to implementation of the layoff plan.

Section 5 – Order of Layoff

Layoffs among regular employees shall be made on the basis of seniority as established by the layoff procedure. Seniority is determined by the employee's current beginning date of continuous service in a regular position with the District. The number of positions maintained in each classification is determined by the Board of Supervisors. Extra-help employees performing services similar to classifications affected by layoff shall be terminated before any reduction in the regular work force. Likewise, other grant-funded employees shall be terminated, in affected classifications in accordance with Federal or State rules or guidelines governing such funding programs.

Employees holding "acting positions" (functioning by assignment in a higher level classification than that which they hold permanent regular status) shall revert to their regular classification in the District to determine layoff rights.

Section 6 – Layoff Procedure

The procedure for layoff, once the number of positions to remain by classification has been determined, shall be as follows:

- (a) Priority lists shall be established for retained positions in each classification. The lists shall include the names of those employees who, based on their seniority with the district, qualify to fill the retained positions.
- (b) Regular employees, who have had regular status in a lower classification in the district, shall be eligible to request a reduction in class in lieu of layoff (bumping). Regular employees bump into junior positions on the basis of seniority and must have greater seniority than employees in the junior positions identified. The junior employee being bumped will be separated or reduced in class according to the same criteria.

- (c) Bumping will begin with the highest classification in the District where employees are so entitled. Bumping will not be allowed across functional work categories. For example, clerical personnel can only bump in the clerical category; maintenance personnel can only bump in the maintenance category, etc.
- (d) If an employee is not authorized to bump down due to failure to meet the above criteria, he/she shall be laid off and placed on the reinstatement list.

Section 7 – Reinstatement Procedure

The policy and procedure for reinstatement of employees, once a layoff has occurred, shall be as follows:

- (a) Employees who are demoted or who are laid off as a result of the layoff procedure shall have their names placed on the District's reinstatement list. The names shall be arranged in order of seniority held with the District. Ties in seniority shall be broken by a determination of which employee had higher placement on the eligibility list for the employee's original position with the District. If these records are unavailable or if comparisons are inappropriate, ties shall be broken on review of work performance evaluation.
- (b) Subsequently, when a regular position in the District becomes permanently vacated or is added, all employees on the District's reinstatement list who have held a position in that classification with the District shall be offered the position based on their placement on the reinstatement list.
- (c) Laid off or demoted employees who are reinstated to their same position in the District in accordance with this policy shall receive restoration of salary step and attendant benefits, vacation accrual rate, sick leave, unless the employee has received payment for unused sick leave in accordance with the District's sick leave policy and the retirement plan contribution rate, provided the employee complies with the County Retirement Board's procedure for redeposit of funds.
- (d) Laid off employees who are offered reinstatement with the District in a classification lower than which they previously held shall receive a salary step at least equivalent to the highest salary step held by a current employee in that classification, along with attendant benefits, except that no employee shall thereby receive compensation higher than that which they held prior to layoff. Employees who decline assignment to a lower classification shall not forfeit their right to remain on the reinstatement list. Employees involuntarily demoted or bumped as a result of the layoff procedure shall receive salary and attendant benefits in accordance with the provisions of this section. Such demoted employees may be placed on an "X" step in salary as approved by the County's Director of Human Resources or designee to maintain salary equity within the system and/or to prevent an undue hardship or unfairness due to an "X" step, he/she shall receive no further salary increase until the salary range of the position exceeds the "X" step rate.

Section 8 – Short-Term Layoffs

Layoffs for periods not to exceed fifteen (15) consecutive workdays may be made in any order as determined by the County's Director of Human Resources or designee. Short-term layoffs may be caused by emergencies or short-term interruptions, as they may affect the normal work routine. Reasonable notice shall be given to affected employees, when possible. Such short-term layoffs are exempt from the layoff rules covering seniority and bumping rights.

Section 9 – Exception to Order of Layoff

Whenever the appointing authority believes that the best interests of the District requires the retention of employees with special qualifications, characteristics, and fitness for work, the District Manager may request an exception to the order of layoff. The County's Director of Human Resources or designee may authorize or deny this request.

Section 10 – Established Qualifications Requirement

Employees who are demoted to a position not previously held with the District as a result of the layoff procedure shall be required to meet the established qualifications of that class. In the event that the employee does not meet these qualifications, he/she shall serve a probationary period of up to ninety (90) calendar days, as determined by the County's Director of Human Resources, or designee, during which time he/she must qualify. Employees failing to meet qualifications after such probationary period may be subject to termination.

LEAVE PROVISIONS

Section 1 – Sick Leave

(a) Definitions

- (1) Sick Leave – Sick leave with pay is an insurance or protection provided by the District to be granted in circumstances of adversity to promote the health of the individual employee. It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease, for a medical, optical, dental appointment, for certain purposes related to being a victim of domestic violence, sexual assault, or stalking.
- (2) Family Member – Family Member, as defined by Labor Code section 245.5, is a parent, child, spouse, registered domestic partner, grandparent, grandchild, or sibling. Parent means a biological, foster, or adoptive parent, a step parent, legal guardian, or a person who stood in loco parentis when the employee was a minor child. Child means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis. Domestic Partner is defined by Family Code section 297.
- (3) Extended Family – Extended family is defined as parent/sibling-in-law, aunt, uncle, niece, nephew, foster child, ward of the court, or any step relations as defined herein.

(b) Accumulation – Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of 3.69 hours per pay period. Earned sick leave shall be available for use the first day following the payroll period in which it is earned; provided however, that an employee has completed 1,040 service hours. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive sick leave accumulation on a pro-rata basis. There shall be no limit on sick leave accumulation.

(c) Compensation – Approved sick leave with pay shall be compensated at the employee's base rate of pay, except as otherwise provided in this Agreement. The minimum charge against accumulated sick leave shall be fifteen (15) minutes.

(d) Administration

- (1) Investigation – It shall be the responsibility and duty of the appointing authority or designee to investigate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting, subject to approval of the County's Director of Human Resources, or designee.
- (2) Notice of Sickness – In twenty-four (24) hour Districts and for employees whose work assignment requires leaving their assigned work site together with one or more other employees shortly after reporting to work (e.g., road crews), the District Manager or designee should be notified at least two (2)

hours prior to the start of the employee's scheduled shift of a sickness on the first day of absence. In other Districts, the appointing authority or designee must be notified within one-half (1/2) hour before the start of the employee's scheduled shift of a sickness on the first day of absence.

It is the responsibility of the employee to keep the Appointing Authority informed as to continued absence beyond the first day for reasons due to sickness or occupational disability. Failure to make such notification shall result in denial of sick leave with pay. If the employee receives a doctor's off-work order and provides notice of same to the Appointing Authority, the employee is not required to contact the department daily. If the employee does not have an off-work order or has not notified the Appointing Authority that one has been issued, the employee shall be required to contact the department daily in accordance with the timeframe above. If an employee fails to return to work for three (3) consecutive days following an approved leave of absence or upon expiration of an off work order, the employee may be subject to Automatic Resignation in accordance with the Personnel Rules for the Board Governed Special Districts.

- (3) Review/Proof – The Department may review and determine the justification of any request for sick leave with pay and may, in the interest of the District, require a medical report by a doctor to support a claim for sick leave pay.
- (4) Improper Use – Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indispositions, instances of misrepresentation, or violation of the rules defined herein will result in denial of sick leave with pay and shall be construed as grounds for disciplinary action including termination.

(e) Sick Leave for Other than Personal Illness/Injury

- (1) Family Sick Leave – A maximum of one-half (1/2) of the employee's annual accrual of earned sick leave per calendar year may be used for attendance upon the family members of the employee who require the attention of the employee.

Upon approval of the Appointing Authority, the employee may use part of this annual allowance for attendance upon members of the employee's extended family residing in the employee's household who require the attention of the employee.

- (2) Bereavement – Employees in regular positions may use up to two (2) days paid leave, not charged to the employee's personal leave balances, per occurrence for bereavement due to the death of a family member of the employee's. A maximum of three (3) days earned sick leave may be used per occurrence for bereavement due to the death of a family member or death of a person in the employee's extended family, as defined herein, or any relative who resided with the employee.

One (1) additional day shall be granted if the employee travels over one-thousand (1,000) miles from his/her residence to the bereavement service(s). This additional day shall not be charged to the employee's personal leave balances.

- (3) Birth/Adoption – A maximum of forty (40) hours earned sick leave may be used per occurrence for arrival of an adoptive child at the employee's home. An employee (father) may utilize on an annual basis no more than forty (40) hours of accumulated sick leave per calendar year for the birth of his child.
- (4) Medical, Optical or Dental Appointments – The employee may use sick leave for medical, dental or optical appointments; however, every effort should be made to schedule the appointments at a time of day that will minimize the employee's time off work.

(f) Return-to-Work Medical Clearance

- (1) Under any one of the following circumstances, all employees who have been off work due to an illness or injury will report to the San Bernardino County Center for Employee Health and Wellness for a medical

evaluation of their condition and authorization to return to work before returning to work.

- (i) Employees whose treating physician or other qualified medical provider has ordered job modification(s) as a condition for either continuing to work or for returning to work after an illness or injury. This applies to both occupational and non-occupational illness or injury.
 - (ii) Employees who have been off work due to communicable diseases such as, but not limited to, chicken pox and measles.
 - (iii) Employees who have been absent on account of a serious medical condition, when so directed by their Appointing Authority.
- (2) Employees are required to attend return-to-work medical appointments at the Center for Employee Health and Wellness on their own time; however, mileage for attending such appointments are eligible for reimbursement pursuant to the Expense Reimbursement Article.
- (3) It is the responsibility of the employee, covered by (1) (a) - (c) above, to obtain written notice from their medical provider of their authorization to return to work with or without job modification. To ensure all necessary and relevant medical information is provided, the District shall make available forms to be completed by the medical provider. It is the responsibility of the employee to provide verbal notice to their Appointing Authority immediately upon receipt of their medical provider's authorization to return to work, and no later than 24 hours after receipt of the notice. The Appointing Authority or designee will schedule an appropriate medical evaluation for the employee with the Center for Employee Health and Wellness prior to the employee's return to work. The employee shall provide their medical provider's written notice of authorization to return to work to the Center for Employee Health and Wellness at or prior to the employee's scheduled appointment time.
- (4) The Medical Director or designee for the Center may make exceptions to the above requirements on a case-by-case basis for Employee Health and Wellness.
- (5) The employee is obligated to attend the appointment as scheduled under the conditions outlined above. If the employee fails to adhere to the procedure, the employee is required to use sick leave or leave without pay for any work hours missed. If required notice has been provided, and there is a delay between the employee's appointment with the Center for Employee Health and Wellness and the start of his/her scheduled shift on the day that he/she was released to return to work, the District will pay for work hours missed, without charge to the employee's leave balances.
- (6) The final decision on the employee's ability to return to work rests with the medical provider at the Center for Employee Health and Wellness. In the event the medical provider at the Center for Employee health and Wellness does not release the employee to return to work, the employee's status would continue on sick leave or, where there is no balance, leave without pay.
- (g) Worker's Compensation – Employees shall receive full salary in lieu of Worker's Compensation benefits and paid sick leave for the first forty (40) hours following an occupational injury or illness, if authorized off work by order of an accepted physician under the Worker's Compensation Sections of the California Labor Code. Thereafter, accumulated paid leave may be prorated to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the employee.
- (h) Separation – Unused sick leave shall not be payable upon separation of the employee, except as provided in the Retirement Medical Trust Article.
- (i) Sick Leave Conversion –
- (1) Employees who have used less than forty (40) hours of sick leave in a fiscal year (i.e. pay period 15 through pay period 14 of the following year) may, at the employees option, convert sick leave to vacation

leave on the following formula: Hours of sick leave used are subtracted from forty (40). Sixty percent (60%) of the remainder, or a portion thereof, may be added to vacation leave to be utilized in the same manner as other accrued vacation leave:

Example:

Sick Leave Hours Used	Hours to be Converted	Vacation
0	40	24.0
8	32	19.2
16	24	14.4
24	16	9.6
32	8	4.8
40	0	0.0

- (j) Perfect Attendance – Employees in regular, full-time positions who do not utilize any sick leave, any leave (e.g., vacation) in lieu of sick leave or benefits in lieu of sick leave (e.g., workers’ compensation, State Disability partial/full integration, etc.), in pay period 1 through pay period 26/27 consecutively of that year, when applicable, and who do not record any sick leave without pay, absent without pay, Medical Emergency Leave, or military leave during those consecutive pay periods shall be reimbursed up to a maximum of \$299 for an annual individual (employee only) health club membership. Health club membership cost must be incurred and submitted for reimbursement within a reasonable period of time from when it was awarded. In lieu of the reimbursement, the employee has the option of utilizing sixteen (16) hours of perfect attendance leave, no cash out provision, from the pay period the perfect attendance leave is credited to the employee’s leave balances until the end of pay period 26 (or 27 when applicable) of that year. Failure to utilize perfect attendance by pay period 26 (or 27 when applicable) of the year in which it was credited to the employee’s leave balances or if an employee is appointed to a position in an occupational unit that does not contain a perfect attendance leave provision shall result in forfeiture of the same.

Section 2 – Vacation Leave

- (a) Definition – Vacation is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well-being of the employee. If an employee has exhausted sick leave, vacation leave may be used for sick leave purposes upon a special request of the employee and with the approval of the Appointing Authority.
- (b) Accumulation – Employees in regular positions shall accrue, on a pro rata basis, vacation leave for completed pay periods. Such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed 1040 hours of continuous service from the employee’s hire date. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive vacation leave accumulation on a pro rata basis; provided, however, that there shall be no proration of the maximum accumulations.

