

MEMORANDUM
OF
UNDERSTANDING

GROUNDSKEEPING UNIT

July 1, 2019 to June 30, 2022

BETWEEN
ORANGE COUNTY CEMETERY DISTRICT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 721

Table of Contents

| | |
|---|----|
| TERM OF AGREEMENT | 5 |
| RECOGNITION | 5 |
| DEFINITIONS | 5 |
| WORK PERIOD, WORK SHIFTS, OVERTIME AND PREMIUM PAY | 6 |
| Section 1.1 Work Period..... | 6 |
| Section 1.2 Work Shifts | 6 |
| Section 1.3 Overtime | 7 |
| A. Notification of Employees..... | 7 |
| B. Payment for Overtime | 7 |
| Section 1.4 Weekend and Holiday Services | 7 |
| A. Notification of Employees..... | 7 |
| B. Assignment to Services | 7 |
| C. Scheduling of Services | 8 |
| D. Minimum Compensation for Weekend and Holiday Services | 8 |
| E. Rate of Compensation for Weekend and Holiday Services | 8 |
| Section 1.5 Rest and Meal Periods and Cleanup Time..... | 9 |
| A. Rest Period | 9 |
| B. Meal Period | 9 |
| C. Cleanup Time | 9 |
| Section 1.6 Premium Pay..... | 9 |
| A. Call Back Pay | 9 |
| B. Special Skills Pay | 10 |
| C. Standby Pay..... | 10 |
| D. Acting Pay | 10 |
| ARTICLE 2 | 11 |
| PAY PRACTICES | 11 |
| Section 2.1 Compensation Rate | 11 |
| Section 2.2 Salary on New Hire..... | 11 |
| Section 2.3 Merit Increases..... | 11 |
| A. Eligibility for Merit Increase | 11 |
| B. Merit Increase Eligibility Dates | 12 |
| C. Rate of Merit Increases..... | 12 |
| D. Deferral of Merit Increase | 12 |
| Section 2.4 Salary on Promotion | 13 |
| Section 2.5 Salary on Reduction..... | 13 |
| Section 2.6 Direct Deposit | 14 |
| ARTICLE 3 | 14 |
| PERSONNEL PROVISIONS | 14 |
| Section 3.1 Probation | 14 |
| A. Initial Probation..... | 14 |
| B. Promotional Probation..... | 14 |
| C. Failure of Probation..... | 14 |
| D. Extension of Probation | 15 |
| Section 3.2 Performance Evaluations | 15 |

| | | |
|---|--|----|
| Section 3.3 | Contents of Personnel File..... | 15 |
| Section 3.4 | Mileage Reimbursement..... | 16 |
| Section 3.5 | Part-Time Employees..... | 16 |
| ARTICLE 4 | ..... | 17 |
| LEAVE PROVISIONS | ..... | 17 |
| Section 4.1 | Annual Leave..... | 17 |
| A. | Accrual Rates for Annual Leave..... | 17 |
| B. | Maximum Accumulation of Annual Leave..... | 17 |
| C. | Use of Annual Leave..... | 18 |
| D. | Payoff of Annual Leave..... | 19 |
| Section 4.2 | Official Leave of Absence..... | 20 |
| Section 4.3 | Disability Leave..... | 20 |
| Section 4.4 | Medical Certification..... | 20 |
| Section 4.5 | Jury Duty Leave..... | 21 |
| Section 4.6 | Witness Leave..... | 21 |
| Section 4.7 | Parenthood Leave..... | 22 |
| Section 4.8 | Workers' Compensation Leave..... | 22 |
| Section 4.9 | Catastrophic Leave..... | 23 |
| Section 4.10 | Unauthorized Absence..... | 24 |
| Section 4.11 | Legally Required Leave..... | 25 |
| ARTICLE 5 | ..... | 26 |
| HOLIDAYS | ..... | 26 |
| Section 5.1 | Recognized Holidays..... | 26 |
| Section 5.2 | Observed Holidays..... | 26 |
| Section 5.3 | Floating Holidays..... | 26 |
| Section 5.4 | Eligibility for Holiday Pay..... | 26 |
| Section 5.5 | Holiday Pay..... | 27 |
| A. | Rate of Holiday Compensation..... | 27 |
| B. | Compensation for Holidays on a Scheduled Day Off..... | 27 |
| C. | Compensation for Work on Holidays..... | 27 |
| D. | Compensation for Holidays while on Vacation..... | 27 |
| Section 5.6 | Use of Holiday Leave..... | 28 |
| ARTICLE 6 | ..... | 28 |
| DISCIPLINARY ACTION | ..... | 28 |
| Section 6.1 | Reasonable or Just Cause..... | 28 |
| Section 6.2 | Union Representation Rights..... | 28 |
| Section 6.3 | Reprimand and Substandard Performance Evaluation..... | 28 |
| Section 6.4 | Emergency Suspensions of Five (5) Days or Less..... | 29 |
| Section 6.5 | Pre-Disciplinary Hearing for Suspension, Reduction or Discharge..... | 29 |
| Section 6.6 | Suspension..... | 30 |
| Section 6.7 | Reduction..... | 30 |
| Section 6.8 | Discharge and Right of Appeal..... | 30 |
| ARTICLE 7 | ..... | 31 |
| GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS | ..... | 31 |
| Section 7.1 | Scope of Grievances..... | 31 |
| Section 7.2 | Basic Rules..... | 31 |

| | | |
|---------------------------------------|--|----|
| Section 7.3 | Employee Representation | 32 |
| Section 7.4 | Submission of Grievances..... | 32 |
| Section 7.5 | Time Off for Processing Grievances/Appeals | 33 |
| Section 7.6 | Informal Discussion | 33 |
| Section 7.7 | Grievance/Appeal Steps..... | 33 |
| Section 7.8 | Alternate Discharge Appeal Procedure..... | 35 |
| ARTICLE 8 | ..... | 35 |
| LAYOFF PROCEDURE | ..... | 35 |
| Section 8.1 | Order of Layoff | 35 |
| Section 8.2 | Notification of Employees | 36 |
| Section 8.3 | Bumping Rights | 36 |
| Section 8.4 | Recall List | 36 |
| Section 8.5 | Status upon Reemployment or Reinstatement | 36 |
| ARTICLE 9 | ..... | 37 |
| ON-THE-JOB INJURIES AND SAFETY | ..... | 37 |
| Section 9.1 | Treatment of Job-Related Injuries | 37 |
| Section 9.2 | Workers' Compensation Pay | 37 |
| Section 9.3 | Supplemental Pay..... | 38 |
| Section 9.4 | Exposure to Contagious Diseases | 38 |
| Section 9.5 | Safety | 38 |
| ARTICLE 10 | ..... | 39 |
| UNION RIGHTS | ..... | 39 |
| Section 10.1 | Payroll Deductions..... | 39 |
| Section 10.2 | Reporting Requirements | 39 |
| Section 10.3 | Use of Bulletin Boards..... | 39 |
| Section 10.4 | Use of District Facilities | 40 |
| Section 10.5 | Political Education Program | 40 |
| Section 10.6 | Indemnity Clause | 40 |
| Section 10.7 | New Employee Orientations | 40 |
| Section 10.8 | Union Stewards..... | 41 |
| Section 10.9 | Union Release Time..... | 41 |
| A. | Steward Activities | 41 |
| B. | Collective Bargaining..... | 41 |
| C. | Authorization for Release Time | 41 |
| D. | Compensation for Union Activities..... | 42 |
| ARTICLE 11 | ..... | 42 |
| UNIFORMS | ..... | 42 |
| Section 11.1 | Uniforms | 42 |
| Section 11.2 | Safety Boots | 42 |
| Section 11.3 | Uniform Policy..... | 43 |
| Section 11.4 | Uniform Maintenance | 43 |
| ARTICLE 12 | ..... | 43 |
| INSURANCE | ..... | 43 |
| Section 12.1 | Medical Health Insurance | 43 |
| Section 12.2 | Maintenance of Benefits | 44 |
| Section 12.3 | Union Benefits Trust Fund..... | 44 |

| | |
|--|----|
| ARTICLE 13 | 45 |
| RETIREMENT | 45 |
| Section 13.1 Retirement Plan..... | 45 |
| Section 13.2 Contributions for Classic and New Members | 45 |
| Section 13.3 Deferred Compensation Plan | 46 |
| A. Employee Contribution | 46 |
| B. District Contribution..... | 46 |
| Section 13.4 Retiree Medical Benefits..... | 46 |
| A. Retiree Medical Insurance Plan..... | 46 |
| B. Plan Grant..... | 46 |
| C. Lump Sum Benefit | 48 |
| D. Eligibility Requirements for Grant..... | 49 |
| E. Deferred Retirement | 49 |
| F. Survivor Benefits..... | 49 |
| ARTICLE 14 | 50 |
| SEPARABILITY AND SAVINGS CLAUSE | 50 |
| ARTICLE 15 | 50 |
| EMPLOYEE RIGHTS | 50 |
| Section 15.1 Employee Rights..... | 50 |
| Section 15.2 Non-Discrimination | 50 |
| ARTICLE 16 | 51 |
| SALARIES | 51 |
| ARTICLE 17 | 51 |
| MANAGEMENT RIGHTS | 51 |
| EXECUTION OF THE AGREEMENT | 52 |

TERM OF AGREEMENT

This Memorandum of Understanding (MOU) sets forth the terms of agreement reached between the Orange County Cemetery District (District) and the Service Employees International Union, Local 721, CTW-CLC (SEIU or Union), as the Exclusively Recognized Employee Organization for the Groundskeeping Unit for the period beginning July 1, 2019 through June 30, 2022.

Unless otherwise indicated herein, all provisions shall become effective July 1, 2019.

RECOGNITION

Pursuant to the Employee Relations Resolution of the Orange County Cemetery District and California Government Code §3541.1, the Service Employees International Union Local 721 CTW-CLC, is the Exclusively Recognized Employee Organization for the following classes in the Groundskeeping Unit:

- Groundskeeper
- Lead Worker

DEFINITIONS

The following terms as used in this MOU shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

BOARD: Shall mean Board of Trustees of the Orange County Cemetery District.

CONTINUOUS SERVICE: Shall mean employment in a regular position which has not been interrupted by resignation, discharge or retirement. Leaves of Absence shall not be credited toward continuous service. A period of layoff, not exceeding one (1) year, shall be credited as continuous service in the event of reemployment or reinstatement within that one (1) year timeframe.

DISTRICT: Shall mean the Orange County Cemetery District.

EMERGENCY: Shall mean an unforeseen circumstance requiring immediate action, a sudden unexpected happening, an unforeseen occurrence or condition, a pressing necessity.

