

SEIU Local 721
LA County
Sanitation Districts

BU 499 White Collar Unit
Memorandum of Understanding

March 23, 2011
through
June 30, 2019



MEMORANDUM OF UNDERSTANDING

WHITE COLLAR UNIT
MARCH 23, 2011 - JUNE 30, 2019

COUNTY SANITATION DISTRICTS
OF LOS ANGELES COUNTY
AND
LOCAL 721, SEIU, CTW, CLC

FOR JOINT SUBMISSION
TO DISTRICT'S COLLECTIVE COMMITTEE

This Memorandum of Understanding made and entered into
this 23rd day of March, 2011

By and between: Authorized Management Representatives of the
County Sanitation Districts of Los Angeles County

and

Service Employees International Union,
Local 721 CTW, CLC

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Pursuant to the provisions of the Employee Relations Resolution of the County Sanitation Districts of Los Angeles County (hereinafter "District") and applicable State Law, the Service Employees International Union, Local 721, CTW, CLC (hereinafter "SEIU Local 721") was recognized on March 19, 1999, by the Chief Engineer and General Manager as the exclusive representative of the District's employees in the White Collar Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by the Chief Engineer and General Manager. The term "employee" as used herein shall refer only to employees employed by the District in the employee classifications comprising the Unit as listed in Article 3, Salaries, as well as such classes as may be added or deleted by the Chief Engineer and General Manager with the approval of SEIU Local 721, except persons whose positions are designated as managerial and confidential by the District pursuant to State Law.

Nothing in this article shall preclude an employee from exercising his individual rights under State Law.

ARTICLE 2

TERM, IMPLEMENTATION, RENEGOTIATION

Section 1. Term

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth herein are fully met, but in no event shall such Memorandum of Understanding become effective prior to 12:01 a.m., on March 23, 2011. This Memorandum shall expire and otherwise be fully terminated at 12:00, midnight, on June 30, 2019.

Section 2. Implementation

This Memorandum of Understanding constitutes a mutual understanding between the District's Management and SEIU Local 721 to be submitted to the District's Collective Committee and the District No. 2 Board of Directors by the Chief Engineer and General Manager on or before March 23, 2011. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until the Collective Committee approves said Memorandum of Understanding and the District No. 2 Board of Directors enacts necessary amendments to all District resolutions and orders, including the District's Salary Resolution, required to implement the full provisions hereof.

The parties agree that the recommended changes in salaries and employee benefits included in this Memorandum of Understanding which require approval by the District's Board of Directors constitute a mutual understanding to be submitted to the District's Board of Directors by the Chief Engineer and General Manager for approval and

ARTICLE 2

TERM, IMPLEMENTATION, RENEGOTIATION

implementation by enactment of necessary amendments to the District's resolutions before these recommended changes can become effective and applicable to employees in the Unit.

In the event of any dispute in the interpretation between the provisions of this Memorandum of Understanding regarding matters referred to above in this Section 2 of this Article 2 with District's resolutions as amended to implement the provisions of this Memorandum of Understanding, the applicable provisions of the District's resolution shall prevail.

Section 3.

a. Renegotiation

In the event either party desires to meet and confer regarding a successor Memorandum of Understanding, such party shall serve upon the other, during the period from January 1, 2019 to February 15, 2019, a written request to commence to meet and confer as well as written proposals on articles which are subject to being reopened and for which it proposes any changes. The meet and confer sessions shall begin thereafter within thirty (30) days from date of receipt of the above mentioned notice except by mutual agreement.

By mutual agreement, any article in this Memorandum of Understanding which is not reopened by either party will be included in the succeeding Memorandum of Understanding without change.

ARTICLE 2

TERM, IMPLEMENTATION, RENEGOTIATION

If a full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by May 31, 2019, an impasse may be declared by either party on those issues which remain in dispute unless the parties mutually agree to continue to meet and confer.

b. Reopening of the Memorandum of Understanding Regarding Salary

Inequities

The parties agree to meet and confer in May 2011, May 2013, May 2015, and May 2017, on the subject of possible salary inequities for classes in the Unit. Prior to May 1, 2011, May 1, 2013, May 1, 2015 and May 1, 2017, either party may submit written proposals which identify classes for which it proposes a salary adjustment. The District will provide a written decision regarding the inequity requests.

c. Reopening of the Memorandum of Understanding for Work Schedule

Alteration

The parties agree to meet and confer during this agreement should it be necessary to reduce work hours or work schedules.

The parties agree that the recommended salaries included in this Article constitute a mutual understanding to be submitted to the District's Collective Committee and the District No. 2 Board of Directors by the Chief Engineer and General Manager for approval and implementation by enactment of necessary amendments to the District's resolution pursuant to Article 2, Term, Implementation, Renegotiation, to be applicable to employees in the Unit.

Section 1.**a. Salaries Effective July 1, 2010**

<u>TITLE</u>	<u>SALARY SCHEDULE</u>	<u>SALARY RANGE</u>
Accounting Assistant	36L	\$3,863 - 4,796
Senior Account Clerk	36D	\$3,798 - 4,714
Account Clerk II	32F	\$3,428 - 4,250
Account Clerk I	29K	\$3,195 - 3,958
Secretary II	37D	\$3,901 - 4,844
Secretary I	33D	\$3,504 - 4,345
Senior Typist Clerk	33K	\$3,556 - 4,410
Intermediate Typist Clerk	31K	\$3,371 - 4,178
Typist Clerk II	29K	\$3,195 - 3,958
Typist Clerk I	27K	\$3,028 - 3,752
Clerical Assistant	23K	\$2,722 - 3,371
Senior Reproduction Clerk	32K	\$3,461 - 4,292
Reproduction Clerk	29C	\$3,140 - 3,891
Telephone Operator and Receptionist	31K	\$3,371 - 4,178
Buyer	47A	\$5,076 - 6,306
Purchasing Assistant	36L	\$3,863 - 4,796
Contract Claims Coordinator	45C	\$4,832 - 6,003
Industrial Waste Surcharge Assistant II	42B	\$4,443 - 5,520
Industrial Waste Surcharge Assistant I	38B	\$3,987 - 4,952
Customer Service Specialist	44H	\$4,761 - 5,915
Customer Service Coordinator	40B	\$4,208 - 5,229

<u>TITLE</u>	<u>SALARY SCHEDULE</u>	<u>SALARY RANGE</u>
Customer Service Representative III	38B	\$3,987 – 4,952
Customer Service Representative II	36B	\$3,779 – 4,691
Customer Service Representative I	34B	\$3,582 – 4,443
Computer Operator II	38E	\$4,017 – 4,989
Computer Operator I	34E	\$3,608 – 4,476
Information Technology Assistant	38E	\$4,017 – 4,989
Senior Information Technology Clerk	34C	\$3,590 – 4,454
Information Technology Clerk III	32C	\$3,404 – 4,219
Information Technology Clerk II	30C	\$3,226 – 3,997
Information Technology Clerk I	28C	\$3,058 – 3,789
Administrative Aide II	42D	\$4,465 – 5,547
Administrative Aide I	40D	\$4,229 – 5,255

b. Salaries Effective July 1, 2011

Effective July 1, 2011, the salary schedules for all classes listed above will be revised according to the following procedure:

A percent increase to salaries will be based upon the increase in the Consumer Price Index (C.P.I.) for All Urban Consumers for the Los Angeles – Riverside – Orange County area, using the 1982–84 = 100 base, for the period March 2010 to March 2011, according to the following chart:

<u>Increase in C.P.I.</u>	<u>Percent Salary Increase</u>
0 – 3.0%	3.00%
3.0 – 9.0%	3.00% plus 66 $\frac{2}{3}$ % of the increase from 3.0% to 9.0% in the C.P.I.
9.0 – 12.0%	7.00% plus 50% of the increase from 9.0% to 12.0% in the C.P.I.
12.0 and above	8.50%

A decrease in the C.P.I. will result in no salary increase.

The percent salary increase will be converted to the following number of one-quarter percent letter schedules:

<u>Percent Salary Increase</u>	<u>Letter Schedules</u>
0.00 – 3.12%	12
3.13 – 3.37%	13
3.38 – 3.62%	14
3.63 – 3.87%	15
3.88 – 4.12%	16
4.13 – 4.37%	17
4.38 – 4.62%	18
4.63 – 4.87%	19
4.88 – 5.12%	20
5.13 – 5.37%	21
5.38 – 5.62%	22
5.63 – 5.87%	23
5.88 – 6.12%	24
6.13 – 6.37%	25
6.38 – 6.62%	26
6.63 – 6.87%	27
6.88 – 7.12%	28
7.13 – 7.37%	29
7.38 – 7.62%	30
7.63 – 7.87%	31
7.88 – 8.12%	32
8.13 – 8.37%	33
8.38 – 8.62%	34
8.63 – 8.87%	35

Salaries for all classes in the Unit will be increased by the number of letter schedules which corresponds to the Percent Salary Increase.

c. Salaries Effective July 1, 2012

Effective July 1, 2012, the salary schedules for all classes listed above will be revised according to the following procedures. A percent increase to salaries will be based upon the increase in the Consumer Price Index (C.P.I.) for All Urban Consumers for the Los Angeles - Riverside – Orange County area using the 1982-84 = 100 base for the period March 2011 to March 2012, according to the following chart:

<u>Increase in C.P.I.</u>	<u>Percent Salary Increase</u>
0 - 3.0%	Equal to C.P.I.
3.0 - 9.0%	3.00% plus 66 $\frac{2}{3}$ % of the increase from 3.0% to 9.0% in the C.P.I.
9.0 - 12.0%	7.00% plus 50% of the increase from 9.0% to 12.0% in the C.P.I.
12.0 and above	8.50%

A decrease in the C.P.I. will result in no salary increase.