Length of Service From Hire Date	Annual Vacation Allowance	Maximum Allowed Unused Balance
0 through 8,320 service hours	80 hours	160 hours
Over 8,320 and through 18,720 service hours	120 hours	240 hours
Over 18,720 service hours	160 hours	320 hours

(c) Administration

- (1) Scheduling – Vacation periods should be taken annually with the approval of the Appointing Authority at such time as will not impair the work schedule or efficiency of the District but with consideration given to the well-being of the employee. No employee shall lose earned vacation leave time because of work urgency. If an employee has reached the maximum allowed unused balance and is unable to take a vacation leave, the County's Director of Human Resources, or designee will request a waiver of the maximum allowed unused balance for a period not to exceed one (1) thirteen (13) pay period waiver per calendar year.

Written request for vacation leave shall receive a written response from the Appointing Authority or designee within two (2) weeks of submission. In instances where a vacation leave request has received written, advance approval and is rescinded due to work urgency by the supervisor, that decision may be appealed to the County's Director of Human Resources, or designee for an immediate review. In those instances where a financial hardship would occur because pre-approval resulted in prepayment by the employee, a vacation would only be canceled under the most extreme work emergency.

- (2) Minimum Charge – The minimum charge against accumulated vacation leave shall be fifteen (15) minutes. Vacation leave shall be compensated at the employee's base rate of pay, except as otherwise provided in this M.O.U.
- (3) Holiday During Vacation – When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.
- (4) Vacation Cash-Out – On one occasion each calendar year until the expiration of this contract, an employee who used eighty (80) or more hours of vacation leave during the preceding calendar year may elect to convert up to sixty (60) hours of accrued vacation leave into a cash payment, at the base rate of pay in effect at the time of the cash-out. In order to sell back vacation leave, an employee must make an irrevocable election (i.e., pre-designation) during the month of December (beginning in December of 2020), specifying the number of hours to be sold back from the next year's vacation leave accrual. During the calendar year following the pre-designation, no more than three (3) requests may be made to cash out the vacation leave in a single block of not less than eight (8) hours and no more than sixty (60) hours. An employee shall be eligible to cash-out vacation leave hours accrued up to the preceding pay period in which he/she requested the cash-out. For example, an employee who requests a cash-out in pay period 15 can only cash-out the vacation leave accrued through pay period 14. The number of hours requested for cash-out shall not exceed an amount equal to or less than the amount accrued. For example, an employee in December 2020 makes a pre-designation to cash-out 25 hours. The employee accrues 4.61 hours of vacation leave per pay period. At the end of pay period 3 the employee can request to cash-out the 8 hours of vacation leave that she had accrued through pay period 2, but is not yet eligible to cash-out the entire 25 pre-designated hours because the employee has yet to accrue 25 hours of vacation leave. Once an election is made, if the employee does not request that the designated number of hours be cashed out by pay period 25 of the calendar year in which the election is effective, the hours will be automatically converted to cash in pay period 26.
- (5) Vacation Leave and Termination Date – Employees not planning to return to District employment at the expiration of a vacation leave, except those retiring, shall be compensated in a lump sum payment for accrued vacation at the employee's then base rate of pay and shall not be carried on the payroll. Retiring employees may elect to use vacation leave or to be compensated in a lump sum payment for accrued vacation leave, provided that each pay period the employee charges the number of hours in their regular scheduled tour of duty.

Section 3 – Holiday Leave

(a) Fixed Holidays – All employees in regular positions shall be entitled to the following holidays:

January 1st	November 11th
Third Monday in January	Thanksgiving Day
Third Monday in February	Day after Thanksgiving
Last Monday in May	December 24 th
July 4th	December 25 th
First Monday in September	December 31 st
Second Monday in October	

(b) Floating Holidays – Employees in regular positions shall be entitled to a total of eight (8) hours floating holiday time provided that the employee is on the payroll during the entire pay period in which such floating holiday time is to accrue. “Entire pay period” shall mean that an employee must have been hired prior to or at the start of the pay period and not have separated prior to the end of the pay period and was paid for at least one-half of the accountable hours. Eight (8) hours floating holiday time shall be accrued during the first pay period prior to the third Monday in January.

Floating holidays accrued shall be available for use on the first day following the pay period in which they are accrued, with the approval of the District Manager. The District Manager has the right to schedule employees’ time off for accrued holidays to meet the needs of the service but with consideration given to the well-being of the employee. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions shall receive floating holiday accruals on a pro rata basis; provided, however, that there shall be no proration of the maximum provided in paragraph (G) herein.

(c) Effective pay period 1 of 2012, the maximum holiday leave accrual balance that may be carried over to a future calendar year shall be 112 hours. However, the maximum holiday leave accrual balance that may be carried over into a future calendar year for an employee with a balance of more than 112 hours at the end of fiscal year 2010/2011, shall be such employee’s holiday leave balance. Thereafter, the employee’s maximum holiday leave accrual balance for those employees with a balance greater than 112 hours shall be adjusted annually at the end of each calendar year, and shall never be increased.

(d) Eligibility for Holiday Pay – Except as provided in Section 5 of this Article, to receive holiday pay for a fixed holiday, the following conditions must be met during the pay period in which the fixed holiday fell.

- (1) The employee must have been hired prior to or at the start of the pay period and not have separated prior to the end of the pay period in which such fixed holiday fell.
- (2) The employee must be paid for at least one-half (1/2) of their regularly scheduled hours.
- (3) The employee must have been on an approved leave of absence for any unpaid hours.
- (4) The employee must have not had any unauthorized leave.
- (5) Any request for sick leave in conjunction with a fixed holiday must be supported by a doctor’s certificate, if requested by the Appointing Authority.

(e) Holiday During Vacation – When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee’s earned vacation benefits. As such, the employee shall receive holiday pay for any fixed holiday that falls within a vacation period, provided the employee is eligible for that fixed holiday pay. For example, an employee has approved vacation leave from Tuesday through Thursday and Wednesday is a fixed holiday. Tuesday and Thursday would be coded as vacation leave but Wednesday would be coded as holiday leave.

- (f) Working on a Holiday – Whenever an employee is required to work on a fixed holiday the employee shall code, but not accrue, holiday leave for that day. For example, an employee is called in to work on the observed July 4 holiday and works four (4) hours that day. The employee would receive eight (8) hours of paid holiday for that day and code four (4) hours of regular time (REG) for those hours actually worked during that day.
- (g) Fixed Holiday on a Day Off – Whenever a fixed holiday falls on an employee's regularly scheduled day off, the employee shall accrue, on an hour for hour basis, up to a total of eight (8) hours, floating holiday time. At the request of the employee, and with approval of the appointing authority, straight time payment can be made in lieu of accrual provided such compensation is approved during the pay period in which it is worked.
- (h) Weekend Holidays – When a fixed holiday falls on a Saturday, the previous Friday will be observed as the fixed holiday except that when the preceding Friday is also a fixed holiday, the preceding Thursday will be observed as the fixed holiday. When a fixed holiday falls on a Sunday, the following Monday will be observed as the fixed holiday except that when the following Monday is also a fixed holiday, the following Tuesday will be observed as the fixed holiday.
- (i) Holiday Time Accrual
- (1) Upon retirement or termination, employees shall be compensated for any unused accrued holiday time at the then current base rate equivalency.
 - (2) An employee may code vacation or other appropriate accrued paid leave time on a fixed holiday only under the following circumstances:
 - (3) An employee on an alternate work schedule such as a 9/80 or 4/10 may code accrued vacation hours on a fixed holiday that falls on a workday up to an amount that if combined with his/her fixed holiday accrual would equal the total number of hours the employee would have been scheduled for that day (e.g., an employee on a 4/10 work schedule normally works ten (10) hours on Mondays, when the fixed holiday falls on a Monday the employee codes eight (8) hours of holiday and may code up to two (2) hours of vacation).
 - (4) An employee in a regular part-time or job share position who does not accrue eight (8) hours of holiday leave due to the employee's reduced work schedule may code accrued vacation leave hours on a fixed holiday that falls on a normal workday up to an amount that if combined with the employee's fixed holiday accrual would equal the total number of hours the employee would have been scheduled for that day (e.g., an employee due to his/her reduced work schedule accrued four (4) hours of holiday, but normally would have worked eight (8) hours on the day in which the holiday occurred, may code four (4) hours of accrued vacation leave in addition to the four (4) hours of holiday).

Section 4 – Leave Accruals While on Disability Leave

Employees receiving the benefits of workers' compensation or State Disability insurance while on disability leave receive partial replacement of their income through these benefits. Employees on these types of disability leaves may choose to fully integrate, partially integrate, or not integrate personal leave time with these disability payments.

The maximum amount the employee receives from integrating leave time with disability payments shall not exceed one hundred percent (100%) of the employee's base salary. Paid personal leave time coded on the employees' Time and Labor Report will be limited to the amount of leave necessary to integrate benefits to the level designated by the employee. When the exact amount is not known, a good faith estimate may be made and the amount will be adjusted later as necessary. If any overpayments are made, the employee will be required to repay that amount in accordance with the Payroll Adjustments Article. An employee who knowingly receives payment in excess of their regular base salary is required to report it to their District payroll clerk.

Employees who are fully integrating accrued leave time with disability benefits shall be eligible to receive full accruals of vacation and sick leave. Employees who are not fully integrating earn pro-rated vacation and sick leave accruals based upon paid leave time coded on the Time and Labor Report only.

Employees who are fully integrating paid leave time with disability (SDI) benefit(s) will be eligible for fixed holiday pay provided that they are on the payroll for the entire pay period and have no unapproved leave for the pay period. Employees who are partially integrating or not integrating paid leave time with disability benefits will be paid for holidays in accordance with the holiday leave provisions in Section 4 of this Article.

Employees eligible to apply for SDI must provide proof of benefit amount or denial of SDI benefits. If proof is not provided, the District will presume the employee is getting the maximum allowable SDI benefit payment and the amount of paid leave coded on the Time and Labor Report will be limited to the maximum allowable leave integration to ensure gross pay from all combined sources does not exceed the employees' base salary.

Section 5 – Compulsory Leave

If in the opinion of the Appointing Authority, employees are unable to perform the duties of their position for physical or psychological reasons, a physician, or other competent authority designated by the County's Director of Human Resources, or designee, may require an examination. If the examination report shows the employee to be in an unfit condition to perform the duties required of the position, the District Manager shall have the right to compel such employee to take sufficient leave of absence with or without pay, to transfer to another position without reduction in compensation, and/or follow a prescribed treatment regimen until medically qualified to return to unrestricted duty.

Employees who become disqualified to perform the duties of their position (e.g., fail to maintain required licenses) shall be immediately removed from duty without pay or may use accrued paid leave for which they are eligible and may be subject to appropriate disciplinary action.

Section 6 – Military Leave

As provided in the California Military and Veterans Code Section 395 et seq., and any amendment thereto, and the federal Uniformed Services Employment and Reemployment Rights Act of 1994, a District employee, regular, extra-help, or recurrent may be entitled to the following rights concerning military leave:

- (a) Definition – Military leave is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training (weekend drills), full-time National Guard duty, and a period for which an employee is absent for the purpose of an examination to determine the fitness of the person to perform any such duty.
- (b) Notice and Orders – All employees shall provide advance notice of military service unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. Where available, copy of military orders must accompany the request for leave.
- (c) Temporary Active Duty – Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, holiday, and sick leave, step advances and benefits that would have been enjoyed had the employee not been absent, providing such employee has been employed by the District for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service, active or temporary, shall be counted. An exception to the above is that an incomplete probationary period must be completed upon return to the job. Any employee meeting the above one (1) year employment requirement shall be entitled to receive their regular salary or compensation, pursuant to Section (e) of this Article.

- (d) Full-Time Active Duty – Employees who resign from their positions to serve in the Armed Forces for more than one hundred eighty (180) days, shall have a right to return to their former classification upon serving written notice to the Appointing Authority, no later than ninety (90) days after completion of such service. Returning employees are subject to a physical/psychological examination.

Should such employee's former classification have been abolished, then the employee shall be entitled to a classification of comparable functions, duties, and compensation if such classification exists, or to a comparable vacant position for which the employee is qualified.

The right to return to former classification shall include the right to be restored to such regular status, as the employee would have if the employee had not so resigned; and no other person shall acquire regular status in the same position so as to deprive such employee of this right to restoration.

Eligible employees are also entitled to the reemployment and benefit rights as further described in the Uniformed Services and Employment and Reemployment Rights Act, 38 U.S.C. Sections 4301-4333. Specifically, a returning employee will receive restoration of original hire, salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with provisions contained herein), the retirement plan contribution rate and retirement system contributions (provided the employee complies with any requirements established by the Retirement Board). However, such employee will not have accrued vacation, sick leave, or other benefit while absent from District employment, except as provided in the temporary duty provision.

- (e) Compensation – This provision does not include an employee's attendance for inactive duty, commonly referred to as weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee's regular working hours, the employee is required to use vacation or holiday leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty must also use vacation leave, leave without pay, or make up the time. Employees cannot be required to use their accrued leave. Any employee meeting the requirements in (c) and (d) shall be entitled to receive their regular salary or compensation for the first thirty (30) calendar days of any such leave. Pay for such purposes shall not exceed thirty (30) days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays that fall within the thirty (30) calendar days.

- (f) Extension of Benefits – The District recognizes the increased requirements of the military due to the current threats facing the United States of America and, as such, has established a program under which employees may be eligible for an extension of benefits. Employees who are called to active duty as a result of the activation of military reservists beginning in September 2001, and who are eligible to receive the thirty (30) calendar day military leave compensation, and meet the requirements established by the Board shall receive the difference between their base District salary and their military salary starting on the 31st calendar day of military leave. The difference in salary shall be extended when expressly approved by the Board of Supervisors. During this period, the District will continue to provide the employee the benefits and all leave accruals as was provided prior to such active duty. Retirement contributions and credit will be granted if the employee had enough pay to cover the entire contribution. If the employee does not get enough pay to cover the retirement contribution, no contribution or credit will be given. Employees should note that the Accidental Death and Dismemberment (AD&D) plan contains a war exclusion.