EMPLOYEE: Shall mean a person employed by the District and covered by the terms of this MOU, except where the natural construction of this MOU indicates otherwise.

FULL-TIME EMPLOYEE: Shall mean an employee employed in a regular position whose normally assigned work hours equal those of a full work week or work period as described hereinafter.

PART-TIME EMPLOYEE: Shall mean an employee employed in a regular position whose normally assigned work hours do not equal those required of a full-time employee.

PERSONAL EMERGENCY: Shall mean an event or circumstance of a serious nature which is beyond an employee's control and which necessitates the employee's absence from duty, including, but not limited to, those events and circumstances which require the employee's prompt attention to avoid possible financial loss to, or damage to the health of either the employee or a member of his/her immediate family.

PRACTICABLE: Shall mean economically or operationally feasible; reasonably able to accomplish.

REGULAR EMPLOYEE: Shall mean an employee who is not on probation and is employed in a regular position.

REGULAR POSITION: Shall mean a position established on a permanent year-round basis requiring work on a regular schedule unless otherwise authorized by the Board.

ARTICLE 1

WORK PERIOD, WORK SHIFTS, OVERTIME AND PREMIUM PAY

Section 1.1 Work Period

- A. The official work period for full-time employees shall be forty (40) hours and shall begin on each Friday and end with the following Thursday. Work ordered and performed in excess of forty (40) hours of time worked and annual leave which is planned, scheduled and pre-approved, including holiday pay in a work period shall be overtime. Unplanned annual leave will not count towards the calculation of overtime.
- B. No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation.

Section 1.2 Work Shifts

- A. The District agrees to give employees advance notice of a work shift change whenever practicable.
- B. The District shall discuss with the Union any proposed changes in existing work shifts before such changes are put into effect.
- C. This section shall not prevent an employee, or group of employees, from requesting a modified work shift.

Section 1.3 Overtime

A. Notification of Employees

If in the judgment of the District, work beyond the normal workday, workweek or work period is required, the District will notify any employee who may be asked to perform such overtime of the apparent need for such overtime as soon as practicable prior to when the overtime is expected to begin.

B. Payment for Overtime

1. Except as otherwise provided in this MOU, overtime shall be compensated at one and one-half (1½) times the regular rate.
2. Overtime may be converted to compensatory time or paid for at the option of the District. Consideration shall be given to effectuating the wishes of employees. Employees may bank up to a maximum of eighty (80) hours of compensatory time. Employees shall be paid for all overtime work performed in excess of this maximum cap amount.
3. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase periods. Compensatory time off may be used as part of the established workweek to earn fringe benefits and to serve out probationary and merit increase periods.
4. An employee separating from District services for reasons other than paid retirement shall be paid for accumulated compensatory time in a lump sum payment.

Section 1.4 Weekend and Holiday Services

A. Notification of Employees

If the District has arranged for any services, which will take place on Saturday, Sunday or on a holiday, the District will notify employees of the proposed services.

Holidays, for the purpose of this section shall mean the actual and/or observed holidays designated in Article 5.

B. Assignment to Services

1. Employees, who are assigned to the Interment Crew for the preceding week, will be those employees that are assigned to perform the weekend or holiday service. If an employee assigned to the interment crew is not available for the weekend service, a supervisor will coordinate the selection of another employee. Services that require more than two (2) employees will be assigned additional employees as needed by the supervisor.

2. In the case of multiple burials for one (1) service on a weekend or holiday, the Cemetery Manager will work with staff to determine the number of employees required.
3. The Cemetery Manager has the discretion to only assign one (1) employee, if there is only one (1) service involving a niche, with no set-up, on a weekend or holiday.
4. Additional employees may be added at supervisor's discretion due to large services or other circumstances on a weekend or holiday.
5. Part-time employees may be assigned to weekend or holiday services when full-time employees are not available.

C. Scheduling of Services

1. The District staff will attempt to limit the number of weekend or holiday services to three (3) services per day.
2. Services should be arranged a minimum of one (1) hour apart or to a maximum of two (2) hours apart.
3. Additional services will be at the Cemetery Manager's discretion, based on type of service and workload.

D. Minimum Compensation for Weekend and Holiday Services

There shall be a guaranteed minimum compensation, based on the number of services that are scheduled to take place on a weekend or holiday. These guaranteed minimums shall be as follows:

| # of Scheduled Services | Guaranteed Minimums | | |
|-------------------------|---------------------|-----------------|---------|
| | # of employees | Saturday/Sunday | Holiday |
| 1 | 2 | 4 hours | 5 hours |
| 2 | 2 | 6 hours | 7 hours |
| 3 | 3 | 8 hours | 9 hours |

In the event that scheduled services for the day require more hours than indicated in the guaranteed minimum compensation table above, employees shall get paid for actual hours worked in excess of these guaranteed minimums.

E. Rate of Compensation for Weekend and Holiday Services

1. Employees shall be compensated at one and one-half (1½) times the regular rate for a Saturday or Sunday.

2. Employees shall be compensated at double times (2X) the regular rate for a holiday.
3. Any overtime worked under this section may be converted to compensatory time or paid for at the option of the District.

Section 1.5 Rest and Meal Periods and Cleanup Time

A. Rest Period

Employees shall be allowed one (1) paid rest period of fifteen (15) minutes during each four (4) consecutive hours of work.

Such rest periods shall be scheduled in accordance with the requirements of the District, but in no case shall rest periods be scheduled within one (1) hour of the beginning or end of a work shift or meal period. The District may designate the location(s) at which rest periods may be taken.

B. Meal Period

Employees shall be allowed up to a one (1) hour unpaid lunch break period when scheduled to work six (6) or more consecutive hours.

C. Cleanup Time

Employees shall be allowed up to, but not exceeding, fifteen (15) minutes of cleanup time just prior to the end of each work shift, including overtime shifts, to perform cleanup activities such as personal wash-up, changing clothes, cleaning up of work area and putting away tools.

Employees shall not end a work shift prior to the end of their scheduled time due to cleanup time.

For example:

If an employee's shift is scheduled to end at 4:00 p.m., the employee shall not end his/her shift and leave prior to 4:00 p.m., even if they have completed their cleanup prior to the 4:00 p.m. end of shift.

Section 1.6 Premium Pay

A. Call Back Pay

1. When an employee returns to work because of a District request made after the employee has completed his/her normal work shift and left the work station, the employee shall be credited with a minimum of two (2) hours work for each such call back.

Any hours of work in excess of two (2) hours, in which the employee is continuously engaged in work for which he/she was called back, shall be paid in minimum fifteen (15) minute increments.

2. Call backs on any day other than a holiday shall be paid at one and one-half (1½) times the regular rate.

Call backs on a holiday shall be paid at double time (2X) the regular rate. Holidays, for the purpose of this section shall mean the actual and/or observed holidays designated in Article 5.

3. Call back pay shall apply only when an employee is required to physically return to work (i.e. leave home or another off-duty location) in order to perform the required duties.

B. Special Skills Pay

When in the judgment of the District, an employee is required on a regular basis to perform duties outside of their normal classification, they will receive additional compensation as authorized by the District.

C. Standby Pay

1. To ensure adequate coverage for responding to after-hours emergencies or requests, the District may assign Lead Workers to standby duty, as needed.
2. An assignment to standby requires the employee to remain in a condition and location to be able to respond to a District emergency within one (1) hour.
3. Each employee shall be compensated for two (2) hours, at their regular rate of pay, for each day assigned to standby duty.
4. In the event of a call back, the provisions of Section 1.6A shall also apply.

D. Acting Pay

Should the General Manager determine that an employee has been directed by management to perform the duties and/or responsibilities of a higher or different classification, the employee shall be eligible to receive acting pay. The acting pay premium shall be calculated at a rate which is seven and one-half percent (7.5%) of the employee's base rate of pay. The premium shall be paid for any time spent performing the duties and/or responsibilities of the higher or different classification. The premium shall be paid in fifteen (15) minute increments, rounded up to the highest such increment.

For example:

An employee is assigned in an acting capacity from 1:00 p.m. – 3:06 p.m. on a single day. The employee’s regular hourly rate is twenty-five dollars and fifty cents (\$25.50). In addition to his/her regular pay for that day, the employee would receive two (2) hours and fifteen (15) minutes of acting pay, at the rate of one dollar and ninety-one cents (\$1.91), as a premium.

That same employee is assigned in an acting capacity on overtime from 4:00 p.m. – 6:00 p.m. on a Saturday. The employee’s overtime rate is thirty-eight dollars and twenty-five cents (\$38.25). In addition to his/her overtime pay for that day, the employee would receive two (2) hours of acting pay, at the rate of two dollars and eighty-seven cents (\$2.87), as a premium.

ARTICLE 2

PAY PRACTICES

Section 2.1 Compensation Rate

Employees shall receive compensation at the hourly rate for the salary range and step assigned to their current classification.

Section 2.2 Salary on New Hire

- A. A new employee shall be paid at the recruiting step of the salary range in effect for the particular classification or position in which the new employee is hired, except as provided in Section 2.2B.
- B. Upon recommendation of the General Manager, a particular position may be filled by appointment at any step within the salary range. Such appointments shall be made only when the General Manager makes a determination that there is a direct benefit to the District from such appointment and makes a determination that the applicant’s previous training and experience enables him/her to make a greater contribution than a less experienced employee.

Section 2.3 Merit Increases

A. Eligibility for Merit Increase

- 1. Employees will become eligible to receive merit increases based on their merit increase eligibility date, except as provided in Section 2.3D, and their annual performance evaluation rating.

2. The General Manager shall have the final discretion to award a salary increase based on merit. In each case, the General Manager will review the recommendation from the Cemetery Manager and discuss the merit based on the Cemetery Manager's rating of the employee's performance.
3. Should an employee's merit increase eligibility date be overlooked through an error and upon discovery of the error the employee is granted a merit increase, the employee shall be compensated for the additional salary the employee would have received dating from the employee's merit increase eligibility date.

B. Merit Increase Eligibility Dates

1. A new or reemployed employee in a regular position shall have a merit increase eligibility date which shall be the first day of the pay period following the completion of the first twenty-six (26) weeks of service within that class.
2. The granting of an official leave of absence (other than military leave) or the imposition of a suspension shall cause the merit increase eligibility date to be extended the number of calendar days equal to the official leave of absence or suspension. The extended merit increase eligibility date will be effective the first day of the pay period after said date.
3. Subsequent merit increase eligibility dates shall be the first day of the pay period following the completion of fifty-two (52) week intervals, subject to the same extension of time for official leaves of absence or suspensions.
4. Effective July 1, 2017, the merit increase eligibility date for all non-probationary employees shall be the first (1st) pay period of each new fiscal year.