The percent salary increase will be converted to the following number of one-quarter percent letter schedules:

<u>Percent Salary Increase</u>	<u>Letter Schedules</u>
> 0 - 0.37%	1
0.38 - 0.62%	2
0.63 - 0.87%	3
0.88 - 1.12%	4
1.13 - 1.37%	5
1.38 - 1.62%	6
1.63 - 1.87%	7
1.88 - 2.12%	8
2.13 - 2.37%	9
2.38 - 2.62%	10

<u>Percent Salary Increase</u>	<u>Letter Schedules</u>
2.63 - 2.87%	11
2.88 - 3.12%	12
3.13 - 3.37%	13
3.38 - 3.62%	14
3.63 - 3.87%	15
3.88 - 4.12%	16
4.13 - 4.37%	17
4.38 - 4.62%	18
4.63 - 4.87%	19
4.88 - 5.12%	20
5.13 - 5.37%	21
5.38 - 5.62%	22
5.63 - 5.87%	23
5.88 - 6.12%	24
6.13 - 6.37%	25
6.38 - 6.62%	26
6.63 - 6.87%	27
6.88 - 7.12%	28
7.13 - 7.37%	29
7.38 - 7.62%	30
7.63 - 7.87%	31
7.88 - 8.12%	32
8.13 - 8.37%	33
8.38 - 8.62%	34

Salaries for all classes in this Unit will be increased by the number of letter schedules which correspond to the Percent Salary Increase.

d. Salaries Effective July 1, 2011

Refer to the above Section 1.b. for formula and procedures to determine salaries effective July 1, 2011 except that the period used to calculate the increase will be

March 2010 to March 2011. July 1, 2011 salary adjustment will be added to salaries effective June 30, 2011.

e. Salaries Effective July 1, 2012

Refer to the above Section 1.c. for formula and procedures to determine salaries effective July 1, 2012 except that the period used to calculate the increase will be March 2011 to March 2012. July 1, 2012 salary adjustment will be added to salaries effective June 30, 2012.

f. Salaries Effective July 1, 2013

Refer to the above Section 1.c. for formula and procedures to determine salaries effective July 1, 2013 except that the period used to calculate the increase will be March 2012 to March 2013. July 1, 2013 salary adjustment will be added to salaries effective June 30, 2013.

g. Salaries Effective July 1, 2014

Refer to the above Section 1.c. for formula and procedures to determine salaries effective July 1, 2014 except that the period used to calculate the increase will be March 2013 to March 2014. July 1, 2014 salary adjustment will be added to salaries effective June 30, 2014.

h. Salaries Effective July 1, 2015

Refer to the above Section 1.c. for formula and procedures to determine salaries effective July 1, 2015 except that the period used to calculate the increase will be

March 2014 to March 2015. July 1, 2015 salary adjustment will be added to salaries effective June 30, 2015.

i. Salaries Effective July 1, 2016

Refer to the above Section 1.c. for formula and procedures to determine salaries effective July 1, 2016 except that the period used to calculate the increase will be March 2015 to March 2016. July 1, 2016 salary adjustment will be added to salaries effective June 30, 2016.

j. Salaries Effective July 1, 2017

Refer to the above Section 1.c. for formula and procedures to determine salaries effective July 1, 2017 except that the period used to calculate the increase will be March 2016 to March 2017. July 1, 2017 salary adjustment will be added to salaries effective June 30, 2017.

k. Salaries Effective July 1, 2018

Refer to the above Section 1.c. for formula and procedures to determine salaries effective July 1, 2018 except that the period used to calculate the increase will be March 2017 to March 2018. July 1, 2018 salary adjustment will be added to salaries effective June 30, 2018.

Section 2.

a. An employee whose step advancement was withheld because of less than satisfactory performance may receive a step advancement prior to his next anniversary

date if it is determined that his performance is satisfactory in all respects and that continued withholding of his step advancement would not be warranted under the circumstances.

b. Except as provided in Section 3 of this Article, when an employee is promoted his salary will be changed to a salary step within the salary range of the classification to which he is promoting, which provides a salary increase of at least two (2) salary schedules above his current salary. Such change shall not exceed the fifth step of the classification to which the employee is promoted.

c. If an employee, because of a voluntary demotion, receives a reduction in salary which is not justified under the circumstances, such employee may be placed on a special step or receive a "Y" rate to provide the salary which would be appropriate under the circumstances as long as such justification exists, subject to approval by the Chief Engineer and General Manager.

Section 3.

An employee whose salary rate is different than any of the five steps of the salary schedule for the position which he holds, will be paid a "Y" rate. A "Y" rate is a special salary rate which entitles an employee to receive compensation at a rate which is different than any of the five steps of the salary schedule for the position which he holds. An employee on a "Y" rate will retain his anniversary date. An employee whose "Y" rate is greater than the fifth step of the salary range for his new class will retain his "Y" rate

until his earned salary step equals or exceeds his “Y” rate due to step increases, salary increases and/or promotions. He will then receive the salary of his earned step and his “Y” rate will be cancelled. An employee whose “Y” rate is less than the fifth step of the salary range for his new class will have his earned step changed to his next earned step on his next anniversary date. If his next earned step results in a salary increase of more than two and three-fourths percent ($2\frac{3}{4}$ %), he will receive such salary and his “Y” rate will be cancelled. If it would result in a salary increase of less than two and three-fourths percent ($2\frac{3}{4}$ %), not to exceed the fifth step of the salary range for his class. On succeeding anniversary dates his “Y” rate will be increased by five and one-half percent ($5\frac{1}{2}$ %), not to exceed the fifth step of the salary range for his class. When his salary reaches the fifth step salary rate, his “Y” rate will be cancelled. An employee on a “Y” rate who is promoted from his earned step and will retain his “Y” rate if it is greater than the step of the class to which he is promoted.

Section 4.

Employees base wages for computing overtime, special pay and employee benefits, including CalPERS contributions, will be based upon the salaries as determined by the procedures set forth in this Article plus seven percent (7%).

This Article is intended to define the normal hours of work for full-time employees and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week. "Full-time employees" means employees in this Unit who are employed by the District in permanent positions on a continuous basis, whose regular workweek is not less than forty (40) hours and who are paid a monthly salary, including such employees during their probationary period as well as permanent employees. The probationary period is the first one hundred eight (180) consecutive calendar days of continuous employment in a monthly classification. For the purpose of this Article, "continuous employment" means full-time active service and fully paid sick leave.

The District may extend probationary periods beyond the initial one hundred eighty (180) days of employment when employees have been absent from work for reasons of illness, industrial injury, etc.

Section 1.

The normal workweek is forty (40) hours work in five (5) workdays and two (2) days of rest in a seven (7) day workweek period (Sunday 12:01 a.m. through the following Saturday 12:00 midnight). The hours of work in a normal workday will be eight (8) consecutive hours exclusive of a lunch period of thirty (30) minutes. An alternate workweek is a workweek other than a normal workweek. An alternate workweek is based on a fourteen (14) day period (two (2) consecutive seven (7) day

workweek periods). An alternate workweek consists of eighty (80) hours work in nine (9) workdays and five (5) days of rest in the fourteen (14) day period. The District retains the right to initiate alternate workweeks where it is expected to improve efficiency or reduce costs and to discontinue alternate workweeks. The District will inform employees of a change to establish or discontinue an alternate workweek at least ten (10) working days prior to the date the change is effective.

Notwithstanding the provisions of Article 5, Overtime, overtime pay for employees who work an alternate workweek will be for overtime worked in excess of eighty (80) hours in an alternate fourteen (14) day workweek period (two (2) consecutive seven (7) day workweek periods).

Section 2.

Employees will be scheduled to work on regular work shifts having regular starting and quitting times. These work schedules will be made known to the employee and shall not be changed without notice to the employee at least one (1) workweek prior to the date the change is effective.

Section 3.

When an employee is directed not to report to work on a regularly scheduled workday and is required to work on a day which would otherwise be his scheduled day of rest, the employee shall be given at least three (3) working days prior notice except in situations covered by Section 4.

Section 4.

Nothing herein shall be construed as limiting the authority of Management to make temporary assignments to different or additional locations, workdays, workweeks, work schedules, or work duties for the purpose of meeting emergency situations over which the District has no control. Emergency situations include conditions which will adversely affect the safety of employees and the health and safety of the public. However, such emergency assignments shall not extend beyond the period of such emergency.

Section 5.

The District agrees to meet with two (2) employees selected by SEIU Local 721 on no more than three (3) occasions to discuss telecommuting.

Section 1. Overtime

Employees who are required by the District to work overtime will be paid at the rate of one and one-half times their regular hourly rate for such ordered overtime during the term of this Memorandum of Understanding. "Overtime" means work in excess of forty (40) hours during a "normal workweek" as defined in Article 4, Work Schedules.

Employees who are required by the District to work overtime may not accumulate more than ninety-six (96) hours of unused compensatory overtime off. When any employee, who has credit for ninety-six (96) hours of unused compensatory time off, is required to work overtime, or when any employee is required to work overtime in any one (1) month in excess of twenty-four (24) hours over his normal workweek, as provided for in Article 4, Work Schedules, he shall be paid for such overtime work at the premium rate set forth in this Article.

Employees who are required to work on a holiday except Christmas and Thanksgiving Day, will receive in addition to their regular pay for the holiday, straight time compensation, or, with the approval of the District, may accumulate compensatory time off.

All full pay leave time of employees with the exception of personal leave, non-scheduled vacation, and non-scheduled accumulated compensatory overtime time off will be included when calculating the number of hours worked in the workweek which are required for eligibility for premium overtime.