If the employee becomes eligible for full District payment for the first 30 days of military leave provided in (c) of this Article, the extended payments provided under this Section shall be suspended and shall be continued after the 30 days compensation has been completed.

No compensation shall be paid beyond the 30-day leave period, unless such compensation is expressly approved by the Board of Supervisors. The District may unilaterally extend the benefits of this subsection upon the approval of the Board of Supervisors.

- (g) Vacation and Military Leave – Employees shall not be permitted to take vacation or other accrued leave in lieu of the military leave provisions provided in Section (c) of the Article. Employees may elect to use accrued

leave time, except sick leave, in lieu of the integrated pay in Section (f) of this Article under the following conditions:

- (1) The employee must decline in writing the benefits of Section (f) of this Article prior to the due date of the Time and Labor Report (TLR). The employee must include the dates for which he/she is declining the benefit.
- (2) The employee must use accrued leave time for the entire pay period (i.e., District pay will not be integrated with military pay for partial pay periods).
- (3) Such written declination cannot be revoked or amended at a later date for a pay period for which the TLR has already been submitted.
- (4) Benefits, leave accruals, and pay will be administered per normal procedures for vacation pay; no additional benefits otherwise granted under this Article will be available.

Employees may elect to use accrued leave time, except sick leave, once all paid benefits have been exhausted.

Section 7 – Political Leave

Any employee who is a declared candidate for public office (i.e., a candidate who has filed the appropriate documents) shall have the right to a leave of absence without pay with or without right to return for a reasonable period to campaign for the election. Such leave is subject to the conditions governing special leaves of absence without pay under Section 8.

Section 8 – Special Leaves of Absence Without Pay

(a) General Provisions

A special leave of absence without pay may be granted to an employee who:

- (1) Is medically incapacitated to perform the duties of the position.
- (2) Desires to engage in a relevant course of study, which will enhance the employee's value to the District.
- (3) Takes a leave of absence pursuant to the federal Family Medical Leave Act, the California Family Rights Act, and/or Pregnancy Disability Leave provisions under the Fair Employment and Housing Act (FEHA).
- (4) For any reason considered appropriate by the Appointing Authority and County's Director of Human Resources, or designee.

(b) Types of Leaves of Absence

There are four (4) types of leaves of absence. All requests must be in writing and require the approval of the Appointing Authority or designee and the County's Director of Human Resources or designee. Upon request, the Appointing Authority or designee and the County's Director of Human Resources or designee may grant successive leaves of absence. All benefits shall be administered in accordance with the appropriate Article of this Agreement.

- (1) Leaves of Absence with Right to Return - Leaves of absence with right to return may be granted to employees in regular positions for a period not exceeding one (1) year. The employee remains in his/her position.

- (2) Family Leave - Leaves of absence will be granted in accordance with the federal Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and/or Pregnancy Disability Leave (PDL) provision under the Fair Employment and Housing Act (FEHA). This leave can be concurrent with use of paid leave or leave of absence without pay with right to return.

An employee on an approved leave of absence without pay under this provision will continue to receive the benefits specified in Section 5 of the Medical and Dental Coverage Article of this Agreement. Certification from a health care provider is required for all instances of medical leave under this provision. Employees are required to inform supervisors of the need for leave at least thirty (30) days before commencement where possible.

In instances where the leave is for the birth or placement of a child and both husband and wife are District employees, both employees are limited to a total of twelve (12) weeks between them.

(3) Leaves of Absence Without Right to Return

- (i) Definition – Leaves of absence without right to return may be granted to employees with regular status for a period not exceeding one (1) year. Employees without right to return shall be removed from their position. All leave benefits shall be administered as if the employee has been terminated; retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).
- (ii) Rehire Process – An employee may be reemployed in the same classification from which the employee took the leave of absence with the approval of the Appointing Authority and the County's Director of Human Resources, or designee. Alternatively, the employee must apply through Human Resources by the last day of the leave of absence. The employee will be placed on the eligible list for the classification from which he/she took the leave of absence without examination. Placement on the eligible list will be administered in accordance with the requalification provisions of the Personnel Rules. If the employee is not re-hired within ninety (90) calendar days of the expiration of such a leave the employee shall be terminated from District service. If reemployed, the employee shall be required to serve a new probationary period. The County's Director of Human Resources or designee has the discretion to waive the requirement to serve a new probationary period.
- (iii) Benefits Upon Rehire – An employee who is reemployed within ninety (90) days after the expiration of the leave of absence without right to return shall retain the following benefits:

- Hire date.
- Hire date for purposes of leave accruals and step advances; except that the employee will not receive service credit for the period of time the employee is on leave of absence without right to return.
- Any sick leave accruals that had not been cashed out will be restored.

To be reemployed and retain the above benefits, the employee must be appointed to a position no later than ninety (90) calendar days after the date of expiration of leave of absence. The ninety (90) days shall run concurrently with the first ninety (90) days of the one (1) year period provided in the Article on Reemployment.

(4) Medical Leave of Absence

- (i) Definition – A medical leave of absence of up to one (1) year may be granted to employees with regular status who suffer from catastrophic illness or serious mental illness. Such leave of absence will be granted only after FMLA, CFRA and/or PDL have been exhausted. The employee is responsible for providing documentation from a qualified health practitioner prior to approval. The District retains

the right to request medical documentation regarding the employee's continued incapacity to return to work.

The employee will be removed from his/her position so that the department may fill behind the employee. All leave benefits shall be administered as if the employee has been terminated; retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to the federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

Upon the employee's ability to return to work or the expiration of the leave of absence, whichever comes first, the employee will have the right to return to the classification within the department from which he/she took a leave of absence when a funded vacancy for which the employee meets the qualifications is available. If the employee does not return to work by the expiration date of the leave, or the soonest date after that for which the department has a vacancy (but in no event later than ninety (90) days following the expiration of the medical leave of absence), the employee relinquishes the right to return. The employee will serve a new probationary period with no right to return to former classification.

- (ii) Upon return from a medical leave of absence, the employee shall retain the benefits described under Section 9(b)(3)(iii) above.
- (iii) The Medical Leave of Absence provision may be removed by either party at the conclusion of this Agreement.

Section 9 – Jury Duty Leave

Employees in regular positions who are ordered/summoned to serve jury duty including Federal Grand Jury duty shall be entitled to base pay for those hours of absence from work, provided the employee waives fees for service, other than mileage. Employees are required to provide the Appointing Authority with notice of the order/summons to serve jury duty upon receipt of such summons. Such employees will further be required to deliver a "Jury Duty Certification" form at the end of the required jury duty to verify such service. If an employee is required to report to jury duty during hours the employee is not scheduled to work (e.g. it is the employee's normal day off, the employee is off work pursuant to FMLA, CFRA, or workers' compensation leave, the employee is not in a paid status for the pay period, etc.) the employee is not entitled to Jury Duty leave for those hours. When practicable, the District Manager will convert an employee's regular tour of duty to a day shift tour of duty during the period of jury duty. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time. The employee will not be required to return to work if more than one (1) hour remains after the employee has completed jury duty and the employee has received prior approval from the appointing authority or designee to use appropriate leave from the employee's accrued "leave bank." Employees called for Grand Jury shall be granted a leave of absence without pay to perform the duties of a member of the Grand Jury, in the same manner as provided in Section 7.

Section 10 – Examination Time

Employees having regular status in regular positions at the time of application, or employees who do not have regular status but have previously held regular status and continuously remained a District employee, shall be entitled to a reasonable amount of time off with pay for the purpose of taking County/District promotional examinations or for selection interviews. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Examination time off shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. An employee is not entitled to compensation if the employee is able to complete the examination on his/her own non-working time (e.g., online exams). Employees must report to work before and after examination time provided there is an opportunity for at least one (1) hour of actual work time. The employee will not be required to return to work if more than one (1) hour remains after Examination Time and the employee has received prior approval from the appointing authority or designee to use appropriate leave from the employee's accrued "leave bank."

Section 11 – Witness Leave

Employees in regular positions shall be entitled to a leave of absence from work when subpoenaed to testify as a witness, such subpoena being properly issued by a court, agency, or commission legally empowered to subpoena witnesses. This benefit shall not apply in any case in which the subpoenaed employee is a party to the action or the subpoena has arisen outside of the employee’s scope of employment. Witness leave shall not be charged against any accumulated leave balances and shall be compensated at the employee’s base hourly rate. This benefit will be paid only if the employee has demanded witness fees at the time of service of the subpoena, and such fees are turned over to the District. If an employee is required to testify as a witness during hours the employee is not scheduled to work (e.g. it is the employee’s normal day off, the employee is off work pursuant to FMLA, CFRA, or workers’ compensation leave, the employee is not in a paid status for the pay period, etc.) the employee is not entitled to Witness Leave during those hours.

Section 12 – Blood Donations

Employees in regular positions, who donate blood without receiving compensation for such donation, may have up to two (2) hours off with pay to recover with prior approval of the immediate supervisor for each such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work, any time in excess of two (2) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each donation must be presented to the District Manager to receive this benefit.

Employees in regular positions who are aphaeresis donors may have up to four (4) hours off with pay to recover with prior approval of the immediate supervisor for each such donation provided no compensation is received for such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work any time in excess of four (4) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each aphaeresis donation must be presented to the District Manager to receive this benefit.

LIFE INSURANCE

- (a) District Paid Basic Life Insurance: The District agrees to pay the premium for a term life insurance policy for each employee based on hours worked according to the table below. Life insurance will become effective on the first day of the pay period following the employee’s first pay period in which the employee is in paid status and shall continue for each pay period in which the employee is in a paid status. For pay periods in which the employee is not in paid status, the employee shall have the option of continuing life insurance coverage at the employee’s expense. Participation will continue as long as premiums are paid timely.

Amount of Life Insurance	
Scheduled Hours from 40 to 60	Scheduled Hours from 61 to 80
\$17,000	\$35,000

- (b) Employee Paid Supplemental Life Insurance: The District further agrees to make available to each employee a group term life insurance program wherein the employee may purchase additional term life insurance in the amounts specified in the Certificate of Insurance. New employees shall become initially eligible to participate in these programs on the first day of the pay period following the pay period in which the employee is in paid status.

- (c) The District agrees to provide these benefits subject to carrier requirements as specified in the Certificate of Insurance. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the District.

MEAL PERIODS

Meal periods are nonpaid and nonworking time and shall not be less than one-half (1/2) hour, or greater than one (1) hour when scheduled. Every effort will be made to schedule such meal period during the middle of the shift when possible. If a regularly scheduled tour of duty does not include a duty-free meal period, appointing authority shall allow employees a maximum of twenty (20) minutes per shift to eat a meal. Such time shall be considered work time.

MEDICAL AND DENTAL COVERAGE

Section 1 – Medical and Dental Coverage

- (a) All eligible employees scheduled to work forty (40) hours or more per pay period in a regular position must enroll in a medical and dental plan offered by the District. Employees who fail to elect medical and dental plan coverage will be automatically enrolled in the medical and dental plan with the lowest bi-weekly premium rates available in the geographical location of the employee's primary residence. Medical and dental coverage will become effective on the first day of the pay period following the first pay period in which the employee is scheduled to work for forty (40) hours or more and received pay for at least one-half plus one hour of scheduled hours.
- (b) To continue enrollment in a District medical and dental plan, an employee must remain in a regular position scheduled to work for a minimum of forty (40) hours per pay period and have received pay for at least one-half plus one hour of scheduled hours, or be on an approved leave for which continuation of medical and dental coverage is expressly provided under Section 5 of this Article, or be eligible for and have timely paid the premium for COBRA continuation coverage.
- (c) Eligible employees may elect to enroll their dependents upon initial eligibility for medical and dental insurance. Thereafter, newly eligible dependents may be enrolled within sixty (60) days of obtaining eligibility status, such as birth, adoption, marriage, or registration of domestic partnership.
- (d) A dependent must be removed mid-Plan Year when the dependent becomes ineligible for coverage under the insurance plan eligibility rules (e.g., divorce, termination of domestic partnership, or over age dependent).
- (e) Enrollment elections must remain in effect for the remainder of the Plan Year unless an employee experiences a mid-year qualifying event.
- (f) Notification of a mid-year qualifying event must be submitted to the County Human Resources Employee Benefits and Services Division in accordance with procedures adopted by the County. Employees are responsible for notifying the District within thirty sixty (60) days of any change in eligibility for the County's plans.
- (g) Premiums for coverage will be automatically deducted from the employee's pay warrant. In certain circumstances, in the absence of sufficient earnings to cover the deduction for premiums, the employee may be given another payment option. Failure to pay premiums will result in loss of coverage for the employee and/or the dependents.

Section 2 – Opt-Out and Waive

Employees eligible for medical and dental plan coverage who are also enrolled in comparable group medical

and/or dental plan sponsored by another employer may elect to opt-out of District-sponsored medical and/or dental coverage (opt-out).

Employees eligible for medical and dental coverage who are covered by a spouse, domestic partner, or parent who is also employed by the District may elect to waive their District sponsored medical and/or dental plan (waive).

To receive the opt-out or waive amounts of this Section the employee must be paid for a minimum of one-half plus one of his/her scheduled hours. For instance, an employee scheduled to work eighty (80) hours must be paid for a minimum of forty-one (41) hours during a pay period to receive the opt-out or waive amounts.

Employees who opt-out or waive and are scheduled for 61 to 80 hours per pay period will receive forty dollars (\$40.00) per pay period; employees who opt out and waive and are scheduled for 40 to 60 hours shall receive twenty dollars (\$20.00) per pay period.

The rules and procedures for electing to opt-out or waive District sponsored medical and dental plan coverage are established and administered by the County Human Resources Employee Benefits and Services Division.