C. Rate of Merit Increases

1. Employees receiving a minimum of three hundred (300) points on his/her annual performance evaluation will receive a one (1) step increase.
2. Employees receiving three hundred and seventy-five (375) to four hundred and forty-nine (449) points on his/her annual performance evaluation may receive a two (2) step increase.
3. Employees receiving four hundred and fifty (450) points or more on his/her annual performance evaluation may receive a three (3) step increase.

D. Deferral of Merit Increase

If, in the General Manager's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date and a deferral of decision accompanied by an intensive effort at improved performance might be productive, the

General Manager shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. The employee may be reevaluated at any time, but in any event shall be reevaluated on the structured merit rating prior to the end of the thirteenth (13th) pay period. The employee's merit increase eligibility date shall not be changed by such deferral.

Section 2.4 Salary on Promotion

- A. Any employee promoted to a position in a classification with a higher salary range shall receive the recruiting salary for the higher class or such higher amounts as would be the closest to a two (2) step increase on the range over the salary received prior to the promotion not to exceed the top step of the range.
- B. A new merit increase eligibility date shall be established which shall be the first (1st) day of the pay period following the completion of the first twenty-six (26) weeks of service in the new classification.

Section 2.5 Salary on Reduction

- A. When a probationary employee is reduced to a position in a classification he/she has not previously held, the employee shall receive the recruiting step for the lower class. The employee shall also receive a new merit increase eligibility date.
- B. When a regular employee is reduced to a position in a lower classification by demotion for reasons of unsatisfactory performance, the employee's salary shall be reduced to a step on the salary range which would be the closest amount to a two (2) step reduction or the employee shall receive the maximum step of the salary range of the new classification, whichever is lower.

The employee's merit increase eligibility date shall be the first (1st) day of the pay period following completion of fifty-two (52) weeks of service in the new classification, unless the employee thereby is placed at the recruiting step of the new salary range, in which case the employee's merit increase eligibility date shall be the first (1st) day of the pay period following the completion of twenty-six (26) weeks of service in the new classification.

- C. When a regular employee in good standing is reduced to a position in a lower classification for physical disability or reasons other than unsatisfactory performance, the employee shall receive the highest salary in the new range that does not exceed the employee's rate of pay immediately prior to reduction. The employee shall retain his/her merit increase eligibility date.
- D. When a promotional probationary employee is reduced to a classification the employee previously held in good standing, the employee shall have the step status and merit

increase eligibility date he/she would have achieved if the employee had remained in the lower classification.

Section 2.6 Direct Deposit

The District shall maintain a mandatory requirement for participation in direct deposit for payroll for all employees.

ARTICLE 3

PERSONNEL PROVISIONS

Section 3.1 Probation

A. Initial Probation

A new or reemployed employee employed in a regular position, shall be placed on a new initial probation for twenty-six (26) weeks from the date of appointment ending with the first (1st) day of the pay period following completion of said period.

B. Promotional Probation

Any employee who is promoted (excluding a temporary promotion) shall serve a promotional probation period of twenty-six (26) weeks from the date of promotion ending with the first (1st) day of the pay period following completion of said period.

C. Failure of Probation

1. Initial Probation

An employee on initial probation may be released at the sole discretion of the District at any time without the right of appeal or hearing.

2. Promotional Probation

- a. An employee on promotional probation may be failed at any time without right of appeal or hearing.
- b. An employee who fails promotional probation shall receive a performance evaluation stating the reason for failure of promotional probation.
- c. When an employee fails his/her promotional probation, the employee shall have the right to return to his/her former classification. When an employee is returned to his/her former classification under the provisions of this

section, the employee shall serve the remainder of any uncompleted probationary period in the former classification.

D. Extension of Probation

1. The granting of an official leave of absence or military leave shall cause the employee's probation period to be extended by the length of the official leave of absence, or by the length of the military leave in excess of fifteen (15) calendar days. If the employee is on probation, the extended probation period resulting from the official leave of absence or the military leave shall end with the first (1st) day of the pay period after said extended date.
2. An employee who is suspended shall have his/her probation extended by the length of the suspension, with the extended probation period ending with the first (1st) day of the pay period after said extended date.

Section 3.2 Performance Evaluations

- A. The District shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of the totality of work performed by an employee during the rating period. Such ratings shall be prepared and recorded in the employee's personnel file for all regular employees at least once (1) each year.

For employees on probationary status, a rating shall be prepared and recorded in the employee's personnel file at least once (1) near the middle of the probation period.

- B. The District shall discuss the specific ratings with the employee prior to such ratings being made part of the employee's personnel file.
- C. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment(s) relating thereto, shall be given to the employee.
- D. Effective July 1, 2017, all non-probationary employees shall receive their performance evaluations in the first pay period of each new fiscal year.

Section 3.3 Contents of Personnel File

- A. An employee shall have the right to inspect and review the contents of his/her personnel file at reasonable intervals.
- B. Adverse statements prepared by the District shall not be included in an employee's official personnel file, unless a copy is provided to the employee and the employee signs a confirmation of receipt of such copy. If the employee refuses to sign for a copy, a third party witness must sign and date the document verifying such refusal.

- C. Letters of reference and reports concerning criminal investigations are excluded from this section.
- D. An employee has the right to respond in writing to any adverse statements contained in her/her official personnel file, such reply to become a part of such employee's official personnel file. Any such response must be received by the General Manager no later than ten (10) business days after the employee receives his/her copy of the information contained in the personnel file.

Section 3.4 Mileage Reimbursement

An employee who is authorized to use a private automobile in the performance of his/her duties shall be paid for each mile driven in the performance of his/her duties during each monthly period. The reimbursement amount shall be based on the most current Internal Revenue Service mileage reimbursement rate at the time.

Section 3.5 Part-Time Employees

- A. As of July 1, 2019, the District is not using part-time employees in any classifications represented by the Union. In the event the District desires to utilize part-time employees to perform any work historically done by unit employees, the District agrees to meet and confer with the Union regarding the application of this MOU on the terms and conditions of employment for these part-time employees, including but not limited to the prorated amounts of benefits applicable to a part-time employee and layoff procedures.
- B. Regardless of the meet and confer process in Section 3.5A, unless mutually agreed to otherwise, the following terms shall apply to part-time employees:
 - 2. A new or reemployed employee employed in a part-time regular position shall be placed on probation for one thousand and forty (1040) paid hours, exclusive of overtime, ending with the first (1st) day of the pay period following completion of said period.
 - 3. The District will pay fifty percent (50%) of the employee only premium or thirty-seven and one-half percent (37½%) of the employee's total health plan premium, whichever is greater, for each employee and his/her eligible dependents provided the employee's normal workweek consists of at least twenty (20) hours and the employee pays the balance of the premium. Coverage shall be terminated for any employee whose normal assigned hours are reduced to less than twenty (20) hours in a full workweek.

ARTICLE 4

LEAVE PROVISIONS

Section 4.1 Annual Leave

As of December 4, 2007, accumulated vacation and sick leave banks were combined and placed in an annual leave bank. Annual leave may be used for vacation, sick leave, and bereavement leave.

A day for the purpose of this section shall mean and equal eight (8) hours.

A. Accrual Rates for Annual Leave

1. Up to Three (3) Years of Service

During the first three (3) years of employment, a full-time employee shall earn approximately six (6) hours and nine (9) minutes of annual leave each pay period, for a total of one hundred and sixty (160) hours or twenty (20) days per year.

2. Four (4) through Ten (10) Years of Service

Commencing with the first (1st) pay period following the completion of three (3) years of continuous service, a full-time employee shall earn approximately eight (8) hours and nineteen (19) minutes of annual leave each pay period, for a total of two hundred and sixteen (216) hours or twenty-seven (27) days per year.

3. Eleven (11) Years or more of Service

Commencing with the first (1st) pay period following the completion of ten (10) years of continuous service, a full-time employee shall earn nine (9) hours and fifty-one (51) minutes of annual leave each pay period, for a total of two hundred and fifty-six (256) hours or thirty-two (32) days per year.

4. Annual leave earned shall be added to the employee's annual leave bank upon the completion of the full pay period. No accrual credit will be applied during the active pay period or for any portion of the pay period during which the employee terminates District service.

B. Maximum Accumulation of Annual Leave

1. An employee may accumulate annual leave in an amount that shall not exceed fifty-two (52) times the employee's bi-weekly accrual rate.

2. An employee with an annual leave balance at the maximum accumulation cap shall not accrue any additional annual leave until the employee's annual leave balance falls below fifty-two (52) times the employee's bi-weekly accrual rate.

C. Use of Annual Leave

1. Sick Leave

Annual leave may be used for sick leave due to the following reasons:

- a. An employee's personal injury, illness, the diagnosis, care, treatment of a health condition, or preventative care appointments, exposure to a contagious disease, an absence due to an air pollution alert, or any approved absence due to unforeseen and uncharacteristic working conditions which may be hazardous to the employee's health.
- b. An employee's compelled absence due to the injury, illness, the diagnosis, care, treatment of a health condition, or preventative care appointments of a qualified family member provided that such absence shall be limited to a maximum of three (3) working days for each occurrence.

For purpose of this section, a qualified family member shall mean: parent (including step, foster, and in-law), child (including step, foster, grand, employee acting as *loco parentis*, or any other form of legal guardianship), spouse, grandparent (including in-law), sibling (including in-law), domestic partner, and any other person related to the employee by blood or marriage, who has been living in the employee's household for at least six (6) consecutive months.

- c. The employee is the victim of domestic violence, sexual assault, or stalking.
- d. Any other leave of absence as allowed by law, including pregnancy and/or complications related to pregnancy.
- e. Any additional reason(s) that may be required by Labor Code §246.5(a).

2. Bereavement Leave

Upon request, in the event of the death of a member of the employee's immediate family, the District shall provide the employee with the necessary time off with pay as bereavement leave. Bereavement leave shall be deducted from the employee's annual leave bank.

For purpose of this section, an immediate family member shall mean: parent (including step, foster, in-law, or acted as *loco parentis* to employee), child (including step, foster, grand, employee acting as *loco parentis*, or any other form

of legal guardianship), spouse, grandparent (including in-law), sibling (including in-law), domestic partner, and any other person who has been living in the employee's household for at least the six (6) consecutive months preceding death.

