

SEIU Local 721
LA County
Sanitation Districts

BU 500 Blue Collar Unit
Memorandum of Understanding

March 23, 2011
through
June 30, 2017



MEMORANDUM OF UNDERSTANDING

BLUE COLLAR UNIT
MARCH 23, 2011 - JUNE 30, 2017

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, Service Employees International Union, Local 721, CTW, CLC (hereinafter "SEIU Local 721") was recognized on May 9, 1973, by the Chief Engineer and General Manager as the recognized representative of the District's employees in the Blue Collar Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by the Chief Engineer and General Manager. On August 21, 1973, District's Management recognized SEIU Local 721 as the exclusive representative of the employees in the Unit. The term "employee" or "employees" as used herein shall refer only to the employees employed by the District in the employee classifications comprising the Unit as listed by 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 with the approval of SEIU Local 721.

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 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, 2017.

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 District's Collective Committee approves said Memorandum of Understanding and the District No. 2 Board of Directors enacts necessary amendments to all District's resolutions and orders, including the District's Salary Resolution, required to implement the full provisions thereof.

The parties agree that the recommended changes in the 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 Collective Committee and the District No. 2 Board of Directors by the Chief Engineer and General Manager for approval and implementation by enactment of

Article 2

TERM, IMPLEMENTATION, RENEGOTIATION

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 resolutions shall prevail.

Section 3.

a. Renegotiation

In the event either party desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from January 1, 2017, to February 15, 2017, a written request to commence negotiations as well as written proposals on Articles which are subject to being reopened and for which it proposes any changes. Negotiations 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.

If a full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by May 31, 2017, an impasse may be declared by either party on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

If necessary, the parties will attempt, in good faith, to reach agreement on procedures for resolution of the impasse.

b. Reopening of Memorandum of Understanding

The parties agree to meet and confer in, May 2011, May 2012, May 2013, May 2014, May 2015 and May 2016, on the subject of possible salary inequities for classes in the Unit. Prior to May 1, 2011, May 1, 2012, May 1, 2013, May 1, 2014, May 1, 2015, and May 1, 2016, either party may submit written proposals on this subject identifying classes for which it proposes a salary adjustment.

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 resolutions 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>
Weighscale Operations Coordinator	38B	\$3987-4952
Senior Weighscale Operator II	41C	\$4335-5386
Senior Weighscale Operator I	39C	\$4106-5101
Weighscale Operator	37C	\$3891-4832
Weighscale Operator Trainee	31D	\$3322-4117
Senior Power Equipment Operator	52E	\$5871-7293
Power Equipment Operator III	50E	\$5561-6908
Power Equipment Operator II	48E	\$5268-6544
Power Equipment Operator Trainee II	37F	\$3920-4868
Power Equipment Operator Trainee I	33F	\$3521-4367
Lead Diesel Equipment Operator	48B	\$5229-6495
Diesel Equipment Operator	41H	\$4389-5453
Diesel Equipment Operator Trainee	31D	\$3322-4117
Sewerage System Vacuum Truck Driver	42H	\$4510-5602
Solid Waste Operations Coordinator II	47H	\$5165-6416
Solid Waste Operations Coordinator I	44D	\$4714-5857
Truck Driver	41H	\$4389-5453
Truck Driver Trainee	31D	\$3322-4117
Lead Crane Operator	50A	\$5506-6840
Crane Operator	47A	\$5076-6306
Motor Sweeper Operator II	40H	\$4271-5307
Motor Sweeper Operator I	33H	\$3538-4389