- (1) Employees may elect to opt-out or waive District sponsored medical and/or dental plan(s) coverage within sixty (60) calendar days of the effective date of coverage of another employer-sponsored group plan. Proof of initial gain of other employer group coverage is required at the time the opt-out or waive is elected.
- (2) Employees may also elect to opt-out or waive of District sponsored medical and/or dental plan(s) coverage during an annual open enrollment period. All employees who are newly electing to opt-out or waive during an annual open enrollment period, must provide verification of other employer group plan coverage.
- (3) Employees who voluntarily or involuntarily lose their other employer group medical and/or dental plan coverage must enroll in a District sponsored medical and/or dental plan within sixty (60) calendar days. Enrollment in the District sponsored medical and/or dental plan will be provided in accordance with the requirements of the applicable plan. If the employee elects not to enroll his/her eligible dependents, the dependents may only be added at a subsequent annual open enrollment period or within sixty (60) calendar days from a mid-year qualifying event.
- (4) There must be no break in the employee's medical and dental plan coverage between the termination date of the other employer group coverage and enrollment in a District sponsored medical and dental plan. The retroactive enrollment period and premiums required to implement coverage are subject to the terms and conditions of the applicable plan. Failure to notify the District of loss of group coverage within sixty (60) calendar days will require the employee to pay his/her insurance premiums retroactively on an after-tax basis.

Section 3 – Medical and Dental Premium Subsidies

- (a) The District has established a Medical Premium Subsidy (MPS) to offset the cost of medical plan premiums charged to eligible employees. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employee's Retirement Association. The applicable MPS shall be paid directly to the provider of the Special Districts sponsored medical plan in which the eligible employee has enrolled. In no case, shall the MPS exceed the cost of the medical insurance premium for the coverage selected (e.g., when the MPS amounts, below, exceed the lowest HMO cost).
- (b) The District has established a Dental Premium Subsidy (DPS) to offset the cost of dental plan premiums charged to eligible employees. The DPS shall be applied to dental insurance premiums only and shall not be applicable to medical insurance premiums. The applicable DPS amount shall be paid directly to the provider of the District sponsored dental plan in which the eligible employee has enrolled. The DPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino

County Employees’ Retirement Association. In no case shall the DPS exceed the cost of the dental insurance premium for the coverage selected.

- (c) Eligibility - Employees in a regular position scheduled for a minimum of forty (40) hours per pay period, who are enrolled in a District sponsored medical plan, are eligible to receive the MPS towards the cost of medical coverage. Employees in a regular position scheduled for a minimum of forty (40) hours per pay period, who are enrolled in a District sponsored medical and dental plan, are eligible to receive the DPS towards the cost of dental coverage. However, employees must be paid for at least one-half plus one hour of their scheduled hours in order to actually receive the benefits of this Section. For instance, an employee scheduled to work eighty (80) hours per pay period must be paid at least forty-one (41) hours to actually receive the benefits of this Section.

For purposes of this Sub-section (C), paid hours shall not include disability payments such as state disability and workers’ compensation.

- (d) Eligible employees shall receive a Medical Premium Subsidy in the amounts per pay period as set forth below:

	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	\$88.08	\$176.16
Employee + 1	\$188.30	\$376.59
Employee + 2	\$258.04	\$516.08
	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Effective August 1, 2020	\$ 89.84	\$ 179.68
	\$ 192.06	\$ 384.12
	\$ 263.20	\$ 526.40
Effective July 31, 2021	\$ 91.64	\$ 183.27
	\$ 195.90	\$ 391.80
	\$ 268.47	\$ 536.93
Effective July 30, 2022	\$ 93.47	\$ 186.94
	\$ 199.82	\$ 399.64
	\$ 273.84	\$ 547.67
Effective July 29, 2023	\$ 95.34	\$ 190.68
	\$ 203.82	\$ 407.63
	\$ 279.31	\$ 558.62
Effective July 27, 2024	\$ 98.20	\$ 196.40
	\$ 209.93	\$ 419.86
	\$ 287.69	\$ 575.38

(e) Employees shall receive a Dental Premium Subsidy in the amounts per pay period as set forth below:

Coverage Type	Scheduled for 40 to 60	Scheduled for 61 to 80
Employee Only Employee + 1 Employee + 2	\$4.73	Up to \$9.46

Section 4 – Eligibility for MPS and DPS While on Leave

(a) FMLA/CFRA - Employees who are on approved leave, pursuant to FMLA/CFRA law and whose paid hours in a pay period are less than the required number of hours designated in Sub-section 3(c) above will continue to be enrolled in a District sponsored medical plan and to receive MPS and DPS in accordance with applicable law.

An employee who does not otherwise meet the requirements for FMLA and/or CFRA (e.g., an employee who has not actually worked 1,250 hours during the applicable twelve (12) month rolling period) after the employee has received the MPS and DPS as provided by law, shall not be eligible for continuation of the MPS and DPS in the subsequent year. For example, an employee who is off work continuously for two years, and received the MPS and DPS as provided by law, shall not be eligible for the continuation of the MPS and DPS in the next rolling year.

(b) Pregnancy Disability Leave (PDL) – An employee on an approved Pregnancy Disability Leave is eligible for continuation of MPS and DPS in accordance with PDL law.

(c) Workers’ Compensation - Employees who are on an approved leave based on an approved workers’ compensation claim shall continue to receive the MPS and DPS for up to twenty (20) pay periods while off work due to that work injury, inclusive of any FMLA leave, providing the employee has been receiving MPS and DPS immediately prior to the leave of absence and as long as the employee pays his/her portion of the premiums on time. Should any subsequent workers’ compensation claims occur during the initial twenty (20) pay periods, the remaining MPS eligibility from the original claim shall run concurrent with any additional approved workers’ compensation claims that occur during the initial claim. For example, if the employee is receiving the MPS and DPS for twenty (20) pay periods for an injury and after ten (10) pay periods another workers’ compensation claim is approved and the employee is eligible to receive the MPS and DPS for an additional twenty (20) pay periods, ten (10) pay periods will run concurrent with the initial claim, for a total of 30 pay periods.

Employees who are still on workers’ compensation after the expiration of the initial twenty (20) pay periods shall continue to receive MPS and DPS provided the employee is fully integrating appropriate paid leave time.

(d) State Disability - Employees who are fully integrating paid leave time with State Disability insurance provided by the District shall continue to receive the MPS and DPS.

MEDICAL EMERGENCY LEAVE

The particulars of this Medical Emergency Leave policy are as follows:

- (a) The employee must have regular status (not probationary) with the District or one (1) year of continuous service in a regular position with the District.
- (b) The employee must meet all of the following criteria before the employee becomes eligible for Medical Emergency Leave donation: (1) Be on an approved medical leave of absence for at least thirty (30) consecutive calendar days, 160 working hours exclusive of an absence due to a work related injury/illness; (2) Submit a doctor’s off work order verifying the medical requirement to be off work for a minimum of thirty

(30) calendar days, 160 working hours; (3) Have exhausted all usable leave balances prior to initial eligibility for Medical Emergency Leave donations —subsequent accruals will not affect eligibility; and (4) Have also recorded at least forty (40) hours of sick leave without pay.

- (c) An employee is not eligible for Medical Emergency Leave if the employee is receiving workers' compensation benefits. An employee eligible for State Disability insurance and/or Short Term Disability must agree to integrate these benefits with Medical Emergency Leave.
- (d) Vacation, holiday, administrative leave or annual leave, as well as compensatory time, may be donated by employees only on a voluntary and confidential basis, in increments of eight (8) hours (or in the case of holiday leave only four (4) hours) not to exceed a total of fifty percent (50%) of an employee's annual vacation, holiday, administrative leave, annual leave or compensatory time accrual per employee. The donation may be made for a specific employee on the time frames established by the County's Human Resources Department. The employee (donee) using/coding the Medical Emergency Leave will be taxed accordingly.
- (e) The donation is to be for the employee's Medical Emergency Leave only; the donation to one (1) employee is limited to a total of one thousand forty (1040) hours per fiscal year. The maximum of 1,040 hours shall be prorated for those scheduled less than forty (40) hours per week. Example: An employee who is regularly scheduled twenty (20) hours per week is eligible for a maximum donation of five hundred and twenty (520) hours of Medical Emergency Leave.
- (f) The definition of Medical Emergency Leave is an approved Leave of Absence due to a verifiable, long term illness or injury, either physical or mental impairment. Job and/or personal stress (not the result of a diagnosed mental disorder) are specifically excluded for receipt by the employee of Medical Emergency Leave. A statement from the employee's treating physician, subject to review by the County's Occupational Health Officer or medical designee, is required for initial and continued eligibility. An employee shall be eligible to utilize and receive Medical Emergency Leave during the period they are on the approved long term leave of absence.
- (g) The employee on an approved Medical Leave of Absence who is receiving Medical Emergency Leave can continue to earn benefit monies (i.e., MPS, Opt-Out, and Waive amounts) per the minimum paid hours (i.e., one-half plus one hours) per pay period requirement of the Medical and Dental Coverage Article, or the requirement of the Federal and State Family Leave Acts, as applicable to the individual employee.
- (h) An employee using/coding leave under this program is not eligible for receipt of any accruals such as vacation, administrative leave, annual leave, sick leave, or retirement credit.
- (i) Donor hours shall be contributed at the donor's hourly base salary rate and be converted to the donee's hourly base salary, exclusive in both instances of overtime, differentials and the like as the singular purpose of this program is to provide financial assistance.
- (j) Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals to be utilized as follows:
 - (1) Employees who resign while on Medical Emergency Leave (i.e., an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee) shall be paid at one hundred percent (100%) of their base hourly rate of pay for all unused Medical Emergency Leave at time of resignation in accordance with payroll procedures established by the County Auditor/Controller. In the case of employees who die while on Medical Emergency Leave, the beneficiary designated on the Beneficiary Designation For Last Will and Testament form on file with ATC shall be paid at one hundred percent (100%) of the deceased employee's base hourly rate of pay for all unused Medical Emergency Leave up to 160 hours at the time of employee's death in accordance with payroll procedures established by the County Auditor/Controller. Any unused Medical Emergency Leave in excess of 160 hours shall be returned to the donor(s), in accordance with procedures established by the County.

- (2) An employee on Medical Emergency Leave who has received the approval of their physician and the County's Occupational Health Officer to return to full time work shall be eligible to retain up to 160 hours unused Medical Emergency Leave. Such hours shall be used for the same purpose and in the same manner as Sick Leave and in accordance with the applicable Sick Leave provision of the Memorandum of Understanding, however, such hours shall not be eligible for conversion (e.g., cash-out). Any unused Medical Emergency Leave in excess of 160 hours shall be returned to the donor(s) in accordance with the procedures established by the County.
- (3) An employee on Medical Emergency Leave who has received the approval of their physician and the Center for Employee Health and Wellness to return to work on a part time basis (less than the employee's normally scheduled hours of work per pay period) may code MEL for those hours the employee was restricted from working pursuant to the physician's order. The combined total of work time and Medical Emergency Leave not exceed each pay period the lesser of eighty (80) hours or the employee's normally scheduled hours of work. However, should the employee accrue sick leave while working part-time on Medical Emergency Leave, the employee is required to use those sick leave accruals before utilizing Medical Emergency Leave hours (i.e., Medical Emergency Leave hours may not be used in place of accrued sick leave).
- (k) The donation shall be administered on a specific basis where so designated with instances charged to the Medical Emergency Leave donation for the actual administrative costs.
- (l) Solicitation of donors shall be regulated by the County's Human Resources Department, names of donors are to be confidential, the privacy rights of the donee upheld per legal requirements.
- (m) All donors and donee shall sign release forms designed, retained, and effected by the County's Human Resources Department.

MERIT ADVANCEMENTS

The purpose of a performance evaluation is to provide a systematic method of measuring, recording, and improving the work effectiveness and development of all District employees with regular status in their current classification. Work performance evaluations are intended to be supportive and corrective and may reveal work insufficiencies that require corrective or disciplinary action including, but not limited to, letters of counseling, letters of reprimand, etc.

- (a) If an employee receives an overall "Unsatisfactory Work Performance" or "Below Standards" evaluation, the employee's step advance may not be granted on the due date.
- (b) In cases where no work performance evaluation is filed in a timely manner, an employee should contact the supervisor, who must complete and file the work performance evaluation within five (5) work days. If the employee is rated, as "Meets Job Standards" or better, the employee will be granted the step advancement retroactive to the employee's step advance eligibility date, provided the delayed rating is the responsibility of the supervisor.
- (c) A denied step advancement can be granted following any sequence of a thirty (30) day review period of the employee's performance.
- (d) Any dispute arising out of the content of a work performance evaluation with an overall rating of "Needs Improvement" or "Unsatisfactory Work Performance" may be processed in accordance with the appeal procedure in the Personnel Rules for Board-Governed Special Districts.
- (e) The performance of an employee without regular status must be rated as "Meets Job Standards" or better prior to granting any merit step advance.

MODIFIED BENEFIT OPTION

Section 1 – General Provisions

- (a) All regular classified full-time employees in the classifications listed in Appendix B, and any other agreed upon classifications, shall be provided an opportunity to convert from a regular position with full benefits to a regular position with modified benefits and a wage differential.
- (b) Employees may choose to enroll in the MBO at hire or during the annual open enrollment period, and may choose to change to the full benefit option during subsequent open enrollment periods.
- (c) Employees who select the Modified Benefit Option must commit to work a minimum of 1,560 hours per calendar year.
- (d) Employees in regular positions who choose the MBO may retain or attain civil service rights in the position in accordance with applicable provisions or rules concerning probationary periods.
- (e) In order to receive the benefits and wage differential of the Modified Benefit Option, the employee must specifically choose the Option.