3. Unscheduled Leave

Any use of unscheduled leave requires that the employee call his/her supervisor before 9:00 am on the day of the unscheduled leave. The employee shall leave a voicemail, email or text message for his/her supervisor if he/she is unable to speak with the supervisor. If an employee has an off work order from a healthcare provider, the employee shall also advise the supervisor of the length of the unscheduled leave. Failure to do so will result in an unpaid day(s) of work.

Absent an off work order from a healthcare provider, if the unscheduled leave extends beyond one (1) day, the employee is required to call in every day thereafter to report his/her absence. The General Manager has the discretion to make an exception to this rule in the event of an emergency.

5. Holidays During Annual Leave

Annual leave shall not be deducted for any absences that occur on a holiday. Holidays, for the purpose of this section shall mean the observed holidays designated in Article 5.

6. Vacation

Annual leave used as vacation shall be scheduled and approved by the District. The District shall schedule on a seniority basis. All vacation scheduling shall be done with due regard to the needs of the District's work schedule. When circumstances require, the District may reject an employee's request for vacation.

D. Payoff of Annual Leave

1. Each eligible employee may request to be paid for accumulated annual leave. The employee may submit such request(s) for payoff, in any hourly increment, no more than twice (2X) during each fiscal year. The total amount of such requests shall not exceed eighty (80) hours each fiscal year.

To be eligible, an employee must have used eighty (80) hours of annual leave in the previous year and have a balance of no less than one hundred and fifty (150) hours remaining after the payoff.

2. Any employee separating service or retiring from the District shall be paid in a lump sum payment for one hundred percent (100%) of all unused accumulated annual leave.

3. Payoffs shall be calculated at the employee's rate of pay at the time of the payment.

Section 4.2 Official Leave of Absence

Upon request, an employee may be granted an official leave of absence. Such leave of absence, if granted, shall not exceed one (1) year. An unpaid leave of absence may be authorized only after all accumulated hours of compensatory time and annual leave have been applied toward the absence.

Section 4.3 Disability Leave

- A. Upon request, an employee shall be granted disability leave without pay for up to six (6) months for a non-occupational disability, including disabilities related to pregnancy and childbirth provided that the employee meets the following conditions:
 1. A medical statement covering the diagnosis, prognosis, expected date of return and period of disability shall be submitted with the leave request.
 2. Such unpaid leave shall begin after all accumulated hours of compensatory time and annual leave have been applied toward the absence.
 3. The employee has been in a paid status with the District for six thousand two hundred forty (6240) regularly scheduled hours or more.
- B. If additional leave is desired, the employee may request additional leave in accordance with Section 4.2 above.
- C. An employee shall not be entitled to more than one (1) such leave, pursuant to this section, per each consecutive twelve (12) month period.
- D. When an employee ceases to be eligible for health insurance coverage because of an extended absence due to illness, injury or disability, the District will continue to pay for health insurance premiums for a period of thirty (30) days after coverage ceases. Employees requesting an extension of their health insurance benefits must provide certification from an authorized healthcare provider that the injury, illness, or disability is long-term and presently precludes the employee from returning to any employment with the District.

Section 4.4 Medical Certification

- A. Upon request, an employee may be required to furnish a certificate issued by a licensed physician, registered nurse or other authorized healthcare provider, or other satisfactory evidence of illness, injury, health condition or healthcare appointments. Such evidence may be required when the employee has been under the care of a healthcare provider, or when there is reasonable expectation of abuse of annual leave for sick leave.

- B. An employee who is absent from work for a period of more than fourteen (14) consecutive calendar days due to illness, injury, or pregnancy shall not be permitted to resume work until the employee obtains a medical clearance from an authorized healthcare provider.
- C. Annual leave may be applied toward any portion of a qualified absence if the employee has furnished the District with a certificate signed by a licensed physician or authorized healthcare provider stating the nature of the medical condition and period of disability.
- D. In the event of a dispute regarding the employee's ability to safely return to work following an injury, illness, or due to a health condition, the District may send the employee to a physician designated by the District to obtain a second opinion. Any costs for such visit(s) shall be borne by the District.

Section 4.5 Jury Duty Leave

- 1. Any employee who is called for jury duty service must notify his/her supervisor as soon as possible after receiving notice of the jury duty summons.
- 2. The employee shall be compensated at the employee's regular rate of pay for those hours of absence due to the jury duty service which occur during the employee's regularly scheduled working hours.
- 3. Any monies paid to the employee by the court, excluding mileage, for jury duty service occurring during the employee's regularly scheduled working hours shall be reimbursed to the District. Fees for jury duty performed during hours other than regularly scheduled working hours may be retained by the employee.
- 4. Hours reported as jury duty leave shall be considered as hours worked. Any hours worked beyond the employee's regularly scheduled workday and/or workweek shall still be subject to the overtime provisions in Article 1.

Section 4.6 Witness Leave

An employee who is called to court in response to a subpoena as a witness for court appearances related to District business (except if the employee is a litigant) shall be compensated at his/her regular rate of pay for all hours of absence from work during his/her regularly scheduled working hours.

The employee shall be required to show proof of such subpoena and deposit any witness fees received for such hours, excluding mileage, with the District. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

Section 4.7 Parenthood Leave

- A. An employee shall be granted parenthood leave of up to six (6) months in connection with the birth, or placement for legal adoption, of a child provided the employee meets the following conditions:
 - 1. The employee requesting the leave has submitted a request to his/her supervisor to take the leave at least thirty (30) days in advance of the leave.
 - 2. The requested leave is commenced within six (6) months before or up to one (1) year after the date of birth, or placement for legal adoption, of the child.
 - 3. Sufficient documentation of such birth, or placement for legal adoption, is submitted with the request for leave.
 - 4. Any unpaid leave shall begin after all accumulated hours of compensatory time and annual leave have been applied toward the absence.
- B. Employees shall not be eligible for more than one (1) such leave within any twelve (12) consecutive month period.
- C. Unpaid parenthood leave shall not be credited toward continuous service.

Section 4.8 Workers' Compensation Leave

- A. When an injury is determined to be job related in accordance with Article 9, an employee shall be placed on workers' compensation leave. If such determination cannot readily be made and all accumulated compensatory time and annual leave has been applied to the absence, the employee shall be placed on an official unpaid leave of absence until a final determination is made.
- B. Workers' compensation leave shall continue until the employee:
 - 1. is determined to be physically able to return to work and such medical determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or
 - 2. is determined to be physically able to return to work with medical restrictions which the District can reasonably accommodate and such determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or
 - 3. accepts employment outside the District; or
 - 4. accepts employment in another District position; or

5. has been found to be permanent and stationary and is not rehabilitated as provided by law; or
6. is retired pursuant to government code provisions.

C. Notice of Return to Work

If practicable, an employee on workers' compensation leave will give notice two (2) weeks prior to the date he/she wants to return to work. If an employee does not give two (2) weeks' notice prior to the date he/she wants to return to work, the District shall not be required to return the employee to work until such notice is given. However, the District may waive the notice or reduce the notice period at its discretion.

D. Supplemental Pay

Employees receiving workers' compensation benefits may use accumulated compensatory time or annual leave to supplement their income so that they may receive an amount equal to what the employee would have earned had he/she not been on leave. Employees may only use accumulated annual leave to supplement the amount received if they maintain eighty (80) or more hours of accumulated annual leave.

Section 4.9 Catastrophic Leave

- A. Employees who have a debilitating illness or injury which is expected to incapacitate the employee for an extended period of time shall be entitled to catastrophic leave.
- B. Upon request by an affected employee, the District will establish a catastrophic leave bank into which any employee may voluntarily choose to donate accumulated, but unused annual leave hours. These hours may be used by the requesting employee to receive leave bank allocations due to the exhaustion of his/her own annual leave bank as a direct result of a catastrophic health condition.
- C. Employees wishing to make a donation of hours must inform the General Manager. All requests for allocations from the donating employee's annual leave bank are subject to approval by the General Manager.
- D. The maximum allocation to be made to a recipient's leave bank is one thousand and forty (1040) hours per individual per calendar year.
- E. The value of the donated time will be converted to hours based on the donor's and recipient's rate of pay.
- F. Donations must be made in whole hour increments and once made are irrevocable.

Section 4.10 Unauthorized Absence

- A. Any absence without authorization for three (3) consecutive working days shall be considered an automatic resignation.
- B. When the District plans to invoke the provisions of Section 4.10A, at least ten (10) calendar days prior to entering an automatic resignation on behalf of the employee, the District shall send written notice to the employee's last known address on file with the District. Such notice shall be sent by certified United States Postal Services mail with return receipt requested and, with postage fully prepaid. Notice is complete upon such mailing. Such written notice shall contain:
1. a statement of the District's intention to enter the employee's automatic resignation and its effective date;
 2. a statement of the reasons for considering the employee to have automatically resigned;
 3. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
 4. a statement of the employee's right to representation;
 5. a copy of the automatic resignation provisions which apply to the employee;
 6. a statement that if the employee fails to respond to the written notice before the effective date of the automatic resignation, the District will accept the employee's automatic resignation.
- C. An automatic resignation shall not be entered if the employee:
1. responds to the notice before the effective date; and
 2. provides an explanation satisfactory to the District as to the cause of the unauthorized absence and the reasons for failing to obtain an authorized leave, and submits any pertinent documentation to substantiate such reasons; and
 3. is found by the District to be ready, able and willing to resume the full duties of his/her position.
- D. An employee who is permitted to continue his/her employment, pursuant to Section 4.10C, may not be paid for the period of his/her unauthorized absence. The employee shall be treated as if on an unpaid leave of absence for purposes of continuity of employment and other appropriate benefits, unless the District determines it is appropriate to use accumulated annual leave or compensatory time to cover the absence.

- E. Notwithstanding any other provision of this section, the District may rescind an automatic resignation.
- F. Employees separated pursuant to this section are not covered by the rights set forth in Article 6.

Section 4.11 Legally Required Leave

The District will provide leave for:

- A. Unpaid family care and medical leave for up to twelve (12) weeks per twelve (12) consecutive month period and in accordance with California law and the federal Family and Medical Leave Act (FMLA).
- B. Pregnancy disability leave for up to four (4) months in accordance with the Pregnancy Disability Leave Act (PDL).
- C. Disability leave as required to reasonably accommodate employees with a qualified disability under the Americans with Disabilities Act (ADA) and the California Fair Employment and Housing Act (FEHA), or with a workplace injury.
- C. Upon request, an employee may take off up to forty (40) hours per calendar year, up to eight (8) hours per month, for child-related activities if the employee is a parent with one (1) or more children attending kindergarten, grades 1 to 12, or is at a licensed child care provider. This includes finding, enrolling, or re-enrolling a child in school or with a licensed child care provider, addressing a child care provider, and responding to a school/child care provider emergency including a request for a child to be picked up from school/child care, behavioral/discipline problems, closure or unexpected unavailability of the school/child care (excluding planned holidays), or a natural disaster. An employee desiring to be paid for such time must use accumulated compensatory time or annual leave to cover the absence.
- D. Leave for any other legally required absence.