Article 3**SALARIES**

<u>TITLE</u>	<u>SALARY SCHEDULE</u>	<u>SALARY RANGE</u>
Equipment Service Coordinator	39F	\$4137-5140
Equipment Service Worker II	37F	\$3920-4868
Equipment Service Worker I	33F	\$3521-4367
Green Waste Operator II	37F	\$3920-4868
Green Waste Operator I	33F	\$3521-4367
Water Truck Driver	33F	\$3521-4367
Refuse Operations Helper	31D	\$3322-4117
Refuse Site Attendant	27K	\$3028-3752
Treatment Plant Operator II	50J	\$5616-6977
Treatment Plant Operator I	46E	\$4989-6198
Assistant Treatment Plant Operator	40F	\$4250-5281
Plant Attendant	34D	\$3599-4465
Senior Desert Facilities Truck Driver	39G	\$4147-5152
Lead Desert Facilities Maintenance Worker	48H	\$5307-6592
Lead Maintenance And Construction Worker	48D	\$5255-6528
Senior Maintenance And Construction Worker	44D	\$4714-5857
Maintenance And Construction Worker II	39H	\$4157-5165
Maintenance And Construction Worker I	35H	\$3733-4634
Senior Pumping Plant Operator	43G	\$4622-5742
Pumping Plant Operator	40G	\$4261-5294
Senior Research Maintenance Worker	48D	\$5255-6528
Research Maintenance Worker II	44D	\$4714-5857
Research Maintenance Worker I	39H	\$4157-5165
Grounds Maintenance Coordinator	42B	\$4443-5520
Lead Grounds Maintenance Worker	38B	\$3987-4952
Senior Grounds Maintenance Worker	35E	\$3706-4599
Grounds Maintenance Worker II	33E	\$3513-4356
Grounds Maintenance Worker I	30H	\$3265-4046
Lead Stationary Mechanic	52D	\$5857-7275
Senior Stationary Mechanic	50D	\$5547-6891
Stationary Mechanic	48D	\$5255-6528
Stationary Mechanic Apprentice II	43F	\$4611-5728
Stationary Mechanic Apprentice I	33L	\$3564-4421
Senior Electrical And Instrumentation Technician	54B	\$6152-7643
Electrical And Instrumentation Technician	52B	\$5828-7239
Electrical And Instrumentation Technician Apprentice II	44K	\$4785-5944

Article 3**SALARIES**

<u>TITLE</u>	<u>SALARY SCHEDULE</u>	<u>SALARY RANGE</u>
Electrical And Instrumentation Technician Apprentice I	33L	\$3564-4421
Lead Heavy Equipment Mechanic	53E	\$6033-7494
Senior Heavy Equipment Mechanic	52E	\$5871-7293
Heavy Equipment Mechanic	50E	\$5561-6908
Heavy Equipment Mechanic Apprentice II	40A	\$4198-5216
Heavy Equipment Mechanic Apprentice I	33F	\$3521-4367
Lead Facilities Maintenance Mechanic	52D	\$5857-7275
Facilities Maintenance Mechanic	48D	\$5255-6528
Lead Diesel Equipment Mechanic	50A	\$5506-6840
Senior Diesel Equipment Mechanic	48F	\$5281-6560
Diesel Equipment Mechanic	46J	\$5039-6260
Diesel Equipment Mechanic Apprentice II	40E	\$4240-5268
Diesel Equipment Mechanic Apprentice I	33F	\$3521-4367
Lead Automotive Mechanic	48K	\$5333-6625
Senior Automotive Mechanic	46K	\$5051-6275
Automotive Mechanic	44K	\$4785-5944
Automotive Mechanic Apprentice II	40L	\$4303-5346
Automotive Mechanic Apprentice I	33F	\$3521-4367
Senior Machinist	48F	\$5281-6560
Machinist	46F	\$5002-6214
Machinist Apprentice II	41F	\$4367-5426
Machinist Apprentice I	32L	\$3470-4303
Lead Welder	50F	\$5575-6925
Senior Welder	48F	\$5281-6560
Welder	46F	\$5002-6214
Welder Apprentice II	41F	\$4367-5426
Welder Apprentice I	32L	\$3470-4303
Lead Painter	49B	\$5372-6674
Senior Painter	47B	\$5089-6322
Painter	45B	\$4820-5988
Painter Apprentice II	41F	\$4367-5426
Painter Apprentice I	32L	\$3470-4303
Central Inventory Specialist	43C	\$4577-5685
Warehouse Coordinator	39C	\$4106-5101
Storekeeper	37C	\$3891-4832
Laboratory Storekeeper	37C	\$3891-4832

<u>TITLE</u>	<u>SALARY SCHEDULE</u>	<u>SALARY RANGE</u>
Stock Clerk	33C	\$3495-4335
General Services Coordinator II	38H	\$4046-5027
General Services Coordinator I	34H	\$3634-4510
Senior General Services Worker	32H	\$3445-4271
General Services Worker II	30H	\$3265-4046
General Services Worker I	26H	\$2934-3634
Custodian	24J	\$2788-3453
Senior Boat Captain	53L	\$6122-7605
Boat Captain	51L	\$5799-7203
Boat Deck Hand	37C	\$3891-4832
Utility Equipment Operator II	24K	\$2794-3461
Utility Equipment Operator I	20K	\$2511-3110
Lead Site Maintenance Worker	27K	\$3028-3752
Site Maintenance Worker III	19K	\$2445-3028
Site Maintenance Worker II	15K	\$2191-2722
Site Maintenance Worker I	11K	\$1963-2445

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 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 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 66⅔ % of the increase from 3.0% to 9.0% in the C.P.I.