Section 2 – Modified Benefit Option Wage Differential

- (a) Employees who select the MBO shall receive a wage differential of \$1.75/hour above the base rate of pay. The wage differential shall be paid on all paid hours (e.g., REG, PTO, etc.).
- (b) The wage differential shall be considered as part of the base hourly rate when calculating the following: the County contribution to the employee's Retirement Medical Trust (RMT) account, differentials paid on a percentage basis (e.g., 5% – 7.5% Chief Plant Operator Differential), longevity, sick leave cash-outs (if any) pursuant to the RMT Article, and leave cash-outs. Provided below is an example of how the County's contribution to the RMT would be calculated:

EX: An employee with 11 years of continuous County service and an 80-hour per pay period schedule selects the MBO. The employee's base hourly rate is \$25 per hour. This employee is eligible for a County contribution to the RMT equal to 1.50% of the employee's base bi-weekly salary. The County contribution to the RMT is calculated as follows:

80 hours X (\$25.00 per hour + \$1.75 MBO Wage Differential) = \$2,140 base bi-weekly salary for purposes of County contribution to the RMT
 \$2,140 X 1.50% Contribution Rate = \$32.10
 The County will contribute \$32.10 to the RMT on behalf of the employee that pay period.

Section 3 – Benefits and Leaves

Except as provided in this Section 3, employees who select the MBO shall receive the same benefits and leaves that employees who select the full benefit option receive in the MOU.

- (a) Medical Coverage: Employees who select the MBO shall have the same medical plan options as employees who select the full benefit option (i.e., Blue Shield Signature HMO, Blue Shield Access + HMO, Kaiser HMO, Kaiser Choice HMO, and Blue Shield PPO).

(b) Medical Premium Subsidy:

(1) Provided below are the MPS amounts per pay period for employees who select the MBO:

Effective March 14, 2020	MPS
Employee Only	\$125.07
Employee + 1	\$308.80
Employee + 2	\$423.19

Effective August 1, 2020	MPS
Employee Only	\$127.57
Employee + 1	\$314.98
Employee + 2	\$431.65

Effective July 31, 2021	MPS
Employee Only	\$130.12
Employee + 1	\$321.28
Employee + 2	\$440.28

Effective July 30, 2022	MPS
Employee Only	\$132.73
Employee + 1	\$327.70
Employee + 2	\$449.09

Effective July 29, 2023	MPS
Employee Only	\$135.38
Employee + 1	\$334.26
Employee + 2	\$458.07

Effective July 27, 2024	MPS
Employee Only	\$139.44
Employee + 1	\$344.29
Employee + 2	\$471.81

(c) Dental Premium Subsidy: Employees who select the MBO shall be eligible to receive DPS in the following amounts per pay period:

Coverage Type	DPS
Employee Only Employee + 1 Employee + 2	\$9.46

(d) Deferred Compensation 457(b): Employees shall be eligible to participate in the County’s 457(b) Deferred Compensation Plan, but shall not receive a County match.

(e) Paid Time Off (PTO):

(1) Definition: Paid Time Off (PTO) is granted to employees who select the MBO in lieu of any other Vacation, Holiday, or Sick accrual leave provisions, except as provided in this Section 3 (h).

(2) Accumulation: Employees who select the MBO shall accrue PTO each pay period. Employees who have standard hours of less than eighty (80) hours per pay period shall accumulate PTO on a pro-rata basis; provided, however, that the maximum allowed combined unused vacation and PTO balance shall not be prorated. PTO shall be available for use on the first day following the pay period in which it is earned.

Employees shall accrue PTO each pay period as provided in the chart below and shall receive holiday pay as provided in this Section 3 (h).

Service Hours	PTO Allowance (Assumes 80-hour Schedule)	Accrual Rate Per Pay Period (Assumes 80-Hour Schedule)	Maximum Allowed Unused PTO Balance	Maximum Allowed Combined Unused Vacation and PTO Balance for All Employees Who Convert to the Modified Benefit Option
0 through 8,320 service hours	112 hours	4.31 hours	169 hours	201 hours**
Over 8,320 through 18,720 service hours	152 hours	5.85 hours	229 hours	272 hours**
Over 18,720 service hours	192 hours	7.39 hours	289 hours	343 hours**

**The employee’s maximum allowed PTO balance may not exceed 169, 229, or 289 hours, as applicable.

(3) Administration

(i) PTO for Vacation Leave Purposes – When PTO has been requested for vacation leave purposes, PTO shall be administered according to the Vacation Leave section of the Leave Provisions Article of the MOU.

(ii) PTO for Sick Leave Purposes – When PTO has been requested for sick leave purposes, PTO shall be administered according to the Sick Leave section of the Leave Provisions Article of this MOU.

(iii) Separation: Employees separating from District employment shall have any unused PTO administered in the same manner that Vacation Leave is administered at separation according to the Vacation Leave section of the Leave Provisions Article of the MOU.

Employees who are hired into a position in a bargaining unit that does not contain the MBO, shall carry over their existing PTO balance and begin accruing vacation, holiday, and sick leave immediately.

(iv) PTO Cash-Out – On one occasion each calendar year until the expiration of this contract, an employee who had used eighty (80) or more hours of PTO during the preceding calendar year may elect to convert up to sixty (60) hours of accrued PTO into a cash payment, at the base rate of pay in effect at the time of the cash-out. In order to sell back PTO, an employee must make an irrevocable election (i.e., pre-designation) during the month of December, specifying the number of hours to be sold back from the next year’s PTO accrual. During the calendar year following the pre-designation, no more than three

(3) requests may be made to cash out the PTO in a single block of not less than eight (8) hours and no more than sixty (60) hours. An employee shall be eligible to cash-out PTO hours accrued up to the preceding pay period in which he/she requested the cash-out. For example, an employee who requests a cash-out in pay period 15 can only cash-out the PTO accrued through pay period 14. The number of hours requested for cash-out shall not exceed an amount equal to or less than the amount accrued. For example, an employee in December 2019 makes a pre-designation to cash-out 25 hours. The employee accrues 4.31 hours of PTO per pay period. At the end of pay period 2 the employee can request to cash-out the 8 hours of PTO that she had accrued, but is not yet eligible to cash-out the entire 25 pre-designated hours because the employee has yet to accrue 25 hours of PTO. Once an election is made, if the employee does not request that the designated number of hours be sold back by pay period 25 of the calendar year in which the election is effective, the hours will be automatically converted to cash in pay period 26, or 27 when applicable. The PTO cash-out shall sunset upon the expiration of the agreement.

(f) Holiday Pay:

Employees shall receive holiday pay according to the Holiday Leave section of the Leave Provisions Article of this MOU, except such employees will not be eligible for the floating holiday.

(g) Accrual Carryover Following Benefit Change

- (a) Full Benefit Option to Modified Benefit Option - Employees who convert from the full benefit option to the MBO shall carry over and may utilize their existing vacation, holiday, and sick leave balances; provided, however, that the employee shall no longer accrue vacation and sick leave after converting to the MBO.

After converting to the MBO the employee shall be immediately eligible to accrue PTO; however, the employee's combined Vacation and PTO balance shall not exceed the applicable caps established in the chart above. For example, if an employee with less than 18,720 service hours carries over 200 Vacation Leave hours the employee shall only be eligible to accrue up to 72 PTO hours. If such employee then uses some Vacation Leave or PTO, the employee shall be eligible to accrue additional PTO hours, not to exceed the applicable cap.

However, an employee with a previously approved waiver of the maximum allowed unused vacation balance as provided in the Vacation Leave section of the Leave Provisions Article may temporarily exceed the caps in the chart above.

An employee who carries over Vacation Leave hours shall be eligible to accrue the maximum amount of PTO once the employee has exhausted all of his/her carried over Vacation Leave hours.

- (b) Modified Benefit Option to Full Benefit Option - Employees who convert from the MBO to the full benefit option shall carry over and may utilize their existing PTO balance (if any) and begin accruing vacation, holiday, and sick leave immediately; however, the employee's combined Vacation and PTO balance shall not exceed the applicable vacation caps established in the Vacation Leave section of the Leave Provisions article. For example, if an employee with more than 18,720 service hours carries over 270 PTO hours and 30 Vacation Leave hours the employee shall only be eligible to accrue up to 20 Vacation Leave hours since the maximum allowed unused Vacation Leave is 320 hours. If such employee then uses some Vacation Leave or PTO, the employee shall be eligible to accrue additional Vacation Leave, not to exceed established cap.

Vacation Cash-Out: Employees who met the eligibility requirements for the vacation cash-out prior to selecting the MBO, and pre-designated to cash-out vacation leave during the required pre-designation period while in the full benefit option, shall remain eligible to cash-out vacation leave. However, employees enrolled in the MBO shall not be eligible to pre-designate to cash-out vacation leave while enrolled in the MBO.

OVERTIME

- (a) Policy – It is the policy of the District to discourage overtime except when necessitated by abnormal or unanticipated workload situations. It is the responsibility of the appointing authority to arrange for the accomplishment of work load within a reasonable period of time. The District has the right to require overtime to be worked as necessary.
- (b) Definition – Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work week. Except as provided for in “C”, below, for purposes of defining overtime, sick leave shall not be considered as time actually worked Overtime shall be reported in increments of full fifteen (15) minutes and is non-accumulative and non-payable when incurred in units of less than fifteen (15) minutes. Overtime shall not affect leave accruals
- (c) Sick leave used for pre-approved appointments with a physician, dentist or other healthcare provider shall be considered time actually worked for purposes of defining overtime. “Pre-approved” shall mean notice to management at least forty-eight (48) hours prior to the appointment. Employees who have scheduled a pre-approved medical or dental appointment must report to work before and after the medical or dental appointment if there is an opportunity for at least one (1) hour of actual work time.
- (d) Overtime Compensation – Any employee authorized by the appointing authority or authorized representative to work overtime shall be compensated at premium rates, i.e., one and one-half (1-1/2) times the employee’s regular rate of pay. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.
- In lieu of cash payment upon request of the employee and approval of the Appointing Authority, an employee may accrue compensating time off at premium hours with the approval of the Appointing Authority. Cash payment at the employee’s base rate of pay shall automatically be paid for any compensating time which exceeds eighty (80) hours, for any such time which has not been taken within twenty-six (26) [pay periods after being accrued, or for any hours on record immediately prior to promotion, demotion or termination of employment
- (e) Variable Work Schedule – The District with the agreement of an affected employee may arrange for that individual to take such time off as necessary to ensure that an employee’s actual time worked does not exceed forty (40) hours within any given work period.
- (f) Work Week – The work week for purposes of overtime, established for employees in this Unit commences at 12:01 a.m. Saturday and ends at 12:00 a.m. (midnight) the following Friday of each week. May be changed by mutual agreement of employee and employer in order to accommodate the 9/80 schedules.

PAY PERIOD

A pay period shall be comprised of fourteen (14) calendar days. The first pay period under this Agreement shall commence at 12:01 a.m., Saturday, and shall end at 12:00 a.m. (midnight) on the second Friday thereafter. Each subsequent fourteen (14) day period shall commence on the succeeding Saturday at 12:01 a.m. and shall end at midnight on the second Friday thereafter. The pay period and work week may be adjusted in accordance with FLSA requirements. Paychecks shall be issued on the second Wednesday following the end of the preceding pay period, provided that the Auditor/Controller/Treasurer/Tax Collector may issue paychecks at an earlier date if possible.

PAYROLL ADJUSTMENTS

In situations involving overpayment to an employee by the District, said employee shall be obligated to repay by payroll recovery the amount of overpayment within the time frame the overpayment was received by the employee. The Auditor-Controller's Office, or Human Resources, when applicable, shall provide documentation showing the calculations of the overpayment to the employee. Extensions to the period for repayment of the overage may be requested by the employee, subject to the approval of the District's Auditor-Controller. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half times as long as the overpayment period. If the employee leaves employment prior to repayment of overage, the Auditor-Controller's Office shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the Auditor-Controller shall initiate the collections process against the employee.

In situations involving underpayment to an employee by the District, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation to the Auditor-Controller's Office, including necessary approval of the County's Director of Human Resources, or designee.

In those situations where the employee has been underpaid by seven and one-half percent (7½%) or more of their base pay in the immediately preceding pay period, through no fault of their own, the employee may request an on-demand pay request to correct the error. The District's payroll section shall complete the request for payroll adjustment and forward it and any necessary approval of the County's Director of Human Resources, or designee to the Auditor Controller within one working day of receipt of the employee's request. The Auditor-Controller's Office shall pay the employee the amount due within two (2) working days of receipt of the request for payroll adjustment from the department. For this section, base pay shall be determined by multiplying the employee's base rate of pay by the number of hours in their usual work schedule.

PAYROLL DEDUCTIONS

It is agreed that IBEW membership dues and insurance premiums for plans sponsored by IBEW shall be deducted by the District from the pay warrant of each employee covered hereby who files with the District a written authorization requesting that such deduction be made. Remittance of the aggregate amount of all membership dues and insurance premiums deducted from the pay warrants of employees covered hereby shall be made to IBEW within thirty (30) days after the conclusion of the month in which said membership dues and insurance premiums were deducted.

The District shall not be liable to IBEW, employees, or any party by reason of the requirements of this Article for the remittance of any sum other than that constituting actual deductions made from employee wages earned. IBEW shall hold the District harmless for any and all claims, demands, suits, orders, judgments, or other forms of liability that may arise out of or by reason of action taken by the District under this Article.

PROBATIONARY PERIOD AND TRAINEE APPOINTMENTS

Section 1 – Probationary Period

Employees in this unit in non-trainee classifications shall serve a probationary period. The probationary period for employees in this Unit shall be 1,040 hours.

The probationary period ends at the end of the day in which the employee has completed the required number of service hours. The probationary period will be automatically extended for each hour during which the employee is on military leave or is on leave without pay. In situations where the employee is temporarily performing the duties of a higher-level classification, is on modified duty, or is continuously absent for eighty (80) or more consecutive

hours because of occupational or non-occupational injury or illness, the probationary period may be extended at the discretion of the appointing authority or designee. Such extension is in addition to the eighteen (18) pay period extension allowed by the Personnel Rules.

Section 2 – Trainee Appointments

A trainee appointment is an underfill appointment to a regular position made from an appropriate eligible list of a lower classification for a prescribed period, as provided at the time of appointment, during which the employee must qualify for the higher classification or be terminated.