Section 2. Compensatory Time Off

a. Overtime worked may be accumulated as compensatory time off at the equivalent to time and one-half the hourly rate.

b. Accumulated compensatory time off may be taken off by an employee with prior approval of Management.

c. With prior approval of Management, accumulated compensatory time not used during the calendar year in which it is earned may be carried over to the next calendar year during which it must be taken off or it shall be lost.

d. An employee will not be directed by Management to take compensatory time off without at least five (5) business days prior notice or be denied a timely request to carry over or take such time off before the expiration of the period in which it may be so taken.

e. In approving and directing compensatory time off, Management will accommodate employee convenience to the degree possible in light of operational requirements.

Section 3. Distribution of Overtime

Management will assign overtime work as equitably as possible among all qualified employees in the same classification and work location. In the assignment of overtime under this provision, however, Management retains the right to consider special skills required to perform particular work.

It is agreed and understood that nothing herein is intended to limit or restrict the authority of Management to require any employee to perform overtime work, and it is further agreed that overtime will be ordered and worked only when required to meet the District's public service obligations.

When an employee is ordered to work overtime, including his regular day off, he may request to be relieved of such obligation. If another qualified employee, as determined by Management, is available to work the overtime, the employee originally ordered to work the overtime may be relieved of the obligation and Management's obligation to assign overtime equitably will be modified accordingly.

Section 1. Call-Back Pay

Whenever an employee is unexpectedly ordered by Management, or its authorized agent, to return to duty following the termination of his normal workday or normal workweek and departure from his work location and does return to work, he will receive a minimum payment equivalent to three (3) hours of premium overtime pay for each call-back. Provided, however, employees with an assigned District vehicle will be paid only for the time actually worked when called back. Time for call-back pay will include time for the round-trip commuting as determined by Management from the employee's residence to the designated work location. An employee commuting to and from his designated work location in a call-back situation is not eligible for mileage reimbursement.

Whenever an employee is ordered by an authorized District representative to return to duty, but such return occurs less than two (2) hours before the scheduled starting time of the employee's next regular shift, it will be deemed an early shift start, and he will be compensated at his overtime rate for any overtime worked.

Section 2. Night Shift Differential

Employees who work a shift four-eighths of which falls between 4:00 p.m. and 12:00 midnight are eligible for a bonus equivalent to five and one-half percent (5½ %) of their normal hourly wage for each hour worked between 4:00 p.m. and 12:00 midnight. Employees who work a shift four-eighths of which falls between 12:01 a.m. and

8:00 a.m. are eligible for a bonus equivalent to seven and one-half percent (7½ %) of their normal hourly wage for each hour worked between 12:01 a.m. and 8:00 a.m.

Section 3. Standby Pay

Employees who are assigned regularly scheduled periods of authorized standby service during off duty times are paid one dollar and fifty cents (\$1.50) per hour bonus. Employees assigned to standby duty will not receive standby pay when they are called back to work and are receiving call back pay.

Section 4. Travel to Work Locations

Except for employees with an assigned District's vehicle, the District will inform each employee of his headquarters (principal work location) which may be changed with ten (10) working days notice to the employee.

Employees who are required to travel in their own vehicle to other work locations may claim mileage reimbursement for the difference in mileage from their residence to their temporary work location less the mileage from their residence to their headquarters (principal work location).

Section 5. Automobile Mileage

When authorized by Management, employees who use their personal automobiles for District's business during the course of their work will be reimbursed for each mile driven an amount equal to the Standard Mileage Rate set by the Internal Revenue Service.

Section 6. Assignments Away from Los Angeles Basin Area

When employees are temporarily assigned by the District in an area away from the Los Angeles basin area in excess of one day where it would be unreasonable or impractical to commute daily to the temporary work location, employees will be reimbursed for their actual expenses in accordance with District policy.

a. Travel Expenses.

Actual cost of transportation by public carrier where public transportation is available and convenient. Where transportation by public carrier is not available or is not convenient and the employee travels in his personal automobile, he will be reimbursed at the current mileage reimbursement rate. If the distance is greater than one hundred (100) miles, the mileage reimbursement for all miles over one hundred (100) miles will be at the lowest of the current reimbursement rates.

b. Lodging.

Reimbursement will be limited to the charges for the least expensive single unit of average acceptable quality available in the area as determined by the District.

Section 7. Meal Allowance

An employee working four (4) hours in addition to his work shift will be provided with a meal allowance of eight dollars (\$8.00), and a lunch period of thirty (30) minutes of District time.

Section 8, Longevity/Service Incentive

Monthly employees with ten (10) years or more of continuous District service are eligible to receive Longevity/Service Incentive Pay as follows:

a 10 Years of District Service

Monthly employees having attained ten (10) years of continuous District service will receive an amount equal to one (1) percent of the employee's monthly base salary on the first of the following month. The minimum Longevity/Service Incentive Pay an eligible employee shall receive on an annual basis is \$500.

b 15 Years of District Service

Monthly employees having attained fifteen (15) years of continuous District service will receive an additional amount equal to two (2) percent of the employee's monthly base salary on the first of the following month.

c 20 Years of District Service and 56 Years of Age

Monthly employees having attained twenty (20) years of continuous District service and 56 years of age will receive an additional amount equal to three (3) percent of the employee's monthly base salary on the first of the following month.

d 25 Years of District Service and 61 Years of Age

Monthly employees having attained twenty-five (25) years of continuous District service and 61 years of age will receive an additional amount equal to four (4) percent of the employee's monthly base salary on the first of the following month.

Section 1. Personal Leave

During a calendar year, twenty-four (24) hours of current full pay sick leave may be used for any personal reason that does not interfere with the District's operations. The employee shall request approval for such absence from his supervisor at least three (3) business days before the requested absence except in the event of an unforeseen emergency.

Section 2. Holidays

- a. The following are eight (8) hour holidays for full-time employees:

<u>HOLIDAY</u>	<u>DATE</u>
New Year's Day	January 2, 2012
	January 1, 2013
	January 1, 2014
	January 1, 2015
	January 1, 2016
	January 2, 2017
	January 1, 2018
	January 1, 2019
	Dr. Martin Luther King Jr. 's Birthday
January 21, 2013	
January 20, 2014	
January 19, 2015	
January 18, 2016	
January 16, 2017	
January 15, 2018	
January 21, 2019	

ARTICLE 7

EMPLOYEE BENEFITS

<u>HOLIDAY</u>	<u>DATE</u>
Washington's Birthday	February 21, 2011
	February 20, 2012
	February 18, 2013
	February 17, 2014
	February 16, 2015
	February 15, 2016
	February 20, 2017
	February 19, 2018
	February 18, 2019
Cesar Chavez' Birthday	March 31, 2011
	March 30, 2012
	April 1, 2013
	March 31, 2014
	March 23, 2015
	March 28, 2016
	March 27, 2017
	March 26, 2018
	March 25, 2019
Memorial Day	May 30, 2011
	May 28, 2012
	May 27, 2013
	May 26, 2014
	May 25, 2015
	May 30, 2016
	May 29, 2017
	May 28, 2018
	May 27, 2019
Independence Day	July 4, 2011
	July 4, 2012
	July 4, 2013
	July 4, 2014
	July 3, 2015
	July 4, 2016
	July 4, 2017
	July 4, 2018

<u>HOLIDAY</u>	<u>DATE</u>
Labor Day	September 5, 2011
	September 3, 2012
	September 2, 2013
	September 1, 2014
	September 7, 2015
	September 5, 2016
	September 4, 2017
	September 3, 2018
Columbus Day	October 10, 2011
	October 8, 2012
	October 14, 2013
	October 13, 2014
	October 12, 2015
	October 10, 2016
	October 9, 2017
	October 8, 2018
Veterans Day	November 11, 2011
	November 12, 2012
	November 11, 2013
	November 11, 2014
	November 11, 2015
	November 11, 2016
	November 10, 2017
	November 12, 2018
Thanksgiving Day	November 24, 2011
	November 22, 2012
	November 28, 2013
	November 27, 2014
	November 26, 2015
	November 24, 2016
	November 23, 2017
	November 22, 2018

<u>HOLIDAY</u>	<u>DATE</u>
Day after Thanksgiving	November 25, 2011
	November 23, 2012
	November 29, 2013
	November 28, 2014
	November 27, 2015
	November 25, 2016
	November 24, 2017
	November 23, 2018
Christmas Day	December 26, 2011
	December 25, 2012
	December 25, 2013
	December 25, 2014
	December 25, 2015
	December 26, 2016
	December 25, 2017
	December 25, 2018

b. Employees who are required by the District to work on the day after Thanksgiving will receive one floating holiday in lieu which must be taken off prior to March of the following year on a day which will not interfere with the District's operations or will be paid for the holiday as provided in this Section at the employee's option. Employees shall receive one floating holiday in lieu of Lincoln's Birthday which must be taken off on a day which will not interfere with the District's operations between February 12th and the end of the calendar year.

c. Employees who are required to work on any holidays except Christmas or Thanksgiving Day will be paid straight time in addition to regular pay for the holiday

worked. Employees who are required to work on Christmas or Thanksgiving Day will be compensated for such work at time and one-half of their base rate in addition to receiving their regular monthly salary.

d. Only those employees who are regularly scheduled to work the day before Christmas will be (1) given four (4) hours off with regular pay or (2) will be compensated for four (4) hours at straight time in addition to regular pay.