Employees having any questions regarding these leaves should contact Human Resources.

ARTICLE 5
HOLIDAYS

Section 5.1 Recognized Holidays

The District recognizes the following holidays each year:

| Recognized Holiday | Actual Holiday |
|----------------------------------|---------------------------|
| New Year's Day | January 1 |
| Martin Luther King, Jr. Birthday | 3rd Monday in January |
| Lincoln's Birthday | February 12 |
| President's Day | 3rd Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | 1st Monday in September |
| Veterans Day | November 11 |
| Thanksgiving Day | 4th Thursday in November |
| Day after Thanksgiving | Friday after Thanksgiving |
| Christmas Day | December 25 |

Section 5.2 Observed Holidays

- A. When a holiday falls on a Sunday, the Monday following the holiday shall be observed.
- B. When Christmas Day or New Year's Day falls on a Saturday, the Friday immediately preceding each day shall be observed as the holiday.

Section 5.3 Floating Holidays

Each employee, who is in a paid status during the pay period which includes the date of the floating holiday, shall receive floating holiday hours each year, credited as compensatory time, at the end of the pay period which includes that date, as follows:

| Date of Floating Holiday | Number of Hours Credited |
|---------------------------------|---------------------------------|
| March 1 st | Two (2) hours |
| September 9 th | Eight (8) hours |

Section 5.4 Eligibility for Holiday Pay

- A. An employee must be in a paid status for all or a portion of both the regularly scheduled work shift immediately prior to the observed holiday and the regularly scheduled work shift immediately after that holiday in order to receive the holiday pay.

- B. A new employee whose first (1st) work day is the day after an observed holiday shall not be paid for that holiday.
- C. An employee who is terminating employment for reasons other than retirement and whose last day in a status is the day before an observed holiday shall not be paid for that holiday.
- D. Only employees in regular positions shall be eligible for holiday pay.

Section 5.5 Holiday Pay

A. Rate of Holiday Compensation

On each of the holidays designated above, each employee, whether scheduled to work or not, shall receive eight (8) hours of holiday pay calculated at the employee's base hourly rate.

B. Compensation for Holidays on a Scheduled Day Off

When an observed holiday falls on an employee's regularly scheduled day off, the employee shall receive eight (8) hours of compensatory time.

C. Compensation for Work on Holidays

In addition to the holiday compensation provided in Section 5.5A and B above, an employee who is required to work on a recognized holiday (actual or observed) shall be paid as follows:

1. Regular Shift

At the rate of one and one-half (1½) times the employee's base hourly rate for the number of hours actually worked during his/her regularly scheduled shift.

2. Overtime

At the rate of double (2X) times the employee's base hourly rate for the number of hours actually worked outside of his/her regularly scheduled shift.

D. Compensation for Holidays while on Vacation

An observed holiday, which occurs on an employee's regularly scheduled work day, during an employee's vacation period shall be used to cover the absence and no deduction of vacation hours shall be made to the employee's vacation bank for that day.

Section 5.6 Use of Holiday Leave

Holiday time earned under the provisions of this article may be granted as compensatory time off subject to supervisor approval and based on the operational needs of the District.

ARTICLE 6

DISCIPLINARY ACTION

Section 6.1 Reasonable or Just Cause

Reasonable or just cause is a legally sufficient reason for the District to discipline an employee. It is judged by the factors in each case to see whether the consequence imposed is reasonable.

The reasonableness of the action will be evaluated on:

- The good faith attempt made to correct the behavior
- The supervisory practices and rules followed
- Consistency of the discipline
- The employee's work history/past record
- Use of progressive discipline

Discipline should be administered in a fair and non-discriminatory manner.

Section 6.2 Union Representation Rights

Employees called into a meeting with District Management or a designee, who have a reasonable belief that such meeting could lead to discipline, reprimand or dismissal have the right to union representation by either a shop steward or a union staff representative.

Employees must invoke their Weingarten Rights by asking for union representation. Once requested, employees must be given a reasonable amount of time to obtain union representation. Employees cannot refuse to attend such meetings, but can refuse to answer questions that could be used against them.

The District has the right to conduct meetings to discuss the general work environment or job duties. Union representation is not necessary in these situations.

Section 6.3 Reprimand and Substandard Performance Evaluation

- A. No regular or promotional probationary employee shall receive a written reprimand or a substandard performance evaluation, except for reasonable or just cause.

- B. A written reprimand or substandard performance evaluation given to a regular or promotional probationary employee may be appealed throughout the grievance/appeal procedure. Such appeal shall be initiated at Step 1 of the grievance/appeal procedure.

Section 6.4 Emergency Suspensions of Five (5) Days or Less

- A. When suspending a regular or promotional probationary employee for five (5) days or less (when it is necessary to remove the employee from the work site immediately because of a potential emergency situation, including but not limited to, situations that may endanger life or property), the employee shall:
 - 1. Whenever practicable, be given an opportunity to respond to the proposed suspension to a designated District representative with the authority to make an effective recommendation on the proposed suspension prior to the suspension becoming effective;
 - 2. be informed of the employee's right to representation in the response;
 - 3. be informed of the employee's right to appeal should the proposed suspension become final.
- B. In such emergency suspensions, the procedural requirements of Section 6.5 shall be complied with within ten (10) days following the effective date of the disciplinary action.

Section 6.5 Pre-Disciplinary Hearing for Suspension, Reduction or Discharge

- A. When suspending a regular or promotional probationary employee in a non-emergency situation, or in reducing a regular employee for reasons of unsatisfactory performance or physical disability, or in discharging a regular employee, a written notice of such proposed disciplinary action shall be served on the employee personally, or by certified mail, at least ten (10) calendar days prior to the effective date of the proposed action. Such written notice shall contain:
 - 1. a description of the proposed action and its effective date(s);
 - 2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;
 - 3. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
 - 4. copies of material on which the proposed action is based;
 - 5. a statement of the employee's right to representation;

6. a statement of the employee's right to appeal should such proposed action become final.
- B. Prior to the effective date of such suspension, reduction or discharge, an employee will be given an opportunity to respond either orally or in writing, at the employee's option, to a designated District representative with the authority to make an effective recommendation on the proposed disciplinary action.
- C. An employee shall be given reasonable time off without loss of pay to attend a hearing pursuant to this article.
- D. An employee may represent himself/herself or may be represented.
- E. An employee shall receive written notice either sustaining, modifying or canceling the proposed disciplinary action prior to the effective date of such action, except that such written notice may be given after suspensions pursuant to Section 6.4.

Section 6.6 Suspension

- A. No regular or promotional probationary employee shall be suspended except for reasonable or just cause.
- B. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.
- C. In accordance with provisions of Article 7, an appeal of suspension shall be initiated at Step 3 of the grievance/appeal procedure.

Section 6.7 Reduction

- A. No regular employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance or physical disability, except for reasonable or just cause.
- B. A written notice of such reduction stating specifically the cause of the reduction shall be given to the employee.
- C. In accordance with provisions of Article 7, an appeal of reduction for reasons of unsatisfactory performance or physical disability shall be initiated at Step 3 of the grievance/appeal procedure.

Section 6.8 Discharge and Right of Appeal

- A. No regular employee shall be discharged, except for reasonable or just cause. No proposed discharge shall be implemented unless approved by the General Manager, except for discharges imposed by the Board of Trustees.

- B. A written notice of such discharge stating specifically the cause of the discharge shall be given to the employee.
- C. In accordance with the provisions of this article and Article 7, a discharge may be appealed directly to the Board of Trustees.

ARTICLE 7

GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

Section 7.1 **Scope of Grievances**

- A. A grievance may be filed if a management interpretation or application of the provisions of this MOU is contrary to the terms of this agreement and adversely affects an employee's wages, hours or conditions of employment.
- B. Specifically excluded from the scope of grievances are:
 - 1. Subjects involving the amendment or change of Board of Trustees resolutions, ordinances or minute orders, which do not incorporate the provisions of this MOU
 - 2. Matters which have other means of appeal; including but not limited to: Worker's Compensation issues, discrimination complaints, etc.
 - 3. Position classification
 - 4. Standard or better performance evaluations

Section 7.2 **Basic Rules**

- A. If an employee does not present a grievance/appeal or does not appeal the decision rendered regarding the grievance/appeal within the time limits, the grievance/appeal shall be considered resolved.
- B. If a District representative does not render a decision to the employee within the time limits, the employee may within seven (7) calendar days thereafter appeal to the next step in the procedure.
- C. If it is the judgment of any District representative that he/she does not have the authority to resolve the grievance/appeal, he/she may refer it to the next step in the procedure. No grievance may be resolved without the concurrence of the General Manager.
- D. Upon written consent of the parties (i.e. the representatives of the District and the employee or his/her representative), the time limits at any step in the procedure may be extended.

- E. Every reasonable effort shall be made by the parties to resolve a grievance/appeal at the lowest possible step in the grievance/appeal procedure. The issue of whether such efforts were reasonable or not shall not be subject to the grievance procedure.
- F. No claim shall be granted for retroactive adjustment of any grievance prior to thirty (30) calendar days from the date of filing the written grievance.
- G. In order to encourage frank discussion and compromise in attempting to resolve grievances, the District and Union agree that the grievance files of the respective parties shall be confidential.
- H. All grievance/appeal meetings, including those of the Board of Trustees, shall be private.
- I. All grievances must be signed by the grievant when they are initially filed and through each step of the grievance procedure.

Section 7.3 Employee Representation

- A. An employee may represent himself/herself, or may be represented by a union steward or union staff representative, in the formal grievance/appeal process.
- B. Authorized union stewards acting as grievance/appeal representatives shall be regular non-probationary employees. The Union shall notify the District of the names and titles of the authorized union stewards and send written notice of any changes to the General Manager within ten (10) business days of such change.
- C. Representation at any step of the grievance/appeal procedure or at a discharge hearing shall be limited to one (1) authorized union steward and one (1) union staff representative.

Section 7.4 Submission of Grievances

- A. Any employee, or group of employees, shall have the right to present a grievance. No employee, or group of employees, shall be hindered from or disciplined for exercising this right.
- B. If any two (2) or more employees have essentially the same grievance they may, and if requested by the District must, collectively present and pursue their grievance.
- C. If the grievant is a group of more than three (3) employees, the group shall, at the request of the District, appoint one (1) or two (2) employees to speak for the collective group. To be considered a grievant in a group grievance, employees must affirmatively identify themselves as grievants when the grievance is initially filed.