The original trainee appointment must be made on a competitive basis. During the period of a trainee appointment, the trainee shall be in an at-will status. Appointments to the higher classification are subject to a probationary period.

PROMOTIONS

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall receive at least the entrance rate of the new range or approximately a five percent (5%) salary increase (i.e., mathematically closest to 5%) whichever is greater; provided that no employee is thereby advanced above the top step of the higher base salary range. At the discretion of the Appointing Authority of the Special District and with the approval of the County's Director of Human Resources, an employee may be placed at any step within the higher base salary range. Promotions shall be effective only at the beginning of a pay period unless an exception is approved by the County's Director of Human Resources.

PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal and State laws and regulations and the current provisions of the Ordinances and Resolutions of District. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of those Federal, State, or District enactments or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby. If any part or provision of this Memorandum of Understanding is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part or provision with the understanding that total compensation to employees under this Memorandum of Understanding shall not be reduced or increased as a result of this Article. The parties hereto agree to refrain from initiating any legal action or taking individual or collective action that would invalidate Articles of this Memorandum of Understanding.

RECRUITMENT AND REFERRAL BONUS PROGRAMS

- (a) General – The District shall make available to appointing authorities Recruitment and Referral Incentive Programs to assist in the recruitment and appointment of qualified individuals into hard-to-recruit regular positions in this Unit, in accordance with the guidelines established herein.
- (b) Program Applicability – Appointing authorities may request authorization to apply the Recruitment and/or Referral Bonus Program(s) to assist in filling regular positions in their departments. To apply, said position/classification must have had historical/demonstrable recruitment difficulty. The Human Resources Director shall have the sole authority to determine the applicability, amount, and duration of these program(s) to each requested position/classification and shall certify applicability of the Program(s) for each position, by assignment, department, and beginning and ending dates. The Human Resources Director shall provide IBEW with a list of all classifications or positions subject to these programs upon his or her certification, along with the

duration of the program for each certification. Such determinations shall not be subject to the Grievance Procedure, or any other review or appeal.

(c) Recruitment Bonus – An employee hired into a regular position/classification certified for participation in this Program shall be eligible to receive recruitment bonuses in accordance with the following:

(1) Bonus Amount and Method of Payment – The eligible employee hired into a position/classification certified for participation in the Program shall receive no less than five hundred dollars (\$500.00) and no more than one-thousand dollars (\$1,000.00) upon hire. An additional one thousand dollars (\$1,000.00) shall be paid to the employee upon completion of 2,080 service hours in the position/classification for which the original bonus was granted. Each bonus payment shall be considered taxable income and subject to withholding.

(2) Limitations and Exclusions

(i) No bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification prior the beginning date certified by the Director of Human Resources for that classification to be eligible for participation in the Referral Bonus Program. Similarly, no bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification after the ending date certified by the Director of Human Resources for that classification to be eligible for participation in the Referral Bonus Program.

(ii) The bonus payment shall not be considered in determining regular rate of pay for purposes of computing overtime compensation; nor shall it be considered earnable compensation for purposes of retirement.

(iii) The appointing authority shall have sole responsibility and authority to determine eligibility for the 2nd installment of the recruitment bonus. Such determination shall not be subject to review or appeal.

(d) Referral Bonus – Any employee in a regular position who refers a qualified candidate for a position/classification certified for participation in this Program who is subsequently hired into the regular position may receive a referral bonus in accordance with the following:

(1) Method of Referral – To be eligible for the recruitment bonus, the District Application for Employment must contain the name of the referring employee in the appropriate area of the application.

(2) Bonus Amount and Method of Payment – The referring employee shall receive a bonus of two hundred and fifty dollars (\$250.00) for each referred candidate actually hired into an eligible regular position. An additional five hundred dollars (\$500.00) shall be paid upon that new employee's completion of 2,080 service hours. Said bonus shall be considered taxable income and subject to withholding.

(3) Limitations and Exclusions

(i) No bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification prior the beginning date certified by the Director of Human Resources for that classification to be eligible for participation in the Referral Bonus Program. Similarly, no bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification after the ending date certified by the Director of Human Resources for that classification to be eligible for participation in the Referral Bonus Program.

(ii) Individuals assigned to employee recruitment as a primary function of their position shall not be eligible to receive this Bonus.

(iii) In cases where more than one employee is named as a "referring party," the recruitment bonus shall be equally split between the referring employees.

- (iv) In cases where the referred employee resigns, transfers out of the eligible position, or is terminated prior to completion of 2,080 service hours, the additional five hundred dollars (\$500.00) shall not be paid.
 - (v) The referral bonus payment shall not be considered in determining regular rate of pay for purposes of computing overtime compensation; nor shall it be considered earnable compensation for purposes of retirement.
 - (vi) The appointing authority shall have sole responsibility and authority to determine eligibility for the 2nd installment of the recruitment bonus. Such determination shall not be subject to review or appeal.
- (e) This Article may be deleted by the District at the conclusion of this Agreement.

REEMPLOYMENT

- (a) A regular employee who has separated District employment, and who is subsequently rehired in the same classification in a regular position within one year (i.e., beginning the first day of work by the 365th calendar day, may receive restoration of salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with the Retirement Medical Trust Fund Article)) subject to the approval and conditions established by the appointing authority and the County's Director of Human Resources or designee. Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the Board of Retirement. Such employees begin accruing vacation and sick leave and may utilize the same immediately. The employee shall be required to serve a new probationary period, unless waived by the County's Director of Human Resources or designee. The employee shall be provided a new date of hire for purposes of seniority.
- (b) A regular employee who has separated District employment and who is subsequently rehired to a regular position in the same job family within one year (i.e., beginning the first day of work by the 365th day), may receive restoration of vacation accrual rate, sick leave, and retirement contribution rate in the same manner as described above. Such employees begin immediately accruing vacation and sick leaves and may utilize the same immediately. The employee shall be required to serve a new probationary period, unless waived by the County's Director of Human Resources or designee. The employee shall be provided a new date of hire for purposes of seniority.
- (c) A regular employee who has separated District employment, and who is subsequently rehired to a regular position in another job family within a ninety (90) calendar day period, must begin the first day of work within ninety (90) calendar days and beginning the first day of work by the ninety-first day, may receive restoration of salary step (in the instance of rehire in a classification at the same pay range as the position originally held), vacation accrual rate, sick leave and retirement contribution rate in the same manner as described above. The employee shall be required to serve a new probationary period, unless waived by the County's Director of Human Resources or designee. The employee shall be provided a new date of hire for purposes of seniority.
- (d) For purposes of this article, a regular employee shall mean an employee in a regular position who held regular status in any classification during the previous period of District employment.

RELOCATION

Employees in regular positions who are required by order of their appointing authority to change their principal place of residence because of a reassignment to meet the District's service needs will be granted time off with pay not to exceed two (2) working days and up to four hundred dollars (\$400.00) reimbursement towards the actual cost of relocating their personal furnishings and belongings.

RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the thirty-one (31) day period commencing 180 days prior to the expiration of this Agreement, a written request to commence negotiations, as well as its written proposals for such successor Memorandum of Understanding. Upon receipt of such written proposals, negotiations shall begin no later than thirty (30) calendar days after such receipt.

The first order of business shall be negotiation of ground rules. By conclusion of the second meeting, ground rules shall be established regarding the form and procedure for exchanging further proposals and counter- proposals.

REST PERIODS

Employees shall be entitled to rest periods in accordance with the schedule contained herein. Rest periods shall be scheduled in accordance with the requirements of the department, but in no instance shall rest periods be scheduled within one (1) hour of the beginning or ending of a tour of duty or meal period, nor shall such time be cumulative nor used to report to work late or leave early. Rest periods shall be considered as time worked. Employees required to work beyond their regular tour of duty shall be granted a ten (10) minute rest period for each two (2) hours of such work.

Regularly Scheduled Tour of Duty:	No. and Limit of Rest Period:
After 3 hours and through 6 hours	One - 15 Minute Rest Period
After 6 hours and through 8 hours	Two - 15 Minute Rest Periods
After 8 hours and through 10 hours	Two - 20 Minute Rest Periods
After 10 hours	One - 25 Minute Rest Period and One - 20 Minute Rest Period

RETIREMENT MEDICAL TRUST

A Retirement Medical Trust Fund will be established the first full pay period following Board of Supervisor approval for eligible employees.

The Trust is administered by a Board of Trustees who manages the resources of the Trust Fund and determines appropriate investment options and administrative fees for managing the Trust Fund. The Trustees insure that payments of qualified medical expenses incurred by retirees or their eligible dependents are properly reimbursed.

The Trust will establish individual accounts for each participant who will be credited with earnings/losses based upon the investment performance of the participant's individual account. All of the contributions to the Trust Fund will be treated for tax purposes as employer, non-elective contributions resulting in tax-free contributions for the District.

All of the distributions from the Trust Fund made to retirees or their eligible dependents for the reimbursement of qualified medical expenses as defined by the Internal Revenue Codes (including medical and other eligible insurance premiums) will also be non-taxable to the retiree or the retiree's eligible dependent(s).

The Trust is a Voluntary Employees Benefit Association (VEBA) and will comply with all of the provisions of Section 501(c)(9) of the Internal Revenue Code.

Section 1 – Sick Leave Conversion Eligibility

Eligible employees are those employees with ten (10) or more years of participation in the San Bernardino County Employees’ Retirement Association (SBCERA). Participation in other public sector retirement system(s) may also be counted towards the ten (10) year requirement provided that the employee is also a participant in SBCERA and did not withdraw their contributions from the retirement system(s) or those who receive disability retirement. Those eligible employees with ten (10) or more years of combined contributions to SBCERA and other public sector retirement system(s) must complete a Prior Service Credit Request form and submit it to the Retirement Medical Trust Plan Administrator for approval. A letter from the public sector retirement system(s) confirming that contributions have not been withdrawn must accompany the written evidence.

Section 2 – Sick Leave Conversion Formula

All eligible employees will be required to contribute the cash value of their unused sick leave balances to the Trust, in accordance with the conversion formula table below.

Amount of Remaining Sick Leave Hours	Cash Formula Value
80 to 480 hours	30%
481 to 600 hours	40%
601 to 720 hours	45%
721 to 840 hours	50%
841 to 1,300 hours	65%

Section 3 – Death

Upon the death of an active member with ten (10) or more years of continuous service from the most recent date of hire in a regular position, the estate of the deceased person shall be paid for all unused sick leave balances in accordance with the formula in Section 2 of this Article.

Section 4: District Contributions

The District shall contribute to the Trust one half percent (0.5%) of the base biweekly salary of eligible employees who have completed more than one (1) year of regular service. Employees who have completed more than five (5) years of regular service shall have one percent (1%) of their base biweekly salary contributed to the Trust by the District.

Effective March 14, 2020, the District contributions shall be as follows.

<u>Years of Completed District Service</u>	<u>Percentage</u>
Less than one year	0%
One but less than ten years	.5%
Ten but less than sixteen years	1.5%
Sixteen or more years	2.0%

Employees in the unit who have at least five years of completed continuous service, but less than ten years of completed continuous service shall be grandfathered and maintained at the current one percent (1.0%) District contribution. Upon said employees reaching ten years of completed continuous service they shall move to the new ten year tier.

Contributions to the Trust shall not be considered earnable compensation.

RETIREMENT SYSTEM CONTRIBUTIONS

Section 1 – Eligibility

Under the provisions of the County Employee's Retirement Law of 1937, all employees in regular positions who are regularly scheduled to work for a minimum of forty (40) hours per pay period shall become members of the San Bernardino County Employees Retirement Association (SBCERA).

Exception: Employees first hired at age sixty (60) or over may choose not to become members of SBCERA at the time of hire. If this election is made, the employee will participate in the County's PST Deferred Compensation Retirement Plan. The employee's contributions to the PST Deferred Compensation Retirement Plan shall be automatically deducted from employee's earnings. Said employees shall contribute seven and one-half (7½ %) of the employee's bi-weekly gross earnings. Employees shall automatically be enrolled in the Plan upon notification from SBCERA that the employee has opted out of SBCERA membership.

Section 2 – Employee Contributions

Any employee Retirement System contribution obligations shall be paid by the employee.

The Auditor/Controller-Recorder has implemented the pick-up of such Retirement System contributions under Internal Revenue Code Section 414(h)(2).

The District shall make member contributions under this Section on behalf of the employee, which shall be in lieu of the employee's contributions, and such contributions shall be treated as employer contributions for purposes of reporting and wage withholding under the Internal Revenue Code and the Revenue and Taxation Code. The amounts picked up under this Section shall be recouped through offsets against the salary of each employee for whom the District picks up member contributions. These offsets are akin to a reduction in salary and shall be made solely for purposes of income tax reporting and withholding. The member contributions picked up by the District under this Section shall be treated as compensation paid to District employees for all other purposes. No employee shall have the option to receive the Retirement System contribution amounts directly instead of having them paid to the County Retirement System.

Section 3 – Special Provisions

Employees with at least twenty-five (25) years of service as set forth in Government Code section 31625.3 as of July 16, 2011, and who either already have or thereafter attain thirty (30) years of service credit as set forth in Government Code section 31625.3 shall have one (1) opportunity during the employee's employment to receive cash payments of seven percent (7%) of earnable compensation for up to twenty-six (26) consecutive pay periods.

The provisions of this Section shall be applied each pay period.

Section 4 – Survivor Benefits for General Retirement Members Administered by San Bernardino County Employees Retirement Association (SBCERA)

Survivor Benefits are payable to employed general retirement members with at least 18 months continuous retirement membership pursuant to Section 31855.12 of the County Employees Retirement Law of 1937. An equal, non-refundable employer and employee bi-weekly contribution will be paid to SBCERA as provided in the annual actuarial study.

RETURN-TO-WORK COMPENSATION

Section 1 – Purpose

Return-to-work compensation is designed to compensate employees for being available to return to work with limited notice and for hours not previously regularly scheduled. There are two types of return-to-work compensation covered by this Article: on-call and call-back. Assignment and approval of return to work compensation shall be made by the District Manager or designee based upon the needs of the service.