Section 3. Medical Insurance

a. Full-time employees and their dependents are eligible for medical and hospitalization benefits through any of the plans offered by the District. During the term of this agreement, the District will make monthly contributions for each eligible employee. The amount of the monthly contribution will be the amount of the monthly premium for the plan selected by each employee not to exceed the amount equivalent to the higher of the Kaiser Family Plan premium for either the Los Angeles Area Region or the Other Southern California Counties. Employees selecting a plan with a premium greater than the established District contribution will pay the difference in the plan's premium and the District contribution through payroll deductions.

b. Employee Cost Sharing of Medical Plan Premium

Commencing July 1, 2007, the Districts will continue to pay that contribution if the Kaiser Family Plan premiums in both the Los Angeles Area Region and the Other Southern California Counties increase in any year by \$75 per month or less.

Employee cost sharing of medical plan premium increases will occur as follows: The higher increase in the Kaiser Family Plan premiums in either the Los Angeles Area Region or the Other Southern California Counties that is greater than \$75 per month will be used to calculate cost sharing by the Districts and affected employees. The increase above \$75 per month will be shared equally by the employees and the Districts, except that:

The employees' cost sharing contribution shall not increase in any given year by more than \$20 per month. Once cost sharing is triggered in any year the amount of the monthly cost sharing continues through the term of the agreement. Commencing January 1, 2013, the maximum cumulative employees' cost sharing contribution shall not exceed \$100 per month for the term of the agreement. The increase in any one year above \$115 per month will be paid for by the Districts. The amount of the employee cost sharing will be deducted from the higher Kaiser Family Plan premium to determine the Districts maximum monthly contribution to the medical plan premiums.

c. Post-retirement Health Benefits

For employees hired on or after July 1, 2011, the Districts will make a contribution toward each eligible retiree's CalPERS medical premium in accordance with the Vesting Schedule and provisions in Section 22893 of the California Public Employees' Retirement Law. The percentage of Districts' contribution shall be based on the employee's credited years of service at retirement as shown on the following table:

<u>Credited Years Of Service</u>	<u>Percentage of Contribution</u>
10 -----	50
11 -----	55
12 -----	60
13 -----	65
14 -----	70
15 -----	75
16 -----	80
17 -----	85
18 -----	90
19 -----	95
20 or more-----	100

Section 4. Dental Insurance

The District will continue to pay the monthly premium for eligible employees and their dependent’s dental insurance program. The District will provide both prepaid and indemnity dental plans. New employees shall enroll in the prepaid plan and remain in the prepaid plan for the first three (3) years of their employment.

Section 5. Optical Insurance

The District will make a group optical insurance plan available to employees in this Unit.

Section 6. Life Insurance

Each full-time employee is covered by a twenty thousand dollar (\$20,000.00) group term life insurance policy fully paid for by the District. Employees may purchase additional life insurance through payroll deduction.

Section 7. Long Term Disability

The District will offer a group long term disability insurance policy that provides sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the employees base salary after a ninety day (90) waiting period for a maximum of twenty-four (24) months in the event of disability as determined by the insurance carrier.

Section 8. Layoff Benefits

An employee shall be eligible for layoff benefits provided he is a full-time employee with at least six (6) months of continuous service with the District. Layoff means separation from employment with the District due to lack of work as distinguished from other types of separation such as resignation, discharge or suspension as a disciplinary penalty, retirement, leave of absence or death.

Layoff benefits for eligible employees shall consist of a lump sum payment for all accrued unused overtime, holiday time or vacation time at the rate of straight time pay computed as if the employee had resigned from the District's service on the same date when he was laid off, plus a lump sum payment equivalent to one-half ($\frac{1}{2}$) of all accumulated unused full pay sick leave, subject to the limitation of Section 6.4E of the District's Salary Resolution, either of which shall be paid at the rate of straight time pay.

Section 9. Vacations

a. Full-time employees with one full year of continuous service as of January 1 will be entitled to a paid vacation of eighty (80) hours per year; after five (5) years of

service one hundred twenty (120) hours per year; upon completion of ten (10) years of service, eight (8) additional hours plus eight (8) hours per additional year up to one hundred sixty (160) hours per year; after twenty-five (25) years of service forty (40) additional hours of vacation. Full-time employees with less than one (1) full year of continuous service as of January 1 will be entitled to a paid vacation as of each employee's anniversary date as provided in Table I of Section 6.2A of the District's Salary Resolution. The District will convert all employee's vacation to a uniform calendar year basis.

b. Employees in this Unit may defer taking vacation for two (2) years.

c. Employees in this Unit who file a written request with the District Human Resources Manager by November 15 will be paid for their unused current year vacation not to exceed forty (40) hours. Effective July 1, 2007, employees may be paid for unused current year vacation not to exceed sixty (60) hours. Effective July 1, 2009, employees may be paid for unused current year vacation not to exceed eight (80) hours. Effective July 1, 2011, employees may be paid for unused current year vacation not to exceed one hundred (100) hours. The rate for such payment will be based on the employee's salary on November 1 of that year. Such payments will be made prior to January 15th of the following year.

Section 10. Sick Leave

Full-time employees with less than a full year of continuous service as of January 1 of any year accrue sick leave at the rate of one working day for each full month of service. Employees with one full year or more of continuous service as of January 1 of any year are eligible for twelve working days of sick leave on January 1 of each year. Any full pay sick leave not used may be accumulated to a maximum of one hundred and eighty (180) days. Such paid sick leave, subject to proof of illness, may be used for absences due to the employee's personal illness, injury and non-emergency medical and dental care. Up to forty-eight (48) hours of the full paid sick leave each year may be used for illnesses or injuries of the employee's children, employee's spouse, employee's parent, or employee's registered domestic partner. The employee may be required to submit reasonable proof of his illness, injury or non-emergency medical or dental care as a condition for paid sick leave. The District reserves the right to have the employee examined by a physician selected by Management at the District's expense to confirm the employee's disability.

In the event an employee uses all of his full pay current and carry over sick leave, he may be eligible for additional calendar days at fifty percent (50%) pay based on his length of service. Employees are entitled to use partial pay sick leave in the event their illness or injury compels them to be absent from their duties for three (3) or more consecutive working days. Commencing July 1, 2012, employees may use partial pay

sick leave only in the event their illness or injury compels them to be absent from their duties for five (5) or more consecutive working days. The number of days of partial pay sick leave are based upon the number of years of full-time continuous service as follows:

<u>Continuous Service</u>	<u>Days of 50% Pay</u>
6 months to 1 year	7
1 year to 2 years	18
2 years to 5 years.....	35
5 years to 10 years.....	84
10 years	126
11 years	133
12 years	140
13 years	147
14 years	154
15 years	161
16 years	168
17 years	175
18 years	182
19 years	189
20 years	196
21 years	210
22 years	224
23 years	238
24 years	252
25 years	266
26 years	280
27 years	294
28 years	308
29 years	322
30 years or over.....	336

If an employee with at least thirty (30) months of full-time, continuous service leaves the District, he will receive a lump sum payment for all of his unused full pay sick leave earned prior to January 1, 1971, and after December 31, 1974; and one-half of

unused full pay sick leave earned during calendar years 1972, 1973, and 1974. The maximum of such lump sum payment shall not exceed ninety (90) days.

An employee, who has accumulated and maintained thirty (30) days of full pay carry over sick leave and who files a request for payment with the District's Human Resources Manager by November 15, will be paid during December for his current full pay sick leave for that year which he has not used. The rate for such payment will be based upon the employee's salary on November 1 of that year. An employee who does not file a request by November 15 will accumulate his full pay sick leave to the maximum of one hundred and eighty (180) days. An employee with the maximum of one hundred and eighty (180) days accumulated full pay sick leave will be paid each year for his full pay sick leave over the one hundred and eighty (180) days maximum as of December 31 of each year.

Section 11. Bereavement Leave

Full-time employees are eligible to receive a maximum of three (3) working days of absence from duty with full compensation, because of the death of their legal guardian or of a member of their immediate family: father, mother, grandfather, grandmother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, husband, wife, child, grandchild, stepchild, or registered domestic partner.

Section 12. CalPERS Contribution

The District currently contracts with California Public Employees Retirement System (Cal PERS) for Section 21354 of California Government Code for the 2% at Age 55 Benefit Formula – Local Miscellaneous Member and Section 20042 of California Government Code for “Final Compensation” – One Year – Local Member. The District will pay the seven percent (7%) normal employee contribution to the CalPERS on behalf of employees in accordance with Section 20691 formerly 20615 of the California Government Code.

Section 13. Industrial Illness and Injury Pay

An employee who is compelled to be absent from active service as a result of an illness or injury compensable under the Workers’ Compensation Act of the State of California, whose weekly compensation benefits received by him under the provisions of said Act plus earnings from other employment, if any, are less than seventy percent (70%) of his base salary, shall be entitled to receive compensation equal to seventy percent (70%) of his base salary for a period not to exceed ninety (90) calendar days from the date of injury or onset of the illness. The District will continue to make the medical and dental contributions provided for in Sections 3 and 4 of this Article for eighteen (18) months from the date of the industrial injury or illness.

Employees who are recovering from a District's work related illness or injury may request a light duty assignment. To be eligible for a light duty assignment an employee must be:

1. Under medical care of a physician appointed by the District for treatment of an illness or injury determined by the District to have been caused or related to the employee's work activities; and
2. Must be restricted from performing his regular duties by the physician appointed by the District; and
3. Must be willing to accept a job assignment at other District's facilities, work days, work hours and work shifts.

Light duty assignments are not guaranteed for every injured employee, however the District will make a reasonable effort to locate and provide light duty assignments to industrially ill or injured employees. Light duty assignments are normally intended to be of short duration. Employees assigned to a light duty assignment waive their right to working out-of-class pay if assigned to higher level duties and/or responsibilities.