Section 7.5 Time Off for Processing Grievances/Appeals

- A. Reasonable time off without loss of pay shall be given to an employee and the union steward to attend grievance meetings in accordance with Section 7.7.
- B. Before attending grievance meetings, the grievant and the union steward shall obtain the permission of his/her supervisor and shall report immediately back to the supervisor when the grievance meeting is completed.
- C. Neither the grievant nor the union steward shall interrupt or leave his/her job to attend a grievance meeting if his/her supervisor determines that such interruption or absence will unduly interfere with the work of the unit in which the grievant or union steward is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

Section 7.6 Informal Discussion

If an employee has a problem regarding a work situation, the employee is encouraged to request a meeting with his/her immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively towards a resolution.

Section 7.7 Grievance/Appeal Steps

The grievance/appeal procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless waived by mutual consent, or as otherwise provided herein:

Step 1: Immediate Supervisor

An employee may formally submit a grievance to the Cemetery Manager or in his/her absence, the Assistant to the General Manager within fourteen (14) calendar days from the occurrence which gives rise to the problem. Such submission shall be in writing and shall state the nature of the grievance and the suggested resolution. Within seven (7) calendar days after receipt of the written grievance, the cemetery manager or designated representative as may be designated by the District shall meet with the grievant. Within seven (7) calendar days thereafter, a written decision shall be provided to the grievant. The District shall, whenever practicable, notify the grievant if more than one (1) management representative shall attend the Step 1 grievance meeting.

Step 2: General Manager

If the grievance/appeal is not settled under Step 1 and it concerns:

- An interpretation or an application of this MOU;
- A substandard performance evaluation;

- Deferral or denial of a merit increase; or
- A written reprimand;

It may be appealed in writing to the General Manager or designated representative within seven (7) calendar days from the date the written decision was rendered at Step 1. Appeal of a suspension and/or a reduction ordered by the Cemetery Manager may be submitted in writing at Step 2 within ten (10) calendar days after receipt of the notice of suspension and/or reduction. Within fourteen (14) calendar days after receipt of the written grievance/appeal, the General Manager or his/her representative shall meet with the grievant. Within fourteen (14) calendar days thereafter, a written decision shall be provided to the grievant. With the exception of termination of employment, the decision of the General Manager in all other matters shall be final and binding.

Step 3: Arbitration

If a grievance relating to a termination from employment is not resolved under Step 2, an arbitration request may be submitted in writing by the Union to the General Manager within fourteen (14) calendar days from the date a decision was rendered at Step 2. As soon as practicable thereafter, or as otherwise agreed to by the parties, an arbitrator shall hear the grievance. The cost of an arbitrator shall be shared equally by the District and the Union. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Mediation and Conciliation Service, the American Arbitration Association, or some other agreed upon source, and each party shall alternately strike one (1) name from the list until only one (1) name remains. The one (1) name remaining shall serve as the hearing officer for the arbitration.

At the hearing, both the District and the Union shall have the right to be heard to present evidence. The following rules shall apply:

1. Oral evidence shall be taken only on oath or affirmation.
2. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify, and to rebut the evidence against the witness.

If the employee does not testify on his/her behalf, the employee 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 in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the

admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now, or hereafter may be, recognized in civil actions, irrelevant and unduly repetitious evidence shall be excluded.

The District shall be allowed to have at least one (1) employee who may be called upon to testify as a witness present at the arbitration hearing at all times.

The decision of the arbitrator shall be advisory to the Board of Trustees, who will in turn, review the recommendation and either accept it or revise it. If the Board of Trustees modifies the recommendation, they shall set forth the reasons for the decision based on the administrative hearing record. The Board of Trustees shall not consider any new evidence. The Board of Trustees decision shall be final.

Section 7.8 Alternate Discharge Appeal Procedure

An appeal from any discharge may, in the alternative of an arbitrator as set forth in Section 7.7, be presented to the General Manager within ten (10) calendar days from the day the discharge is effective. The General Manager shall arrange to have the Board of Trustees, or a mutually agreed upon hearing officer, to hear such appeal. If a mutually agreed upon hearing officer is used, he/she shall be appointed and the cost of said hearing officer shall be shared equally by the District and the appealing party. The hearing officer shall hear testimony, gather evidence, and submit findings to the Board of Trustees. Such hearing officer's findings and recommendations are advisory to the Board of Trustees. Any hearing before the hearing officer shall be in closed session.

ARTICLE 8

LAYOFF PROCEDURE

Section 8.1 Order of Layoff

- A. When the District's work force is reduced, the District shall layoff employees within the job classification in the following order:
 - 2. Probationary employees
 - 3. Regular employees

- B. When the District's work force is reduced, the District shall layoff employees within the job classification in regular positions in an order based on consideration of:
 - 1. Employment status,

2. Past performance, and
3. Length of continuous service with the District.

Section 8.2 Notification of Employees

Written notice of layoff shall be given to an employee or sent by mail to the employee's last known mailing address at least fourteen (14) calendar days prior to the effective date of the layoff. Notices of layoff shall be served on employees personally at work whenever practicable. Notice of such layoffs shall be sent to the designated Union representative on file with the District.

Section 8.3 Bumping Rights

An employee selected for layoff may "bump" an employee in the lower classification provided the employee has previously held a regular non-probationary position in the lower classification. Affected employees who are bumped in the lower classification will be displaced pursuant to order of layoffs factors as set forth in this article.

Section 8.4 Recall List

The District shall maintain a recall list with the name of every regular employee who is laid off, or demoted to a lower classification in lieu of layoff, for a period of no less than one (1) year from the date of placement on the list due to a reduction in the work force.

Vacancies in the District shall first be offered to individuals named on the recall list who, at the time of the reduction in work force, held a position in the same job classification as the vacancy to be filled.

Section 8.5 Status upon Reemployment or Reinstatement

A regular employee who has been laid off and is reemployed or reinstated in a regular position within one (1) year from the date of his/her layoff shall be entitled to a restoration of seniority accrued prior to and during the layoff, credit for all service prior to layoff for the purpose of determining the rate of accrual for any paid leave and benefits, and placement on the salary range as if the employee had been on a leave of absence without pay if he/she is reinstated to the same job classification from which he/she was laid off.

ARTICLE 9

ON-THE-JOB INJURIES AND SAFETY

Section 9.1 Treatment of Job-Related Injuries

Whenever an employee sustains an injury or disability arising out of and in the course of District employment and requires medical care, the employee shall obtain treatment and applicable benefits according to the provision of the California Labor Code.

Section 9.2 Workers' Compensation Pay

- A. Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of District employment, the employee shall receive workers' compensation pay.
- B. Before employees are eligible for wages through workers' compensation, employees must be off work for three (3) calendar days. The temporary disability benefits start on the fourth (4th) day of disability. This waiting period is waived if the employee's injury requires overnight hospitalization.
- C. The employee shall not accrue annual leave credit during the period in which the employee receives worker's compensation disability benefits.
- D. When an injury is determined to be job related by the District or by the Workers' Compensation Appeals Board, eighty percent (80%) of all paid leave expended since the fourth (4th) day of disability shall be restored to the employee's leave bank(s), except that if the injury required the employee's hospitalization or caused disability of more than fourteen (14) days, eighty percent (80%) of all paid leave expended since the first (1st) day of disability shall be restored to the employee's leave bank(s).
- E. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered District service for merit increase eligibility and completion of the probation period.
- F. When an employee is no longer entitled to receive workers' compensation pay, the employee may, at his/her option, use accumulated paid leave hours to cover the absence. The order of use of such leave shall be annual leave and compensatory time.
- G. Time during which an employee receives worker's compensation temporary disability benefits shall be counted toward the computation of District seniority and determination of annual leave earning rates.

Section 9.3 Supplemental Pay

Employees receiving workers' compensation benefits may use accumulated hours of annual leave or compensatory time to supplement their income so that with the addition of the use of the banked leave time to any benefits received shall equal the amount the employee would have earned had he/she not been out on workers' compensation.

Employees may only use annual leave to supplement the amount received if they have eighty (80) or more hours of annual leave accumulated and then may not use hours if their annual leave amount falls below eighty (80) hours.

Section 9.4 Exposure to Contagious Diseases

Whenever an employee is compelled by direction of a District designated physician to be absent from duty due to an on-the-job exposure to a contagious disease, the employee shall receive full compensation for a period not to exceed forty (40) working hours for a full-time employee.

If the absence extends beyond the applicable period, accumulated compensatory time and annual leave may be used, at the employee's option, in that order.

Section 9.5 Safety

Recognizing that a safe work environment is of substantial benefit to both the District and employees, the District and Union mutually agree to the following safety program:

- A. No employee shall be required to work under conditions dangerous to the employee's health or safety.
- B. The District and the employees shall make a joint effort to promote a safe place of employment. The District shall make a reasonable effort to provide and maintain a safe place of employment. The Union shall urge all employees to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment and conditions and report any such unsafe practices, equipment or conditions to their immediate supervisors. Employees shall learn and follow the District's Code of Safe Practices.
- C. Any employee who is directed to perform a task which the employee in good faith feels is unsafe may request an immediate investigation from the Cemetery Manager. During the period that the Cemetery Manager is conducting an investigation, the employee will be assigned to other work at no loss of earnings. If the Cemetery Manager concludes the task complained of is safe, the employee shall perform the work as instructed.
- D. The District shall furnish all equipment which is necessary for employees to perform their job in a safe manner.
- E. The District shall provide first aid kits.

ARTICLE 10

UNION RIGHTS

Section 10.1 Payroll Deductions

- A. Upon written notice from the Union, or upon receipt of a completed membership application authorizing payroll deductions for union dues, the District shall authorize the applicable deduction each pay period so that the first deduction may occur by no later than the beginning of the first full pay period commencing after receipt of such notice or authorization by the District.
- B. The dues so deducted shall be transmitted to the Union each pay period via Electronic Funds Transfer (EFT) within seven (7) business days of each pay period. An itemized electronic statement, in a usable format (preferably Excel), shall be sent with the remittance each pay period to dues@seiu721.org. The statement shall detail the amount of each payroll deduction (i.e. union dues, COPE, District and employee contributions to the Union Benefits Trust per Section 12.3, etc.) for each employee.
- C. The Union shall notify the District, in writing, as to the rate or amount of dues to be deducted on behalf of each employee. Once notified, the District shall continue such deductions for each employee identified until such time as the Union provides written notice stating otherwise, or the employee is no longer employed with the District.