Section 2 – On-Call Compensation

- (a) Employees assigned to be on-call shall be issued an on-call pager and cell phone. The pager and cell phone shall be kept available so the employee is immediately aware when contacted. The employee must be able to report to their work site no later than one (1) hour after notification.
- (b) While assigned to on-call duty, the employee shall be free to use the time for his or her own purposes as long as employee meets the response time and is able to return to work in accordance with District policy.
- (c) On-call duty shall be compensated at the rate of three dollars and twenty-five cents (\$3.25) for each full hour of duty or portion thereof. On-call time shall not count as hours worked.
- (d) The employee shall not receive on-call compensation once the employee begins work.

Section 3 – Call-Back Compensation

- (a) Call-back pay is used when an employee in a regular position returns to active duty and the work site at the request of the appointing authority or designee after said employee has been released from active duty and has left the work site. An employee need not be assigned to on-call or standby duty to receive call-back compensation.
- (b) Call-back compensation shall be paid in the following manner. The employee shall be paid for two (2) hours at one-time the base hourly rate of pay for each call-back occurrence. Said compensation shall be in lieu of any travel time and expense to and from home and the first or last work contact point. All time actually worked shall be considered as time actually worked for purposes of the Article on "Overtime."
- (c) Employees shall not be eligible for call-back pay in the following situations: (1) special tours of duty scheduled in advance; (2) the employee is called back within two (2) hours of the beginning of a scheduled tour of duty; or (3) the employee is not required to leave home. The employee shall report all time actually worked within a pay period. Such time shall be cumulative and shall be considered as time actually worked for the purposes of the Article on "Overtime."

SALARY AND EQUITY ADJUSTMENTS

Section 1 – Salary Adjustments

(a) Across the Board Salary Increases

- (1) 2.50% - Effective September 26, 2020, the District shall provide all classifications covered by the MOU a two and one-half percent (2.50%) across the board salary increase.
- (2) 2.50% - Effective October 9, 2021, the District shall provide all classifications covered by the MOU with an additional two and one-half percent (2.50%) across the board salary increase, subject to the following:

- If assessed values are less than a two percent (2.00%) increase in the 2020/2021 fiscal year from the 2019/2020 fiscal year and/or if the state or federal governments change funding allocations or reduce funding for the In-Home Support Services program (e.g., the Maintenance of Effort inflation factor is increased above four percent, etc.) then the County shall have the right to meet and confer with IBEW Local 47 over its financial ability to fund this increase, provided that any modification of this agreement must be by mutual written consent. If the parties are unable to reach an agreement by October 9, 2022, the increase due on that date shall be deferred until April 9, 2022, or as otherwise agreed by the parties in the meet and confer process.
- (3) 2.50% - Effective October 8, 2022, the District shall provide all classifications covered by the MOU with an additional two and one-half percent (2.50%) across the board salary increase, subject to the following:
- If assessed values are less than a two percent (2.00%) increase in the 2021/2022 fiscal year from the 2020/2021 fiscal year and/or if the state or federal governments change funding allocations or reduce funding for the In-Home Support Services program (e.g., the Maintenance of Effort inflation factor is increased above four percent, etc.) then the County shall have the right to meet and confer with IBEW Local 47 over its financial ability to fund this increase, provided that any modification of this agreement must be by mutual written consent. If the parties are unable to reach an agreement by October 8, 2022, the increase due on that date shall be deferred until April 8, 2023, or as otherwise agreed by the parties in the meet and confer process.
- (4) 2.50% - Effective October 7, 2023, the District shall provide all classifications covered by the MOU with an additional two and one-half percent (2.50%) across the board salary increase, subject to the following:
- If assessed values are less than a two percent (2.00%) increase in the 2022/2023 fiscal year from the 2021/2022 fiscal year and/or if the state or federal governments change funding allocations or reduce funding for the In-Home Support Services program (e.g., the Maintenance of Effort inflation factor is increased above four percent, etc.) then the County shall have the right to meet and confer with IBEW Local 47 over its financial ability to fund this increase, provided that any modification of this agreement must be by mutual written consent. If the parties are unable to reach an agreement by October 7, 2023, the increase due on that date shall be deferred until April 6, 2024, or as otherwise agreed by the parties in the meet and confer process.
- (5) 1.00% - Effective July 27, 2024, the District shall provide all classifications covered by the MOU with an additional one percent (1.00%) across the board salary increase.
- If assessed values are less than a two percent (2.00%) increase in the 2023/2024 fiscal year from the 2022/2023 fiscal year and/or if the state or federal governments change funding allocations or reduce funding for the In-Home Support Services program (e.g., the Maintenance of Effort inflation factor is increased above four percent, etc.) then the County shall have the right to meet and confer with IBEW Local 47 over its financial ability to fund this increase, provided that any modification of this agreement must be by mutual written consent. If the parties are unable to reach an agreement by July 27, 2024, the increase due on that date shall be deferred until January 25, 2025, or as otherwise agreed by the parties in the meet and confer process.

(b) New Top Step

- (1) Effective August 1, 2020, the County shall establish a new top step that is approximately 2.50% above the current top step for all non-trainee classifications covered by the MOU.

Employees who are at the existing top step on that date and have completed at least 1,040 service hours at that step and received a “Meets Job Standards” or above on their most recent Work Performance Evaluation (WPE) in the 12 consecutive months prior to the effective date of the new top step, are eligible to advance on August 1, 2020. Employees who have not completed at least 1,040 service hours at that

step on that date shall be eligible to move to the new top step upon completion of 1,040 service hours and receiving at least a “Meets Job Standards” or above on their WPE.

- (2) Effective July 27, 2024, the County shall establish a new top step that is approximately 2.50% above the current top step for all non-trainee classifications covered by the MOU.

Employees who are at the existing top step on that date and have completed at least 1,040 service hours at that step and received a “Meets Job Standards” or above on their most recent Work Performance Evaluation (WPE) in the 12 consecutive months prior to the effective date of the new top step, are eligible to advance on July 27, 2024. Employees who have not completed at least 1,040 service hours at that step on that date shall be eligible to move to the new top step upon completion of 1,040 service hours and receiving at least a “Meets Job Standards” or above on their WPE.

For purposes of this Agreement, base salary range shall mean the salary range assigned to a specific classification as provided in Appendix B. Base salary rate shall mean the base hourly rate of pay (excluding differentials and any other pay above the base hourly rate of pay) established pursuant to the step placement within the base salary range as provided in this Agreement as appropriate.

SALARY RATES AND STEP ADVANCEMENTS

New employees shall be hired at step 1 of the established base salary range, except as otherwise provided in this Agreement. Variable entrance steps may be established if justified by recruitment needs through step 7 with the approval of the appointing authority and through top step of the range with the approval of the County’s Human Resources Director, or designee.

Within the base salary range, all step advancements will be made at the beginning of the pay period following the pay period in which the employee completes the required number of service hours. Approval for advancement shall be based upon completion of required service hours in the classification, satisfactory work performance, and appointing authority recommendation. An employee whose step advancement is denied shall not be eligible for reconsideration for step advancement except as provided in the Article, “Merit Advancements.”

Completed service hours shall be defined as regularly scheduled hours in a paid status, up to 80 hours per pay period. Overtime hours, disability payments, Medical Emergency Leave, and time without pay shall not count toward step advancements.

Effective March 14, 2020, employees shall be eligible for step advancement after completion of increments of 1,040 hours, until the top step of the range is reached. Employees who, as of March 14, 2020, have at least 1,040 hours from their most recent step advancement shall be immediately eligible to advance to the next step, if applicable, on March 14, 2020. After receiving that step advancement, such employees shall be eligible for step advancement after completion of increments of 1,040 hours, until the top step of the range is reached.

Employees who, as of the pay period following Board approval of the MOU extension have less than 1,040 hours from their most recent step advancement shall be eligible to receive their next step advancement, if applicable, upon completion of 1,040 hours from their most recent step advancement. For example, an employee who received his step advancement effective July 20, 2019 would be eligible to move to the next step on or about January 4, 2020 provided the employee had completed sufficient service hours. Thereafter, such employees shall be eligible for step advancement after completion of increments of 1,040 hours until the top step of the range is reached.

Step advancements within a base salary range shall be based upon a one step increment, approximately two and one-half percent (2.5%) for all employees.

Example

Hire Step	1	7
After 1,040 hours*	2	8
After additional 1,040 hours*	3	9
After additional 1,040 hours*	4	10
After additional 1,040 hours*	5	11
After additional 1,040 hours*	6	
After additional 1,040 hours*	7	
After additional 1,040 hours*	8	
After additional 1,040 hours*	9	
After additional 1,040 hours*	10	
After additional 1,040 hours*	11	

*Assumes satisfactory work performance and appointing authority recommendation.

An appointing authority may request, in limited exceptional circumstances and with adequate justification, the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, or to correct any salary inequity, subject to the recommendation of the Director of Human Resources and the final approval of the Chief Executive Officer or his/her designee. The Director of Human Resources may authorize the adjustment of the salary step or salary rate of an employee to correct any payroll error or omission, including any such action which may have arisen in any prior fiscal year.

SECTION 125 PREMIUM CONVERSION PLAN

- (a) Eligible employees shall be provided with a Section 125 Premium Conversion Plan. The purpose of the Plan is to provide employees a choice between paying premiums with either pre-tax salary reductions or after-tax payroll deductions for medical insurance, dental insurance, vision insurance, voluntary life (to the IRS specified limit) and accidental death and dismemberment insurance premiums currently maintained for Unit employees or any other program(s) mutually agreed upon by the parties. The amount of the pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium.
- (b) Benefit elections shall not reduce earnable compensation for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association.
- (c) To be eligible for the Section 125 Premium Conversion Plan, an employee must be eligible to participate in medical, dental, vision, AD&D, and/or life insurance and have a premium deduction for any of these benefit plans.
- (d) Election of pre-tax and after-tax payroll deductions shall be made within sixty (60) days of the initial or subsequent eligibility period in a manner and on such forms designated by the County Human Resources Employee Benefits and Services Division. Failure to timely submit appropriate paperwork will result in after-tax deductions for all eligible premiums for the remainder of the Plan Year.
- (e) Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Plan Document.

STANDARD TOUR OF DUTY

The standard tour of duty represents the time that an employee is regularly scheduled to work. The employee shall be present at the assigned work location and ready to begin work at the start of the standard tour of duty. For payroll purposes, a regularly scheduled tour of duty, which commences before midnight and ends the following day, shall be reported as time worked for the day in which the tour of duty began. The Appointing Authority shall establish the actual number of hours, which comprises the standard tour of duty for each position. The Appointing Authority may modify or change the number of hours in a standard day, tour of duty or shift for each position to meet the needs of the service. Prior to modifying and/or changing an employee's standard tour of duty, the Appointing Authority will notify the affected employee(s) indicating the proposed change and/or modification a minimum of fourteen (14) calendar days prior to its implementation, unless the employee(s) specifically consents to a lesser notification period, or in the event of work urgency or emergency, as determined by the Appointing Authority. When required by applicable law, IBEW, Local 47, shall also be notified.

STATE DISABILITY INSURANCE (CLERICAL EMPLOYEES ONLY)

The District agrees to pay the premium for State Disability Insurance for each employee in the classifications of Fiscal Assistant, Utility Services Associate, and Accounts Technician. Such District-paid premium shall not exceed the current cost of nine-tenths (.009) of a percent of the first twenty-one thousand, nine hundred dollars (\$21,900) in employee wages in a calendar year.

After coverage is available, all claims shall be filed directly with the State Employment Development Department by individual employees. This benefit shall apply to employees in regular positions budgeted for forty-one (41) or more hours per pay period.

TEMPORARY PERFORMANCE OF HIGHER LEVEL DUTIES

Section 1 – General

Employees directed to continuously perform the duties of a vacant higher level position, or employees who have been given the temporary assignment of a project involving the performance of more difficult duties and requiring a greater level of skill(s) may be granted additional compensation. No award shall be made in any situation related to a vacation, short-term illness or other temporary relief. For the purpose of this Article, temporary is defined as six (6) weeks or less. The duration of such assignments are not intended to exceed one (1) calendar year.

Section 2 – Eligibility Criteria

Employees will normally have regular status and not be in a probationary or trainee status; and there must be evidence of the employee's ability to competently perform the new assignment as determined by the Director of Human Resources or designee and the employee shall be required to meet standards for satisfactory performance. Appointments to regular positions of trainees or underfills are exempt from the provisions of this Article.

Section 3 – Assignment Criteria

- (a) Vacant Higher Level Position – For the purposes of this Article, a vacant position is defined as an authorized regular position for which funds have been appropriated and which may be: (1) an unoccupied position due to attrition; (2) a position from which the incumbent is on extended leave of absence; or (3) a new position authorized by the Board of Supervisors. The appointing authority certifies that the employee is

assigned and held responsible to fully perform all of the higher level duties without limitation as to difficulty or complexity of assignments or consequence of action. This provision shall not be used to circumvent the merit system of promotion and approval of such a request shall initiate the appropriate recruitment/selection process where applicable.

- (b) Project Compensation – Compensation related to project assignments requires the temporary assignment of more difficult duties involving a greater level of skills. Such assignment may be made to allow for employee rotation, enhance upward mobility or to determine the impact of potential operational/organizational changes. The specific, temporary duties must be identified in writing.