Section 14. Flexible Spending Accounts

Employees in this Unit are eligible to participate in the Dependent Care Reimbursement Plan, the Medical Expense Reimbursement Plan and the Insurance Premium Plan as long as the programs are available to District's employees.

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of SEIU Local 721 and all other rights of employees provided in the Government Code.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, physical handicaps, disabilities, national origin, political, religious, or union opinions or affiliations, including activities which are authorized by this Memorandum of Understanding or by law.

In compliance with the District's affirmative action program the District will make a sincere effort to recruit in minority communities for vacancies in clerical and office classes for which the percent of the District's minority employees is less than the percent of minority residents of working age in the recruitment community for the class (generally the Los Angeles basin area).

Whenever the male gender, such as he or his, is used in this Memorandum of Understanding, it shall be construed to include both male and female employees.

Section 1.

The District and SEIU Local 721 agree to comply with the requirements of Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Safety and Health Act of 1973.

Section 2.

The District will make every reasonable effort to provide and maintain a safe and healthy place of employment.

Section 3.

It is the duty of all employees in the course of performing their assigned duties to be alert to District's safety rules and regulations and to unsafe and/or unhealthy practices, equipment and conditions. Employees may be subject to disciplinary action for failure to observe established safety standards and safe work practices including established and publicized safety rules and regulations of the District.

SEIU Local 721 will cooperate by encouraging all employees to perform their work in a safe manner.

Section 4.

Employees shall report any unsafe and/or unhealthy practices or conditions to their immediate supervisor. If the conditions reported by an employee cannot be satisfactorily remedied by the immediate supervisor within one (1) business day, the employee or his representative may submit the matter in writing to the Human Resources Manager. The

person designated will review the safety suggestion and within six (6) business days after receipt will inform the employee of any recommended action to correct the condition. The Human Resources Manager will keep the employee informed of progress until the condition is corrected.

If the employee or SEIU Local 721 believes that the recommendation of the District's Management would not remedy the condition, they retain the right to appeal to the California Division of Industrial Safety.

Section 5.

When the Los Angeles County Community Health Services informs the District that they are making available a preventive service which they provide and which in their professional judgment they would recommend for groups of District's employees because of possible job related exposure, the District will post the information on the District's bulletin boards. The District will pay for this service for employees in such work environments, when the employees request the service.

Section 6.

The District will continue to maintain complete first aid kits at all work facilities.

Section 7.

At each work location, the District will post Cal/OSHA bulletin "Safety and Health Protection on the Job" in a place accessible to all employees and have available a copy of Cal/OSHA General Industry Safety Orders for reference purposes.

Section 8.

The District will provide appropriate safety equipment where required for the safe performance of assigned duties. Employees to whom such equipment is issued will wear or use the equipment when required and each will be responsible for the equipment issued to him.

Section 1.

Management agrees to encourage the establishment of training programs for employees in this Unit including temporary assignments and other on-the-job training in the District where there is a need for such training. Nothing in this Memorandum of Understanding, including the Working Out-of-Class, Transfers, or Promotions Articles, shall be construed as limiting Management's authority to accomplish the purposes of this Section.

Section 2.

Management will post information concerning new training classes related to promotional opportunities within the Unit on the District's bulletin boards. Management will inform employees when they are assigned to training programs including the approximate length of such training. Written confirmation of such assignment will be placed in the employee's personnel file.

When advance knowledge of the impact of pending changes in functions, organization, or operations is available which will result in the abolishment of positions or when there is a major reassignment of functions from the District to another agency, Management will make a reasonable effort to either reassign or transfer affected employees to other vacant, authorized positions for which they qualify, or where practicable, train affected employees for other vacant, authorized positions in order to retain their services.

Section 3.

Management agrees that training programs will not be established to deprive qualified employees of higher earnings.

Section 1.

It is the policy of the District to promote District employees who are qualified and eligible to new or vacant authorized positions and to conduct all selection processes covered under this Article in a fair and equitable manner consistent with the current EEOC selection guidelines.

When the District determines the need to fill vacant permanent positions, the District will promote District employees when there are District employees who are qualified and eligible or convert hourly employees who have performed comparable duties as an hourly employee for eighteen (18) months.

Section 2.

For the purpose of this Article, “qualified applicants” are monthly and hourly employees who apply to compete in a selection process and who meet the minimum requirements. Hourly employees are employees who are currently employed and have been employed by the District for twelve (12) months or longer. Monthly and hourly employees whose overall rating is less than competent on their last performance evaluation are not qualified applicants.

In the event there are fewer than three qualified applicants within the District who apply to compete in the selection process, the District retains the right to recruit persons outside of the District’s service when necessary to meet the needs of the District. When it is necessary to recruit persons outside of the District service, the District will post a

notice for at least one (1) business day. “Eligibles” are qualified applicants who pass all required parts of the selection process.

Section 3.

When the District plans to fill vacant permanent positions in this Unit by promotion, the District’s Human Resources Manager will post a notice of such vacancy at each District’s facility. The notice may be used to fill an individual position or to fill all vacancies in a classification of work which may occur during a period of up to twelve (12) months. In selecting an eligible person for the vacancy, the following procedure will be utilized:

a. The notice will give employees in the District at least five (5) business days to submit a written request to the District’s Human Resources Department to be considered for promotion to the vacant position. Subject to the needs of the District, an employee may be allowed up to a maximum of ten (10) business days to submit his request if he can submit reasonable proof that he did not have an opportunity to be aware of the notice because of circumstances beyond his control.

b. All employees who apply and meet the minimum requirements as stated in the class specifications will be permitted to compete in the selection process. The selection process will consist of any measure or combination of measures of achievement, aptitude or interest which are determined by the District to be appropriate for the vacant position including, but not limited to, an interview, a written test or a

performance test. The measures will be designed to cover factors required for successful job performance, such as skills, knowledge and abilities. Each applicant will be given his results on each measure of the selection process in writing, to include the applicant's rank in the selection process.

c. The District's appointing officer will select from among the three eligibles with the highest final rating. When only one or two applicants are determined to be eligible through the selection process, the District's appointing officer may select from those eligible(s). All employees who receive a promotion will receive the salary of the higher class during a probationary period of six (6) months, which may be extended for not to exceed an additional six (6) months when required for the employee to demonstrate proficiency in the higher class. During an employee's initial probationary period, an employee may promote to a higher level class only if the employee's probationary period is extended. When a permanent employee fails to satisfactorily complete the probationary period, he may be returned to a position in his former class without loss in seniority in that class.

Section 1.

It is the policy of the District to provide the opportunity for fully qualified District employees to transfer to new or vacant authorized positions.

Section 2. Definition

“Transfer” means change from a position in a class to another position in the same class at another District’s location or to another Department or Section at the same location.

Section 3. Vacant Positions Advertised for Promotion

When the District posts a notice of a plan to fill a vacant position by promotion in this Unit, employees in the same class can request a transfer to the vacant position. For an employee to be considered for a transfer he must submit a written request subject to the procedures in Article 11, Promotions. Applicants for transfer will be evaluated with other eligible applicants for the vacant position.

Section 4. Vacant Positions Advertised for Transfer

When the District plans to permanently fill a vacant position in this Unit by transfer, the District’s Human Resources Manager will post a notice of such vacancy on all District official bulletin boards. The notice may be used to fill an individual position or to fill all vacancies in a classification of work which may occur during a period of up to twelve (12) months. In selecting a qualified person for the vacancy, the following procedure will be utilized:

a. The notice will give employees in the District at least five (5) business days to submit a written request to the District's Human Resources Department to be considered for transfer to the vacant position. Except when the District needs to fill a vacant position immediately, an employee may be allowed up to a maximum of ten (10) business days to submit his request if he can submit reasonable proof that he did not have an opportunity to be aware of the notice because of circumstances beyond his control.

b. If two or more employees apply for the transfer, all qualified applicants will be considered. If two or more of the applicants have substantially equivalent qualifications including special qualifications which are relevant to the specific vacancy, Management will transfer the applicant with the most seniority in the District. When an employee has been accepted for transfer, he will be notified as soon as possible of the effective date of the transfer.

c. If no employees who meet the qualifications for the specific vacancy apply, Management retains the right to transfer the qualified employee with the least seniority in the class as defined in Article 17, Discharge, Demotion, Suspension, Layoff.

District's Management will continue to make every reasonable effort to provide adequate, safe, free parking facilities for employees who find it necessary to use their own vehicles for transportation to their work location including parking facilities in parking lots nearest the employee's work location for evening and night shift personnel.

Section 1. Educational Leave

Subject to the staffing needs of the District, consideration will be given to requests for educational leave without pay by a permanent employee upon written request to the District's Human Resources Manager and approval by the District of a plan for schooling designed to improve an employee's value to the District and evidence of acceptance by an accredited college or university.

Section 2. Medical Leave

Medical leave without pay will be granted for the purpose of recovery from a prolonged illness or injury or to restore health, upon a permanent employee's written request to the District's Human Resources Manager, subject to submission of medical evidence satisfactory as establishing the employee's medical need. The District reserves the right to have the employee examined by a physician selected by Management at the District's expense to confirm the need for medical leave.

Section 3. Maternity Leave

The District will grant a leave of absence without pay to any permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee to the District's Human Resources Manager. Such leave shall not extend beyond one (1) year except by mutual agreement. A permanent employee on an authorized maternity leave of absence, after submission of medical evidence satisfactory

as establishing the fact that such disability prevents her from performing the duties of her position, may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury.

The District reserves the right to have the employee examined by a physician selected by Management at the District's expense to confirm the disability as preventing her from performing the duties of her position.