Any change in the rate or amount of dues to be deducted will be submitted to the District, in writing, at least fourteen (14) calendar days prior to the effective date of such change.

Section 10.2 Reporting Requirements

The District shall notify the Union of all unit employees who are hired and promoted within the Unit.

In the first full pay period of March, July, and November of each calendar year, the District shall send the following information on file with the District to dues@seiu721.org, in a usable electronic format (preferably Excel), for each unit employee: full name, employee identification number, date of hire, employment status (i.e. active, on a leave of absence, retired, new hire, promoted, etc.), home address, home mailing address (if different), home phone number, personal cell phone number (if any), personal email address (if any), job classification, worksite location, work phone number, current salary step and hourly rate of pay. The effective date of any change in employment status shall also be provided.

Section 10.3 Use of Bulletin Boards

Space shall be made available to the Union on District bulletin boards provided such use does not interfere with the needs of the District and material posted is not derogatory to the District or

other employee organizations. All notices shall be dated and signed by the authorized representative of the Union responsible for its posting.

Section 10.4 Use of District Facilities

With prior approval of the General Manager as to the specific location, time, and date of the meeting, the Union may hold membership meetings on district property.

Section 10.5 Political Education Program

Employees may elect to have voluntary contributions deducted from each paycheck for the SEIU Local 721's Committee on Political Education (COPE) program fund. The Union shall notify the District in writing of the name of the employee and the amount to be deducted on behalf of such employee for COPE. The District shall authorize the deduction of the voluntary contributions in the same manner as the dues deduction process. Such deductions shall continue each pay period until such authorization is revoked in writing by the employee to the Union.

The funds shall be electronically remitted to the Union each pay period with a listing of the employee's name and the amount deducted for each employee.

Section 10.6 Indemnity Clause

The Union will abide by all Federal and State laws relating to this article. The Union shall indemnify, defend, and hold the District harmless against any liability arising from any claims, demands, or other actions relating to the District's compliance with the provisions of this article.

Section 10.7 New Employee Orientations

This section shall apply to "newly hired employees" as defined under Government Code §3555.5 hired by the District, who are appointed to a classification within the bargaining unit for which SEIU is recognized as the exclusively recognized employee organization; and current employees who are new members in SEIU due to accretion, promotion or demotion (collectively referred to herein as "newly hired employee").

The District shall provide SEIU with not less than ten (10) calendar days' advanced notice of the time, date and location of the newly hired employee's orientation meeting ("orientation"), except that shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. The notice shall include the new employee's name, job classification, and date of hire. Such notice shall be sent via electronic mail to membership@seiu721.org and given to the current designated SEIU employee representatives and stewards on file with the District.

SEIU will be provided up to thirty (30) minutes as part of and at the end of the newly hired employee's orientation meeting. No more than one (1) SEIU District employee representative shall be present to conduct the SEIU portion of the orientation. Where a District employee conducts the orientation, the employee shall receive up to one (1) hour of paid release time in

total in regards to the orientation, including the orientation, preparation time and travel time. Additional paid release time may be allowed at the sole discretion of the General Manager. Management and supervisors (excluding SEIU represented Lead Worker) will excuse themselves during the SEIU portion of the orientation. The orientation shall be held on District property during the workday of the new employee, who will be on paid time. The District will include in the new employee orientation packet for the newly hired employee: a SEIU membership application, a copy of the current MOU, and contact information of the designated union representative(s).

Section 10.8 Union Stewards

The Union may elect or appoint up to two (2) union stewards at each cemetery. Stewards are recognized representatives of the Union. The Union agrees to notify the District in writing of the names of each steward and the effective date of their election or appointment.

Section 10.9 Union Release Time

A. Steward Activities

A recognized union steward is permitted paid release time, without any loss of compensation or benefits, to represent the Union in grievances, administrative interviews, disciplinary meetings/hearings, interactive processes, Skelly hearings, personnel board proceedings, arbitration, Public Employee Relations Board (PERB) hearings, court, or depositions consistent with the representational rights granted by the Meyers-Milias-Brown-Act.

Upon request, stewards shall also be permitted a reasonable amount of travel and preparation time pursuant to this provision.

B. Collective Bargaining

The Union may elect or appoint up to four (4) employees to their bargaining team for the purpose of collective bargaining, meet and confers, or meet and consults with the District. The Union agrees to notify the District in writing of the names of each bargaining team member. Release time for this purpose shall include, but is not limited to any required preparation time, travel time, caucus time, and time spent meeting with District representatives.

C. Authorization for Release Time

An employee shall not absent himself/herself from his/her work without first obtaining the express permission of his/her supervisor, manager, or designee. To obtain permission, the employee, or the Union, should identify:

- The reason for requesting release time
- The employee(s) to be represented (if any)

- The general issue involved

The Union agrees District operations and services shall not be negatively impacted by any union activity permitted by this article.

D. Compensation for Union Activities

1. Employees on authorized union release time during their regularly scheduled work hours shall not suffer any loss of compensation or benefits.
2. Employees shall not be entitled to make any claim for compensation or benefits for time spent on union business during the employee's non-regular work hours.

ARTICLE 11

UNIFORMS

Section 11.1 Uniforms

The District will provide uniforms for all regular employees. Uniforms and other apparel items are procured from an authorized vendor and issued to District personnel. Uniforms consist of the following items:

1. Eleven (11) dark blue pants
2. Eleven (11) light blue shirts with an arm patch
3. One (1) blue cap
4. One (1) blue jacket with arm patch

Coveralls will also be made available at each location. All uniforms are the property of the District and will be returned upon termination of employment.

Section 11.2 Safety Boots

- A. In recognition of a work place safety concern and for the convenience of the employees, the District agrees to the following purchase program for safety boots:
1. Employees will receive one (1) pair of work boots per calendar year, the cost of which will be borne by the District.
 2. Safety boots must meet the current standards established by the American Society of Testing and Materials (ASTM) for impact and compression. In accordance with such standards, boots may have any of the following three (3) safety toe caps: steel, aluminum, or non-metallic.

The boots must have an arch support for proper foot protection.

3. Employees must purchase their boots from a District selected vendor. The District will determine the style(s) of boots that may be selected.
- B. Employees will wear their boots as part of their District uniform. It is understood that occasional exceptions may be needed. In order to preserve the program, a supervisor should be notified of the reason.
- E. The cost of the boots will be charged to the District account. District managers will provide an authorization form that will be taken by the employee to the authorized vendor.

Section 11.3 Uniform Policy

- A. Uniforms are to be worn at all times while on duty. This also includes Saturday, Sunday, and holiday assignments.
- B. Wearing of jackets and caps are optional depending upon weather conditions.
- C. Shirrtails are to be tucked inside the pants.
- D. Uniforms are worn only while performing official duties or traveling to and from work.
- E. While on duty, visual items and outer garments must conform to the uniform specifications pursuant to this article. Insignias, emblems, patches (except those authorized by the District), pins or adornments may not be affixed to the uniform with the following exception: employees may opt to wear a union pin, but not to exceed two (2) inches in diameter.
- F. Failure to abide by the policies and procedures set forth in this article will be grounds for disciplinary action.

Section 11.4 Uniform Maintenance

Uniforms will be laundered and maintained by an authorized vendor selected by the District. Employees are to make every effort to keep uniforms free from tears and permanent stains.

ARTICLE 12

INSURANCE

Section 12.1 Medical Health Insurance

The District will pay one hundred percent (100%) of the employee only premium or seventy-five percent (75%) of the total medical health plan premium, whichever is greater, for each employee and his/her eligible dependents.

Section 12.2 Maintenance of Benefits

If, at any time through the period of this MOU, the District believes that the same benefits provided under this article may be provided through more economical means, the District reserves the right to provide employees with equivalent benefits through such means. Any change in health plan administrators/providers shall be subject to the meet and confer requirement.

Section 12.3 Union Benefits Trust Fund

- A. Employees are provided vision, dental, life insurance, and a long-term disability plan through a Union Benefits Trust Fund (Trust) which is administered by SEIU Local 721.
- B. The District shall make contributions to the Trust on behalf of each employee, as follows:
- Through December 31, 2019, the District shall continue to contribute fifty-six cents (\$0.56) for every hour paid for each employee.
 - Effective January 1, 2020, the District shall contribute a flat rate of forty-four dollars and eighty cents (\$44.80) per pay period.

There shall be dedicated payroll codes for payroll deductions made for the Trust. There shall be no less than two (2) separate payroll codes to distinguish contributions made to the Trust by the District and the employee. An electronic report of the contributions made on behalf of each individual employee shall be submitted with the remittance of the funds to the Union.

- C. The Trust will provide, upon written request from the District:
- A copy of the annual audit performed by an independent Certified Public Accountant (CPA). The annual audit will contain all information required by Federal Law.
 - A copy of the Form 5500, if the District is unable to access it on-line.

The Trust may charge the District for the reasonable costs of providing such hard copies.

- D. Upon written request by the General Manager, the Union will provide the District with proof of enrollment, for each employee, in vision, dental, life insurance, and a long-term disability plan through the Trust.

ARTICLE 13

RETIREMENT

Section 13.1 Retirement Plan

Eligible employees of this unit are included in the Orange County Employees Retirement System (OCERS) as determined by their date of entry into eligible District service.

Section 13.2 Contributions for Classic and New Members

A. Members' contributions shall be adjusted subsequent to and in accordance with actuarial recommendations adopted by the Retirement Board and the Orange County Board of Supervisors.

B. Plans for both classic and new members are based on the average monthly pay rate for the thirty-six (36) highest paid consecutive months or three (3) year final compensation.

C. Classic Members

Classic members are members who are not new members, as defined in the Public Employees' Pension Reform Act of 2012 (PEPRA).

1. Effective December 2007, the District has contracted with OCERS to provide all employees with the 2% @ 55 retirement formula (Plan N) on a going forward basis only.

Employees with years of service prior to December 2007 will have those years calculated based on the former 1.67% @ 57 (Plan B) retirement formula which will be blended with the new formula for future years upon retirement.

2. Classic members shall pay one hundred percent (100%) of their employee contribution to OCERS.

3. The District shall continue to pay one hundred percent (100%) of the employer's contribution to OCERS and any other required costs.

D. New Members

1. As defined by PEPRA, a new member is:

a) An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date;

- b) An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity, as provided under PEPRA; or
 - c) An individual who was an active member in a retirement system and who, after a break in service of more than six (6) months, returned to active membership in that system with a new employer.
- 2. Pursuant to PEPRA, new members will be subject to the reform tier benefit formula of 2.5% @ 67 (Plan U).
 - 3. New members will be required to pay fifty percent (50%) of the total normal cost rate for their pension benefit. That rate is determined by OCERS.