Section 4 – Compensation

- (a) Vacant Higher Level Position - Employees performing the duties of a vacant higher level regular position shall be entitled to a salary rate increase to the higher level for the time actually worked. The amount of the increase shall be determined as if the assignment had been a promotion. The employee shall be eligible for step advances in the higher level position in accordance with the Salary Rate and Step Advancement and Merit Advancement Articles. The employee shall continue to receive leave and benefits associated with his/her pre-assignment Unit. Differentials and other compensation shall be paid only if applicable to the higher level position assignment. Overtime compensation shall be administered according to the FLSA-status of the higher level position. Upon completion of assignment, the employee shall be returned to his/her former position classification and pre-assignment salary step. If, while on the temporary assignment, the employee's step due date occurs, the employee shall receive their salary step effective the pay period they are returned to their former classification; provided, however, that the employee received a Work Performance Evaluation of at least "Meets Job Standards" while on the temporary assignment. If the employee was due a step advance while on the temporary assignment and no evaluation has been completed or if the employee was not rated at least "Meets Job Standards," the employee shall be evaluated within three (3) pay periods of return to former classification, and if rated at least "Meets Job Standards," the employee shall receive his/her step advance retroactive to the date of return to former classification. Under no circumstances will the step advancement be retroactive beyond the date of the return to former classification. Step placement upon promotion to the same or other higher level position following completion of the temporary assignment will be determined based upon salary rate in the pre-assignment position in accordance with the Promotions Article.
- (b) Project compensation shall be in the form of a specified percentage of the employee's base pay paid each pay period. The Director of Human Resources or designee will determine the amount in increments of one-half percent (0.5%) from a minimum of two and one-half percent (2.5%) up to a maximum of seven and one-half percent (7.5%). The bonus will be computed at the specified percentage of the current base pay of the employee for each pay period. The bonus shall be considered earnable compensation and shall be considered part of the employee's regular rate of pay for purposes of calculating overtime, if applicable. Such increases in pay shall not affect the employee's step advancement in the base range pursuant to the Article on "Salary Rates and Step Advancements."

Section 5 – Administration

Requests for Temporary Performance Compensation may be initiated by the Appointing Authority or an employee via the Appointing Authority. The Appointing Authority and the employee bear mutual responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions defined in this Article. Requests for Temporary Performance Compensation shall be reviewed by the Director of Human Resources or designee. It is important to obtain Human Resources Department review of the request in advance of the date the employee begins the assignment, because there is no guarantee the request will be approved. Temporary Performance Compensation is to be effective only with the Director of Human Resources written approval, assignment of the greater level of duties, and signed acceptance by the employee.

Section 6 – Limitations/Exclusions

- (a) The provisions of this Article shall not be utilized to circumvent the provisions of or provide additional

compensation over and above that which may be provided in the Article on “Classification.” The Articles, “Temporary Performance of Higher Level Duties” and “Classification” are mutually exclusive concepts and as such there shall be no dual or multiple requests and/or appeals, where the latter is applicable for a single situation.

- (b) Under no circumstances will Temporary Performance Compensation be granted retroactively.
- (c) Denial of compensation shall not be subject to review, appeal, or the grievance procedure.
- (d) Employees may be temporarily assigned higher or lower duties without a change in pay and such action not be deemed as a basis for transfer, demotion, promotion, or reclassification. In all cases where periodic or regular variations in assignments occur because of seasonal needs or because of the nature of the duties or the work schedule, such variations shall be considered as incidental to the position.

TERM

The term of this Memorandum of Understanding shall commence upon approval by the Board of Supervisors, and this Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) of December 31, 2024. If a successor Memorandum of Understanding has not been reached by 12:00 a.m. (midnight) of December 31, 2024, the terms and conditions required by law shall continue in effect until a successor Memorandum of Understanding is approved by the Board of Supervisors or the dispute resolution procedure has been exhausted under the provisions of the Employee Relations Resolution, whichever occurs sooner.

TUITION, TRAINING AND MEMBERSHIP DUES

In conjunction with IBEW, Local #47, the District has established policies for professional training and payment of membership dues to encourage all employees to pursue educational opportunities and involvement in organizations to enhance their contribution as District employees and assist in their career development. Both parties recognize the importance of continued quality improvement and strongly encourage the utilization of opportunities assisted by this Article.

In addition to any monies set aside by the Department for training, the District agrees to establish a fund of \$20,000 for each fiscal year for use by Unit employees in regular positions budgeted for more than forty (40) hours per pay period. The fund is available for use on a first- come, first-served basis to reimburse employees for tuition costs incurred for job-related education or career development, to reimburse membership dues in professional organizations, to pay for registration costs incurred for job related education, and to pay for job related certification and licensure fees, including test fees incurred as a result of such job related courses, provided such expenditures enhances furtherance of District or continuing education goals. Each employee shall be limited to one-thousand five hundred dollars (\$1,500) per fiscal year. In the event that claims against the Tuition Fund do not exceed the annual allowance and all claims have been satisfied for Unit employees, any remaining Tuition Fund money will be divided equally among those Unit employees who previously submitted claims which exceeded the cap of one-thousand five hundred dollars (\$1,500); provided that no Unit employee will receive no more than an additional five hundred dollars (\$500.00) in addition to the one-thousand five hundred dollars (\$1,500) cap.

Requests for such reimbursement must be approved in advance by the Appointing Authority and Human Resources and shall not be paid in increments less than ten dollars (\$10.00) per fiscal year. Employee initiated education or career development shall not be considered as time actually worked for purposes of computing overtime and normally shall not occur during regular work hours except that which has the prior approval of the Water and Sanitation Deputy Chief.

No employee shall receive tuition reimbursement in excess of the limitation determined by the Internal Revenue Service. Eligibility for reimbursement is contingent upon an employee completing approved course or seminar, completed with, where applicable, a grade of “C” or better or “pass” when taken on a pass/fail basis, except in extenuating circumstances where such a situation as verifiable illness prevents an individual from completing a course.

UNIFORMS/FOOTWEAR ALLOWANCE

(a) Uniforms

Prior to the establishment of a new uniform requirement, employees will be given full opportunity to discuss the form, nature, style, and quality of such uniform requirement. If the District establishes a new uniform requirement for employees who are not currently required to wear uniforms, the District shall provide such uniforms.

Unit employees in regular positions will also be provided with cloth overalls.

(b) Footwear Allowance

Every July, Unit employees in regular positions in the classifications listed below, shall be eligible to receive a footwear allowance of \$200.00 to purchase appropriate footwear, including safety boots. Effective July 2020, the footwear allowance shall be increased to \$250.00.

- Electrical Technician
- Electrical Technician II
- Electrical Specialist
- Maintenance Worker I
- Maintenance Worker II
- Maintenance Worker III
- Maintenance Worker Trainee
- Operator In Training
- Sampling Technician
- Treatment Plant Operator I
- Treatment Plant Operator II
- Treatment Plant Operator III
- Treatment Plant Operator IV

Safety boots must comply with OSHA and other required standards.

The annual footwear allowance shall be paid in a lump sum to employees in regular positions who are in paid status in the pay period that includes July 1 of each year. Those employees appointed after the pay period that includes July 1 shall receive a prorated allowance payment at the time of their appointment. Such proration shall be based upon the remaining number of pay periods in the fiscal year nearest their appointment. An eligible employee employed in a regular position who is part-time or job-sharing shall be eligible for a prorated lump-sum payment based on regularly scheduled hours.

Employees not in paid status (i.e., not coding paid hours) in the pay period that includes July 1 shall receive a prorated footwear allowance payment upon return to paid status. Such proration shall be based upon the remaining number of pay periods in the fiscal year nearest their return to paid status. However, an employee who is not in paid status during the entire fiscal year (i.e., not in paid status from pay period 15 of one year through pay period 14 of the following year) shall not receive the annual footwear allowance for the fiscal year(s) during which he/she was not in paid status. For example, if an employee is not in paid status from June of 2016 through September 2018, and then returns to paid status in October 2018, the employee shall receive a prorated allowance payment

for FY 2018/2019 upon their return to paid status but shall not receive the FY 2017/2018 allowance because the employee was not in paid status for the entire 2017/2018 fiscal year. Any employee separating from District employment at the conclusion of an unpaid leave of absence shall not receive the footwear allowance.

USE OF BULLETIN BOARDS

The District will furnish a reasonable portion of existing bulletin board space for notices of IBEW, Local #47. Only areas designated by the Appointing Authority may be used for posting of notices. Bulletin boards shall only be used for the following notices:

- (a) Scheduled IBEW, Local #47, meetings, agenda, and minutes.
- (b) Information on IBEW, Local #47, elections and the results.
- (c) Information regarding IBEW, Local #47, social, recreational, and related news bulletins.
- (d) Reports of official business of IBEW, Local #47, including reports of committees or the Executive Board.

Posted notices shall not be obscene, defamatory, or of a political nature, nor shall they pertain to public issues which do not involve the District or its relations with District employees. All notices to be posted must be dated and signed by an authorized representative of IBEW, Local #47, with a copy to be submitted delivered or faxed to the County's Director of Human Resources, or designee, prior to posting or distribution through the District's mail room.

District equipment, materials, or supplies shall not be used for the preparation, reproduction, or distribution of notices, nor shall such notices be prepared by District employees during their regular work time. IBEW, Local #47, may utilize the District's interdepartmental mail system provided IBEW, Local #47, picks up and delivers necessary bulletins to the mail room, delivery to be concurrent with regular routes with no special trips made by the District, and IBEW, Local #47, holds the District harmless against any loss or delays in delivery.

USE OF DISTRICT RESOURCES

IBEW will be granted permission to use District facilities for the purpose of meeting with employees to conduct its internal affairs during non-work hours, provided space for such meetings can be made available without interfering with District needs. Permission to use District facilities must be obtained by IBEW from the appropriate appointing authority. IBEW shall be held fully responsible for any damages to and the security of any District facilities that are used by IBEW. No District vehicles, equipment, time, or supplies may be used in connection with any activity of IBEW, except as may be otherwise provided in this Agreement.

VISION CARE INSURANCE

Subject to carrier requirements, the District will pay the premiums for vision care insurance for Unit employees and their dependents, as offered through the District and as required pursuant to applicable law (e.g., FMLA). If an employee is no longer eligible for District-paid vision care insurance, the employee will have the option of enrolling in COBRA continuation coverage.

VOLUNTARY TIME OFF

Voluntary Time Off (VTO) Program is intended to provide employees in a time of fiscal difficulties a means of taking unpaid (i.e., non-compensated) time off work without losing fringe benefits (e.g., Medical Premium Subsidy, Opt-Out/Waiver amount, Vision, RMT Contribution, and Life Insurance), which depend on the employee being in a paid status. The following conditions apply:

- (a) VTO may be taken in the same increments as vacation time except that the increment is one hour and is limited to eighty (80) hours per fiscal year.
- (b) When VTO is taken, leave accruals continue as if the employee was on paid time. Vacation maximum accrual limits will be extended by the amount of VTO taken provided that the employee takes the vacation time off during the first thirteen (13) pay periods of the following fiscal year. VTO time counts toward satisfying the minimum hour requirement hours to receive the fringe benefits, such as Medical Premium Subsidy, Opt-Out/Waive amount, District-paid Life Insurance, and District-paid Vision Care.
- (c) VTO does not count as hours worked for purposes of computing overtime. District contributions to the retirement system under the Retirement System Contributions Article will only be paid if the employee is in a paid status in any pay period in which VTO is used and the employee receives enough earnings to pay his/her retirement contribution, if any, in that pay period, subject to applicable law.
- (d) VTO may not be used for situations that would otherwise require Leave Without Pay, or in conjunction with Leave Without Pay. VTO may be used only by an employee who is otherwise on paid status.
- (e) VTO is an entirely voluntary program. No employee may be required to take VTO.
- (f) VTO may be taken by request of the employee and upon approval of the appointing authority.

WORK DISRUPTION

The parties agree that no work disruptions shall be caused or sanctioned by IBEW during the term of this Agreement. Work disruptions include, but are not limited to: sit-down, stay-in, speed-up, or slowdown in any operation of the County Water and Sanitation Division, or any curtailment of work, disruption, or interference with the operations of the County Water and Sanitation Division. The parties shall endeavor to discourage any such work disruptions and make positive efforts to return employees to their jobs. The parties acknowledge that participation of any employee in a concerted work action against the District is grounds for disciplinary action, including termination. The parties agree that no lockout of employees shall be instituted by the District during the term of this Agreement, unless such work disruptions occur.

APPENDIX A – APPROVAL BY BOARD OF SUPERVISORS

**APPROVAL BY BOARD OF SUPERVISORS
SPECIAL DISTRICTS DEPARTMENT (CSA 70)
AND THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL #47
REPRESENTING EMPLOYEES IN THE CSA 70 WATER AND SANITATION UNIT**

This Agreement is subject to approval by the Board of Supervisors. The parties hereto agree to perform whatever acts are necessary, both jointly, and separately, both jointly, and separately, to urge the Board to approve and enforce this Agreement.

Following approval of this Agreement by the Board, its terms and conditions shall be implemented by resolution, if applicable, or other appropriate lawful action.

DATE: _____

**COUNTY OF SAN BERNARDINO
SPECIAL DISTRICTS DEPARTMENT**

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL #47**

BOB WINDLE
County Labor Relations Chief

COLIN LAVIN
Assistant Business Manager

PAT LAVIN
Business Manager

RECOMMENDED FOR BOARD OF SUPERVISORS APPROVAL:

GARY McBRIDE
Chief Executive Officer

BOARD OF SUPERVISORS

CURT HAGMAN, Chairman

Date

APPENDIX B - CLASSIFICATIONS

Appendix B includes classifications assigned to this Unit. Classifications with the same or similar names are used in the District but may not be assigned to this Unit.

CLASSIFICATION	SALARY RANGE
Utility Services Associate	AL4
Electrical Technician	ET1
Electrical Technician II	W33
Electrical Specialist	W44
Maintenance Worker I	AL8
Maintenance Worker II	AL9
Maintenance Worker III	AM1
Maintenance Worker Trainee	MWT
Sampling Technician	AZ4
Operator in Training	AM3
Treatment Plant Operator I	AM7
Treatment Plant Operator II	AM8
Treatment Plant Operator III	AM9
Treatment Plant Operator IV	W37

APPENDIX C – SALARY SCHEDULE