Section 4. Emergency Leave

Subject to the staffing needs of the District, emergency leave without pay may be granted upon written request by a permanent employee with at least three (3) years continuous competent service with the District if the employee can demonstrate that the leave is necessary for personal reasons beyond his control or will serve to improve his ability as an employee of the District.

Emergency leaves will be limited to one (1) month. With approval of the Chief Engineer and General Manager an emergency leave may be granted up to a maximum of one (1) year.

Section 5. Family Care Leave of Absence Policy

Employees in the Unit are eligible for Family Care Leave subject to the provision of the District's Family Care Leave Policy.

Section 6. Military Leave

Military leave shall be granted in accordance with applicable federal and state laws. Employees must submit written verification of service prior to approval for a military leave.

Employees when serving as jurors or witnesses, when under subpoena issued by a court or commission legally empowered to subpoena witnesses, will be permitted to retain any mileage fee paid to them.

During the time a full time employee is required to be absent while serving on a jury when ordered to serve or is required to be absent as a witness by a subpoena properly issued by a court or commission legally empowered to subpoena witnesses, except as a party or expert witness, the employee will continue to receive his regular salary up to forty (40) hours per year provided he deposits his fees other than mileage with the District. Subject to approval of the Human Resources Manager, paid jury duty shall be extended if the Jury Commission or Judge of the Court submits a written request.

During the time the employee is reporting for jury duty, the District will convert his regular schedule to a five (5) day, forty (40) hour, Monday through Friday, day shift schedule.

Employees will inform their supervisor as soon as possible when ordered to serve as a juror or when under subpoena as a witness.

“Personnel file” when used in this Memorandum of Understanding means the District’s personnel file for that employee which is prepared by District’s Management and maintained by the District’s Human Resources Department. The file may include various records and correspondence prepared or requested by Management to document the work record and related activities of District’s personnel.

Upon request, a personnel file shall be opened for inspection by the employee or by his representative with the written consent of the employee concerned. Upon request, an employee or his representative with the written consent of the employee concerned shall be provided with a copy of any materials placed in his personnel file. Confidential recommendations received from other employers and persons at the time the employee was hired will not be released for inspection.

When adverse material is to be placed in a personnel file, the District shall (1) notify the employee; (2) upon his request, discuss the matter with him; and (3) request the employee to initial such material merely to confirm that he has seen it. Upon request by the employee, Management will remove written warnings on infractions, which have not recurred after two (2) years, from his personnel file including such written warnings when part of an official permanent record.

Any adverse material in a personnel file which is withheld by the District from inspection by the employee or his representative may not be used by Management in any disciplinary action against the employee.

Each year the District will give each employee a statement of the number of days of vacation, sick leave and other paid time off available to him. At other times during the year employees will be given this information upon request to the District's Human Resources Office.

Section 1. Discharge, Demotion, Suspension

The District retains the right to discharge, demote and suspend employees for just cause. The District will not discharge, demote, or suspend an employee except for just cause and, whenever practicable, will inform the employee in writing prior to or at the time of such disciplinary action of the nature of and reasons for the disciplinary action.

Section 2. In Lieu of Layoff and Layoff

a. The District agrees not to contract out work of the employees in the White Collar Unit solely for the purpose of laying off permanent employees in the Unit.

In the event of a site closure, reorganization of District's work, or measures taken by the District to improve District's operations which result in a reduction in the number of employees in this Unit and the District makes the determination that it will be necessary to layoff District employees, whenever possible the District will inform the employees involved at least thirty (30) days prior to the effective date of the layoff. Prior to invoking the in lieu of layoff or layoff procedure the District will return any monthly temporary status employee to his permanent classification.

In lieu of layoff, qualified employees will be given the opportunity to (1) transfer to authorized positions in the same class or (2) demote to authorized positions in lower classes in the same class series, where the employees possess the specialized skills of the position, or (3) demote to authorized positions in lower classes if they have formerly worked for the District in the lower class recognizing the fact that this may result in the

ARTICLE 17**DISCHARGE, DEMOTION, SUSPENSION, LAYOFF**

layoff of employees. Seniority for transfer and demotion in lieu of layoff will be determined by length of service with the District in the class, including service in a higher level class in the same class series, from which the employee is transferring or demoting.

When an employee does not elect to be transferred or demoted in lieu of layoff, the layoff provision will be invoked. Prior to laying off employees, qualified employees will be given the transfer and demotion options outlined in the preceding paragraph. Employees in a classification subject to layoff will be laid off in reverse order of seniority with the District and by employment status. The first group to be laid off will be those employees with temporary status. The second group to be laid off will be employees not yet completing their six-month probationary period following original employment. The third group to be laid off will be permanent employees rated less than competent on the last performance evaluation. The fourth group to be laid off will be permanent employees rated competent or better on the last performance evaluation. Layoff will be according to reverse seniority within each group.

In the event an employee is laid off, and upon request, an employee will be provided with a listing of job opportunities in the public sector.

b. In the event of an entire District's facility is operated and maintained by a private company or public agency the District will require that all District employees permanently assigned to the facility be employed by the contractor or public agency at

the District employee's salary and benefit level until the expiration date of this Memorandum of Understanding.

Section 3. Recall

When a vacancy occurs in a class from which employees have been laid off, or transferred or demoted in lieu of layoff, within one (1) year from the date of such layoff or demotion, the vacancy will be offered to those employees possessing the necessary job-related skills, in order of their seniority and employment status with the District at the time of such layoff or demotion, before the District will attempt to recruit outside the District. Recall for employment offers will be in the following employee status order: (1) qualified, permanent employees rated competent or better by seniority, (2) qualified, permanent employees rated less than competent in order of seniority, (3) qualified, probationary employees by seniority, then (4) qualified, temporary status employees in order of seniority. Recall will be according to District seniority within each group.

The parties agree that in the event of overpayments on payroll warrants made by the District to an employee, Management will notify the employee of the overpayment prior to making any deductions to recover such overpayment. If the total overpayment is less than ten percent (10%) of the employee's gross monthly earnings, the amount of the overpayment will be deducted from the employee's next regular payroll warrant (normally paid on the 10th of the month). If the total overpayment is in excess of ten percent (10%) of the employee's gross monthly earnings, sufficient deductions of ten percent (10%) of the employee's gross monthly earnings will be taken from the employee's payroll warrants until the overpayment has been recovered unless upon request by the affected employee, Management and the employee agree to a mutually acceptable alternate method of repayment. If the employee terminates employment with the District before repayment has been fully recovered, the balance due will be deducted from his final payroll warrant.

In the event of an overpayment resulting from an electronic transfer error, the entire amount overpaid will be recovered automatically by the District or its payroll service by electronic debit. Should there be insufficient funds to accomplish the total recovery, amounts will be deducted from successive payroll warrant(s) and/or electronic transfer until the total overpayment is recovered.

In the event of an underpayment or failure to issue a payroll warrant on the first payday of the month, Management will take every reasonable measure to insure the full

ARTICLE 18**OVERPAYMENTS AND UNDERPAYMENTS**

payment to the employee as soon as possible, but in no event longer than eight (8) business days from the date the employee notifies the Human Resources Department. In the event of an underpayment or failure to issue a payroll warrant of the earned salary advance (the second payday of a month), Management will take every reasonable measure to insure full payment to the employee as soon as possible, but in no event longer than eight (8) business days from the date the employee returns the uncashed payroll warrant to the Human Resources Department.

Section 1. Definitions

For the purpose of this Article, a classification study is a study by the Human Resources Department of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Procedure for Employees' Request for Study

Once every two years, a request for a classification study by an employee who believes his position is misclassified may be submitted in writing to the Human Resources Department.

Section 3. Procedure for Classification Study

Management agrees that all classification study requests will be promptly acknowledged and the employee will be informed in writing as to the estimated date of completion of the study.

The Human Resources Department may request the employee to complete a copy of a Human Resources Department classification questionnaire and other necessary forms.

When there is no District's class to which the position can be properly allocated, the Human Resources Department will conduct a study and report the findings in writing to the employee within four (4) months except by mutual agreement. The Human Resources Manager, upon request, will report the written findings to and/or consult with SEIU Local 721.

When the above procedures have been completed, the District will initiate the steps necessary to implement the findings of the study.

Section 4. Temporary Assignments

Nothing herein shall be construed as limiting Management's authority to make temporary assignments to different work duties and responsibilities for the purpose of training or providing experience for promotion. Such temporary assignments will not extend beyond the period of time necessary to qualify for the higher level class except by mutual agreement. Written confirmation of such assignment will be placed in the employee's personnel file.

Section 5. Emergencies

Nothing herein shall be construed as limiting Management's authority to make temporary assignments to different or additional work duties and responsibilities for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency, as defined in Section 4, Article 4.

Section 1. Definitions

For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties and responsibilities of an authorized position in one class by an employee in a position in another class. It is not an out-of-class assignment when an employee substitutes for his designated supervisor except when he substitutes for his designated supervisor for more than twenty-five (25) consecutive working days.

Section 2. Procedures – Working Out-of-Class Study

Once every two years, a request for a working out-of-class study by an employee who believes he is working out-of-class may be submitted in writing to the Human Resources Department. The Human Resources Department may request the employee to complete and submit Human Resources Department forms to expedite the study.

An employee who submits a request for a study because he believes that he is performing the duties and responsibilities of another District's class, will identify that class and state in writing that he believes he has performed all of the significant duties and responsibilities of that class for longer than fifteen (15) working days in a twelve (12) month period.