Section 13.3 Deferred Compensation Plan

A. Employee Contribution

Upon request, a regular employee may participate in the District's Deferred Compensation Plan.

B. District Contribution

Effective upon the first pay period after the ratification by the District of the MOU, the District shall contribute a matching amount, on a dollar-for-dollar basis not to exceed twelve hundred dollars (\$1200.00) per calendar year, on behalf of each regular employee participating in the District's Deferred Compensation Plan.

Section 13.4 Retiree Medical Benefits

A. Retiree Medical Insurance Plan

- 1. The District provides a Retiree Medical Benefit Reimbursement Plan (Plan) for employees who have retired from District service and meet the eligibility requirements.
- 2. The District pays one hundred percent (100%) of the required contribution to the Plan on behalf of each employee. As of June 30, 2019, this contribution is equal to three point nine percent (3.9%) of base salary.

B. Plan Grant

- 1. Upon paid District retirement, an eligible retiree shall receive a Plan Grant (Grant). The Grant may only be applied towards the cost of retiree and dependent coverage in a District offered health insurance plan and/or Medicare premiums.

2. The Grant shall be calculated based on a monthly amount, as determined by the County of Orange, and multiplied by each full year of service, up to a maximum of twenty-five (25) years.

As of June 30, 2019, this amount is twenty-three dollars and forty-four cents (\$23.44) per month.

In each fiscal year, by not later than the effective date of any such increase, this monthly amount shall be adjusted by the average percentage increase in District health plan premiums, but not to exceed a three percent (3.0%) increase per year.

In no case shall the Grant exceed the actual cost of the health insurance and/or Medicare premiums.

For the purpose of this section, a full year of service shall be based upon those regular hours the employee worked for the District as a regular and/or probationary employee. Two thousand and eighty (2080) regular hours, exclusive of overtime, shall equal one (1) full year of service.

3. For eligible employees retiring after September 26, 2006, the Grant will be adjusted as follows:

- a) The Grant will be reduced by seven and one-half percent (7.5%) per year for each year of age the employee is less than age sixty (60), based upon the employee's age on his/her retirement date.

For the purpose of deferred retirement, the date on which the individual takes active retirement will be deemed the retirement date.

- b) The Grant will be increased by seven and one-half percent (7.5%) per year for each year of age the employee is greater than age sixty (60), based upon the employee's retirement date. For the purpose of the Grant increase, no years of age after age seventy (70) will be considered.

For the purpose of deferred retirement, the date on which the individual takes active retirement will be deemed the retirement date.

- c) The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first day of the month the retiree, or surviving dependent, becomes eligible for both Medicare Part A (without paying a premium) and Medicare Part B.

For retirees and surviving dependents who have attained age sixty-four (64) on or prior to September 26, 2006, the fifty percent (50%) reduction in the Grant will occur the first day of the month the retiree becomes eligible for both Medicare Part A (without paying a premium) and

Medicare Part B; however, the reduction will be no sooner than September 26, 2007.

For eligible employees retiring after September 26, 2006, the fifty percent (50%) reduction will occur the first day of the month the retiree becomes eligible for both Medicare Part A (without paying a premium) and Medicare Part B.

This provision does not apply to a retiree or surviving dependent eligible for the Grant who has attained age sixty-five (65) on or prior to September 26, 2006 and is eligible for both Medicare Part A (without paying a premium) and Medicare Part B.

4. All employees who become eligible for a Grant shall be provided a one (1) time opportunity of thirty (30) calendar days from the date of eligibility to enroll in a District offered health plan.

Should a retiree fail to enroll during the aforementioned thirty (30) calendar day period or should he/she terminate coverage or fail to make necessary payments, the retiree and his/her dependents shall forfeit any right to a Grant and enrollment in a District offered health plan.

C. Lump Sum Benefit

1. An employee who is employed by the District prior to June 23, 2006 and who separates from District service prior to meeting the eligibility requirements for the Grant shall be eligible to receive a lump sum (Lump Sum benefit) cash payment.

Employees hired on or after June 23, 2006 are not eligible to receive a Lump Sum benefit.

2. Each eligible employee shall receive a Lump Sum benefit equal to one percent (1.0%) of his/her final average hourly compensation multiplied by his/her qualified hours of service after August 1, 1993 and prior to June 23, 2006.

This final average hourly compensation shall be calculated on the employee's base salary earned for the six thousand, two hundred and forty (6240) regular hours paid immediately preceding June 23, 2006.

3. Receipt of the Grant shall permanently revoke any claim to a Lump Sum benefit, even if the retiree subsequently terminates participation in a District offered health plan and/or Grant.

Receipt of the Lump Sum benefit shall permanently revoke any claim to the Grant.

D. Eligibility Requirements for Grant

1. Retiree must be actively retired from the District and receiving a monthly retirement allowance from OCERS.
2. Retiree must have retired with at least ten (10) years of District service, excluding the following exceptions:
 - a) A retiree who receives a service connected disability retirement from the District shall be eligible for a Grant equal to either ten (10) years of service or actual years of District service, whichever is greater.
 - b) A retiree with a minimum of five (5) years of District service who receives a non-service connected disability retirement shall be eligible for a Grant based on actual years of District service.
 - c) A separated employee who has less than ten (10) years of service or is under normal retirement age and requested a service or non-service connected disability retirement shall not be eligible to receive the Grant until a determination of disability status is made by the Board of Retirement.
 - d) A separated employee who received a Lump Sum benefit pursuant to this section shall be ineligible for the Grant if, at a later date, the Board of Retirement grants a disability retirement.
3. All eligible retirees and enrolled dependents that are age sixty-five (65) or older must be enrolled in Medicare Part B in order to be eligible for the Grant.

All eligible retirees and dependents that are entitled to Medicare Part A coverage without a premium must be enrolled in Medicare Part A to be eligible to receive the Grant.

E. Deferred Retirement

An employee who, upon separation from District service, is eligible for a paid retirement and elects to defer his/her retirement must also defer participation in the Grant until such time as he/she becomes an active retiree.

F. Survivor Benefits

1. A surviving spouse who qualifies for a monthly retirement allowance shall be eligible to receive fifty percent (50%) of the Grant authorized for the retiree.
2. A surviving eligible retiree who qualifies for a monthly retirement allowance, and who was married to a retiree who was also eligible for the Grant, shall receive the

survivor benefit described above or his/her own Grant, whichever is greater. Such retiree shall not be eligible for both Grants.

ARTICLE 14

SEPARABILITY AND SAVINGS CLAUSE

In the event that any provisions of this MOU are declared invalid by any court of competent jurisdiction, rule or regulation issued by a governmental authority other than the District, or law, such decision shall not invalidate the entire MOU.

It is the express understanding of the parties hereto that all other provisions of this MOU which are not declared invalid shall remain in full force and effect.

Upon written notification by one (1) of the parties to the other, any portion of this MOU that is invalidated in accordance with this article shall be reopened for negotiations within thirty (30) calendar days of such request. The parties shall meet and confer in good faith to determine an alternate, and economically equivalent (if applicable), MOU provision.

ARTICLE 15

EMPLOYEE RIGHTS

Section 15.1 Employee Rights

The District shall not hinder or discipline an employee for exercising any rights or benefits provided in this MOU.

Section 15.2 Non-Discrimination

The District and the Union agree that the provisions of this MOU shall be applied to employees without discrimination by reasons of race, color, ancestry, national origin, religious creed, political affiliations, age (over 40), sex, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), marital status, sexual orientation, place of residence, denial of family care leave, membership or non-membership in the Union, or for engaging in or refusing to engage in lawful union activities.

The parties also agree that no employee shall be subjected to unlawful sexual harassment or harassment in the course of their employment or related union activities.

ARTICLE 16

SALARIES

The District shall add merit step(s) to the highest merit step in each salary range, and remove an equal number of the previous lowest merit step(s), in the first (1st) pay period of each fiscal year, as follows:

1. Effective July 5, 2019 (PP#15-2019) - Add two (2) merit steps.
2. Effective July 3, 2020 (PP#15-2020) - Add one (1) merit step.
3. Effective July 2, 2021 (PP#15-2021) - Add one (1) merit step.

Each added merit step shall be equal to no less than a two and one-half percent (2.5%) increase above the previous merit step. The highest merit step for each salary range, after the addition of each new merit step(s), shall remain Step 12.

Employees eligible for a merit step increase in the first (1st) pay period of the fiscal year shall receive such salary increase based on the new salary range, with the added merit step(s) above, which went into effect in July of that same calendar year.

ARTICLE 17

MANAGEMENT RIGHTS

The District retains any rights, powers or authority it had prior to the signing of this MOU, except as those rights are or may during the term of this MOU be directly or indirectly affected by this MOU or applicable law. Such rights shall include, by way of example, but not limitation, the right to manage the District and direct the work force, including the right to hire, select, discipline, transfer and assign work. Nothing in this provision shall be construed to restrict grievances concerning this MOU or to limit or waive the rights of the parties pursuant to law or this MOU.

EXECUTION OF THE AGREEMENT





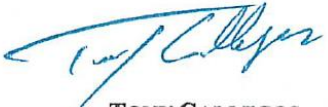


On August 29, 2019, this MOU was ratified by simple majority vote of employees who are in classifications represented by SEIU Local 721 and members in good standing with the Union.

On September 3, 2019, this MOU was approved by a vote of the Board of Trustees for the Orange County Cemetery District on Agenda Item# _____ (Resolution No. _____).

Following its execution by the parties hereto, the District shall implement its terms and conditions by appropriate lawful action.

In witness thereof, the parties hereto have caused this MOU to be executed this _____ day of September 2019.

PARTIES TO THE MEMORANDUM OF UNDERSTANDING

| <i>SEIU Local 721</i> | <i>Orange County Cemetery District</i> |
|---|--|
|  |  |
| <p>WENDY THOMAS, CHIEF NEGOTIATOR SEIU LOCAL 721</p> | <p>TIM DEUTSCH GENERAL MANAGER</p> |
|  |  |
| <p>FRANCISCO CORTEZ GROUNDSKEEPER – SANTA ANA</p> | <p>T. OLIVER YEE, CHIEF NEGOTIATOR LIEBERT CASSIDY WHITMORE LAW FIRM</p> |
|  | |
| <p>TONY GALLEGOS LEAD WORKER – EL TORO</p> | |
|  | |
| <p>LUIS MEJIA GROUNDSKEEPER – EL TORO</p> | |
|  | |
| <p>ANDREW TREJO LEAD WORKER - ANAHEIM</p> | |