When any permanent employee or his supervisor believes he or his subordinate has worked in an out-of-class assignment in a vacant authorized position for longer than fifteen (15) working days in a twelve (12) month period, he also may request the

District's Human Resources Manager to review the request and determine whether a notice of vacancy should be posted. Management will promptly review the request. If it is determined that the employee has been working out-of-class for fifteen (15) working days or longer in a twelve (12) month period; within six (6) working days of the request Management will either (1) appoint the employee to a position of the higher class, subject to the District's selection procedures, or (2) pay him at the rate of the higher class effective the 16th day the employee works out-of-class, or 26th day if the employee is substituting for his supervisor, or (3) reassign him to a position in his current class. It is the intent of management whenever possible to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, harassment, coercion, restraint, or reprisal against any permanent employee or employees who may submit or be involved in a grievance.

Section 2. Definition

- a. "Employee" means either permanent employee or employees as appropriate.
- b. "Grievance" means a written complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his immediate supervisor.
- c. "Informal grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding of rules and regulations governing personnel practices or working conditions which the employee attempts to resolve in an informal manner with his immediate supervisor.
- d. "Business days" means calendar days exclusive of Saturdays, Sundays, and legal holidays.
- e. "Immediate Supervisor" means the person designated by the District as the employee's immediate supervisor.

Section 3. Responsibilities

a. SEIU Local 721 will encourage an employee to discuss his complaint with his immediate supervisor in a sincere effort to resolve the complaint without the need to file a written grievance.

b. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him at a mutually satisfactory time in a sincere effort to resolve the complaint.

c. SEIU Local 721 and the District's Human Resources Manager, upon request, will advise the employee of the necessary information to process the grievance in compliance with the grievance procedure.

Section 4. Waivers and Time Limits

a. Time limits at all steps for Management will begin when the written grievance is received in the District's Human Resources Department or when, at the request of the grievant, the appropriate, designated Management representative at each step calls the District's Human Resources Manager or his designated representative and informs him of the receipt of the grievance.

b. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

c. Any level of review, or any time limits established in this Article, may be waived or extended by mutual agreement confirmed in writing.

d. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

e. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. General Rights and Restrictions

a. An employee has the right to the assistance of a representative in the investigation and preparation of his written grievance, and to represent him in grievance meetings. This right includes the right to assistance and representation by a SEIU Local 721 representative but does not give the employee the right to be represented by any other employee organization. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.

b. An employee may present his grievance to Management on District's time. In scheduling the time, place, and duration of any grievance meeting, both employee and Management will give due consideration to the duties each has in the essential operations of the District. No employee shall lose his rights because of Management imposed limitation in scheduling meetings.

c. Only a person selected by the employee and made known to Management one business day prior to a scheduled grievance meeting will have the right to represent or advocate as an employee's representative.

d. If a person scheduled to attend a grievance meeting is unable to attend, he shall inform the other party as soon as possible.

e. If the employee elects to be represented in a grievance meeting the District may designate another Management representative to be present at such meeting.

f. If an employee requests to be represented by SEIU Local 721, only stewards in this Unit or authorized SEIU Local 721 staff representatives may represent him in grievance meetings.

g. Management will notify SEIU Local 721 of any grievance involving the terms and conditions of this Memorandum of Understanding. A SEIU Local 721 representative has the right to be present at any grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of this Memorandum of Understanding. If a SEIU Local 721 representative elects to attend any grievance meeting, he must inform the District Management prior to such meeting. Management may also designate a Management representative to be present at such meeting.

h. In the event an employee designates a SEIU Local 721 representative to represent him, by having the SEIU Local 721 representative sign the grievance form,

upon request, District will send a copy of the response resulting from the grievance hearing to SEIU Local 721.

i. Only District's employees who have direct, first hand knowledge of the event giving rise to the grievance may be called and attend hearings on District's time without loss of pay. Such employees shall not log compensatory time, premium pay or overtime.

j. An adequate supply of grievance forms will be available in the office of the Human Resources Manager to all stewards and SEIU Local 721 representatives.

k. When the person designated by the District as the grievant's immediate supervisor does not have authority to resolve a specific grievance because of the nature of the grievance, Management will waive the first step or designate the lowest level with such authority who will hear the grievance at the first step.

Section 6. Procedure

Step 1. Middle Management

a. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his knowledge of such occurrence, an employee may file a written grievance. An employee who has discussed his complaint with his immediate supervisor within five (5) business days in a sincere effort to resolve the complaint, will be allowed ten (10) business days from that date to file a written grievance. Four copies of the District's grievance form will be completed

by the employee stating the nature of the grievance and the remedy he requests. The employee will submit one copy to the District's Human Resources Manager, the original and one copy to his immediate supervisor and retain the fourth copy. The supervisor will discuss the grievance with the employee and his representative within five (5) business days.

b. Within five (5) business days after meeting with the employee, the hearing officer will give his decision in writing to the employee on the original copy of the grievance.

Step 2. Chief Engineer and General Manager

a. Within five (5) business days from his receipt of the decision resulting from the previous step, the employee may appeal to the Chief Engineer and General Manager using the original copy of the grievance.

b. Within fifteen (15) business days after receipt of the employee's grievance, the Chief Engineer and General Manager or his designated representative who has not been involved in the grievance in prior levels will make a thorough review of the grievance and meet with the parties involved. Within fifteen (15) business days after the meeting, the Chief Engineer and General Manager, or his designated representative, will give a written decision including the reasons to the employee. Upon request, a copy of the decision will be given to the SEIU Local 721 representative.

c. The written decision of the Chief Engineer and General Manager or his designated representative shall be final except for grievances which are submitted to arbitration, as provided for hereinafter, within fifteen (15) business days following the expiration of the time limit.

Section 7. Arbitration

a. Within fifteen (15) business days from the receipt of the written decision of the Chief Engineer and General Manager or his designated representative, SEIU Local 721 may request that the grievance be submitted to arbitration as provided for hereinafter.

b. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding and discharges, disciplinary demotions, suspensions and reprimands may be submitted to arbitration hereunder. In no event shall such arbitration extend to (1) the interpretation, application, merits or legality of any Federal, State or Local laws, ordinances or regulations, including all specific ordinances and resolutions adopted by a Board of Directors of the District, unless the Arbitrator in his discretion, finds it necessary to interpret or apply such Federal, State or Local law in order to resolve the grievance which has been submitted to the Arbitrator or (2) the interpretation, application, merits or legality of the rules and regulations of District's Management; unless the Arbitrator in his discretion finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the Arbitrator.

c. In the event SEIU Local 721, on behalf of an employee whom it has represented in the processing of a grievance, desires to request that his grievance, which meets the requirements of Paragraph 2 hereof, be submitted to arbitration, it shall, within the time requirements set forth above, send a written request to the District's Human Resources Manager which written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

d. Within five (5) business days from receipt of the written request for arbitration, each of the parties will select a mutually acceptable neutral arbitrator. If after five (5) business days they cannot agree on a neutral arbitrator, they will request a list of arbitrators from any source of such service mutually acceptable to them. They will select an arbitrator from such a list by names on such list. The party to strike the first name will be determined by chance.

e. Arbitration of grievances hereunder will be limited to the grievances as originally filed by SEIU Local 721 on behalf of an employee whom it has represented in the processing of this grievance to the extent that said grievance has not been satisfactorily resolved.

f. The fees and expenses of the neutral arbitrator will be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual involved.

g. Prior to the hearing by an arbitrator, a representative of the District and a representative of SEIU Local 721 will meet and attempt to prepare a joint submission statement setting forth the issue(s) which will be submitted to the Arbitrator. In the event the District and SEIU Local 721 cannot jointly agree on a submission statement, each party at the hearing may present its own submission statement to the Arbitrator; in which case the Arbitrator will determine the issue(s) to be resolved which shall not extend beyond those issues included in each party's submission statement or those issues which were included in the grievance as originally filed which are still unresolved and which shall be subject to the limitations in Section 7.a. of this Article.

h. The decision of an Arbitrator in an arbitration which involves the discharge, disciplinary demotion or suspension for more than five (5) business days of a permanent full-time employee shall be binding on both parties and any employee(s) involved. The decision of an Arbitrator resulting from any other arbitration of grievances hereunder shall be entirely advisory in nature and shall in no way be binding upon any of the parties hereto or appealable.

i. The decision of an Arbitrator resulting from an arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

It is agreed and understood by the parties to this Memorandum of Understanding that there will not be more than eight (8) stewards for this Unit. SEIU Local 721 will provide the Human Resources Manager with a list of the names of employees as stewards, which list shall be kept current by SEIU Local 721.

Subject to the provisions of Article 20, Grievance Procedure, SEIU Local 721 stewards may spend a reasonable amount of time to promptly and expeditiously investigate, prepare and process formal grievances without loss of pay or benefits of any kind. When an employee has discussed his complaint with his immediate supervisor in a sincere effort to resolve the complaint and subsequently has informed his immediate supervisor that he intends to file a written grievance, a SEIU Local 721 steward may spend a reasonable amount of time, not to exceed sixty (60) minutes, to promptly and expeditiously assist the employee to write his grievance on the District's grievance form, without loss of pay or benefits. SEIU Local 721 agrees, whenever processing of grievance is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized.

Stewards, when leaving their work locations to process grievances, shall first obtain permission from their supervisor, as designated by Management, and inform him of the nature of the business. Permission to leave will be granted within a reasonable time unless such absence would cause an undue interruption of work. If such permission cannot be granted when requested, the steward will be informed when time will be made

available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday and legal holidays, after the time requested by the steward, unless otherwise mutually agreed to. Upon entering other work locations, a steward shall inform the person who is designated by Management as responsible for the work location and the cognizant supervisor of the nature of his business. Permission to leave the job will be granted to the employee involved unless such absence would cause an undue interruption of work. If such permission cannot be granted when requested, the steward will be informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday and legal holidays, after the time requested by the steward, unless otherwise mutually agreed to. Denial of permission for a steward will automatically constitute an extension of time equal to the delay.

SEIU Local 721 agrees that (1) a steward shall not log compensatory time or overtime for time spent performing any function of a steward and (2) only one steward will be allowed to act as the steward for a grievance except by mutual agreement with the District's Management.

Except as provided in Article 4, Work Schedules, Section 4, Emergencies, Management will not transfer a steward to a different work location without approval of the steward or SEIU Local 721 unless there is no longer work for the steward in his classification at this work location.

Management will furnish adequate bulletin board space to SEIU Local 721 at work locations where employees in this Unit are employed.

The bulletin board space will be used only for the following subjects:

- a. SEIU Local 721 recreational, social and related news bulletins;
- b. Scheduled SEIU Local 721 meetings with employees in this Unit;
- c. Information concerning SEIU Local 721 elections among employees in this Unit or the results thereof;
- d. Reports of official business of SEIU Local 721 including newsletters and reports of SEIU Committees affecting employees in this Unit; and
- e. Any other written material which first has been approved by the District's Human Resources Manager or his designated representative.

Prior to posting a copy of, all postings will be submitted to the District's Human Resources Manager or his designated representative for his information.

SEIU Local 721 and the District agree that the District's bulletin boards will not be used to post material which might reasonably be construed as maligning the District, its Management, SEIU Local 721 or other persons or organizations; to promote or oppose the candidacy of candidates for public office; or to promote or oppose other political issues which are subject to a vote by the citizenry electorate.

SEIU Local 721 dues and such other deductions as may be properly requested and lawfully permitted, except for fines and special assessments, will be deducted, in accordance with the provisions of applicable State Law, monthly from the salary of each employee covered hereby who files with the District's Human Resources Manager a written authorization requesting that such deductions be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder will be made to SEIU Local 721 within thirty (30) days after the conclusion of the month in which said dues and deductions were made.

It is further understood and agreed that Management shall not be required to deduct said dues and other deductions, or remit same to SEIU Local 721, when any employee covered hereby, who has previously authorized such deductions, requests in writing that all or any portion of the deductions previously authorized be cancelled.

Authorized SEIU Local 721 staff representatives will be given access to work locations during working hours solely for the purpose of processing grievances, observing working conditions and posting bulletins on bulletin boards. A SEIU Local 721 representative desiring access to a District's work location shall state the purpose of his visit and request authorization from the District's management representative who is responsible for the work location unless the parties mutually agree to waive notice. The District may require SEIU Local 721 representatives to identify employees they plan to contact, the approximate length of the visit and specific locations to be visited.

SEIU Local 721 shall give the District's Management six (6) copies of a written list of all authorized SEIU Local 721 staff representatives, which list shall be kept current by SEIU Local 721. Access to work locations will only be granted to representatives on the current list.

SEIU Local 721 agrees that its staff representatives will not interfere with operations of the District or any facility thereof.

Annually, upon request, Management will provide SEIU Local 721 with a list of the names of all employees in this Unit on magnetic tape. Upon request, Management will notify SEIU Local 721 of any new hires or terminations in the Unit in writing.

Management will give to each employee hired into this Unit a statement to be furnished by SEIU Local 721 and written as follows:

Service Employee International Union, Local 721, has been recognized by the County Sanitation Districts as the exclusive representative for employees in your Unit. SEIU Local 721 has the exclusive right to represent you to meet and confer with the District on salaries, hours of work, and working conditions. SEIU Local 721 will represent you in processing a grievance including the exclusive right to request arbitration for an employee. If you want information or if you wish to join SEIU Local 721, call (877) 721-4968 or see your steward where you work.

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721

500 South Virgil Avenue

Los Angeles, California 90020

Management agrees to permit one (1) employee in the Unit, designated by SEIU Local 721 as a spokesman for the Unit, time off with pay to attend meetings between SEIU Local 721 and Management where the subject of such meetings involves basic issues affecting employee relations concerning the entire Unit. SEIU Local 721 agrees that the employee designated shall not log nor be entitled to overtime for the time spent pursuing activities allowed under this Article.

The name of the employee so designated will be provided in writing by SEIU Local 721 to Management.

Upon request, a committee comprised of one (1) White Collar Unit employee, one (1) SEIU Local 721 representative and at least one (1) District Manager, will meet as needed but no more frequently once a year, to discuss issues related to the White Collar Unit.

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the District's Board of Directors for determination, neither SEIU Local 721 nor Management, nor their authorized representatives, will appear before the Board of Directors or meet with members of the Board of Directors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Directors nor meeting with individual members of the Board of Directors to advocate or urge the approval of this Memorandum of Understanding in its entirety and the enactment of amendments to the District's ordinances necessary to implement this Memorandum of Understanding.

ARTICLE 29 **FULL UNDERSTANDING, MODIFICATIONS, WAIVER**

Section 1.

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Section 2.

It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term.

It is recognized that during such term it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such change, it shall notify SEIU Local 721 indicating the proposed change prior to its implementation. If SEIU Local 721 wishes to consult or to meet and confer with Management, regarding the matter, SEIU Local 721 shall notify Management within five (5) business days from the receipt of such notice. Upon receipt of such notice, the parties shall meet promptly in an earnest effort to reach a mutually satisfactory resolution of any problem arising as a result of the change instituted by Management.

Where Management makes such changes because of the requirements of law, including ordinances adopted by the District's Board of Directors, the District shall not be required to meet and confer the matter of compliance with such law.

ARTICLE 29 **FULL UNDERSTANDING, MODIFICATIONS, WAIVER**

Nothing herein shall limit the authority of Management to make necessary changes during emergencies. However, Management shall notify SEIU Local 721 of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Where Management makes any such change for reasons other than the requirements of law or an emergency, where such change would significantly affect working conditions of a significantly large number of employees in the Unit, where the subject matter of the change directly affects the wages, hours and other terms and conditions of employees in the Unit, and where SEIU Local 721 within the time limits provided requests to meet and confer with Management, the parties shall expeditiously meet and confer regarding the effect the change would have on the wages, hours, and other terms and conditions of employment of the employees in this Unit.

If the parties are in disagreement as to whether any proposed change is within the scope of meet and confer, or if an impasse is reached in the meet and confer process, such impasse may be submitted by either party to factfinding.

Section 3.

Failure by SEIU Local 721 to request to consult or to meet and confer, pursuant to Section 2 shall not be deemed as approval of any action taken by the District.

Section 4.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to meet and confer with respect to any matter covered herein or with respect to any other matters, during the term of this Memorandum of Understanding.

Section 5.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the District's Board of Directors.

Section 6.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

a. Management's principal authorized agent shall be the District's Chief Engineer and General Manager or his duly authorized representative [Address: 1955 Workman Mill Road, Whittier, California 90601. Telephone number: (562) 699-7411 or (562) 685-5217].

b. SEIU Local 721's principal authorized agent shall be the Executive Director or his duly authorized representative [Address: 500 South Virgil Avenue, Los Angeles, California 90020. Telephone number: (213) 368-8660].

Section 1.

SEIU Local 721 agrees that during the term of this Memorandum of Understanding, neither of its officers, employees, agents, or members will, directly or indirectly, engage in, encourage, sanction, support, instigate or suggest any strikes, slowdowns, mass resignations, mass absenteeism, picketing, or similar concerted activities which would cause suspension, interference, or interruption of the normal work and operations of the District.

In the event that SEIU Local 721 members participate in such activities in violation of this provision, SEIU Local 721 shall promptly notify those members so engaged to cease and desist from such activities and shall direct such members promptly to return to their normal duties.

In the event of breach of this provision, this Memorandum of Understanding may be terminated in its entirety by the District's Management upon giving written notice of such termination to SEIU Local 721's principal authorized agent. Such termination shall in no way preclude or prevent Management from taking all other appropriate actions necessary to ensure the continued operation of the District's services affected and to seek all remedies available to it under applicable laws.

Section 2.

District's Management agrees that during the term of this Memorandum of Understanding, Management will not lock out employees. In the event of breach of this

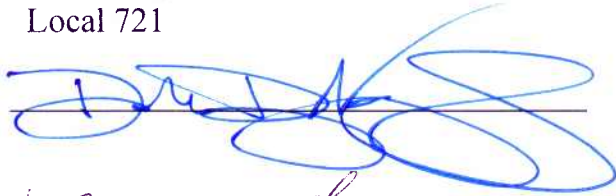
provision, this Memorandum of Understanding may be terminated in its entirety by SEIU Local 721 upon giving written notice of such termination to the District's principal authorized agent.

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable laws and Federal and State regulations. If any part or provisions of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable laws or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

This Memorandum of Understanding has been entered into pursuant to the terms of the Employee Relations Resolution of County Sanitation District No. 2 of Los Angeles County. Sections 4, 5 and 6 of that Resolution are hereby incorporated by reference as if fully set forth herein, subject to the procedural provisions of Article 25, Payroll Deductions and Dues.

IN WITNESS WHEREOF, the parties hereto caused their duly authorized representatives to execute the Memorandum of Understanding.

Service Employees International Union,
Local 721



Nancy Srijalva

Dated

5/11/11

County Sanitation Districts
of Los Angeles County

Stephen R. Muzuni

Maceblun

Rami Ceb

Sam Sam

LA County Sanitation Districts

**BU 499 White Collar Unit
Memorandum of Understanding**

March 23, 2011 through June 30, 2019



**SEIU Local 721
500 S. Virgil Avenue
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(213) 368-8660
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