<u>Increase in C.P.I.</u>	<u>Percent Salary Increase</u>
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 - 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 this Unit will be increased by the number of letter schedules which correspond 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 66⅔ % 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

<u>Percent Salary Increase</u>	<u>Letter Schedules</u>
2.13 - 2.37%	9
2.38 - 2.62%	10
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 the formula and procedures to determine salaries effective July 1, 2012 except that the period used to calculate the increase will be

March 2010 to March 2011. The July 1, 2011 salary adjustment will be added to salaries in effect on June 30, 2011.

e. Salaries Effective July 1, 2012

Refer to the above Section 1.c. for the 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. The July 1, 2012 salary adjustment will be added to salaries in effect on June 30, 2012.

f. Salaries Effective July 1, 2013

Refer to the above Section 1.c. for the 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. The July 1, 2013 salary adjustment will be added to salaries in effect on June 30, 2013.

g. Salaries Effective July 1, 2014

Refer to the above Section 1.c. for the 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. The July 1, 2014 salary adjustment will be added to salaries in effect on June 30, 2014.

h. Salaries Effective July 1, 2015

Refer to the above Section 1.c. for the 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. The July 1, 2015 salary adjustment will be added to salaries in effect on June 30, 2015.

i. Salaries Effective July 1, 2016

Refer to the above Section 1.c. for the 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. The July 1, 2016 salary adjustment will be added to salaries in effect on June 30, 2016

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 his classification to which he is promoted, which provides a salary of at least two (2) salary schedules above his current salary. Such salary change shall not exceed the fifth step of the classification to which the employee is promoting.

c. If an employee, because of a voluntary demotion, should receive 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 this earned step and his “Y” rate will be canceled. 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 $2\frac{3}{4}$ percent, he will receive such salary and his “Y” rate will be canceled. If it would result in a salary increase of less than $2\frac{3}{4}$ percent, his “Y” rate will be increased by $2\frac{3}{4}$ percent, not to exceed the fifth step of the salary range for his class. On succeeding anniversary dates his “Y” rate will be increased by $5\frac{1}{2}$ percent 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 canceled. An employee on a “Y” rate who is promoted will be 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 1. Overtime Compensation

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 for employees who work a normal workweek means work in excess of forty (40) hours during a “normal workweek” as defined in Article 7, Work Schedules. Overtime for employees who work an alternate workweek means work in excess of eighty (80) hours during an “alternate workweek” as defined in Article 7, Work Schedules.

All full pay leave time of employees with the exception of personal leave and non-scheduled vacation will be included when calculating the number of hours worked in a workweek which are required for eligibility for overtime pay. When an employee who is on personal leave or vacation is called back by the District, such leave time will be included when calculating the number of hours worked in a workweek which are required for eligibility for overtime pay.

Section 2. 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. Upon request, Management will place overtime distribution lists in a location accessible to all employees in a classification at the work site. 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.

Employees will not be required to work in excess of two (2) consecutive full shifts, or its equivalent in hours within a twenty-four (24) hour period beginning at the start of the employee's regularly scheduled shift except by mutual agreement.

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 duty he will receive a minimum payment equivalent to three (3) hours of premium overtime pay for each call-back; provided, however, an employee with an assigned District vehicle will be paid 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 for 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 paid a bonus equivalent to 5.5 percent 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 paid a bonus equivalent to 7.5 percent 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 a 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 Location

Except for employees with an assigned District 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 the 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. Meal Allowance

An employee working four (4) hours or more in addition to his work shift in one (1) day will be provided with a meal allowance of eight dollars (\$8.00), and a lunch

period of thirty (30) minutes on District time. The meal allowance will be paid by a voucher, reimbursement check, or cash within ten (10) business days.

The District will conduct a feasibility study on installing a sandwich vending machine at the Joint Water Pollution Control Plant within three (3) months from the approval of this Memorandum of Understanding by the District's Collective Committee.

Section 7. Assignment 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 (1) day where it would be unreasonable or impractical to commute daily to the temporary work location, employees will be reimbursed for their actual expense in accordance with the District's 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 8. Damaged Personal Clothing, etc.

The District will reimburse employees for the replacement value at the time of damage for clothing which is damaged in an accident through no fault or negligence of the employee when performing duties for the District. The District will also reimburse employees for the replacement value at the time of damages for eyeglasses, hearing aids and dentures when such damage or loss is a result of an industrial accident, verified by the employee's supervisor, when occurring during the performance of assigned duties for the District. If the article can be reasonably restored to its condition prior to the damage, the reimbursement will be limited to the cost of repair. No claims will be paid if the cost of replacement or repair is less than ten dollars (\$10.00).

Section 9. Superior - Subordinate Pay

When the base pay (exclusive of any special pay, overtime pay, bonuses or Y rate) of an employee is more than the base pay of the employee who is designated by Management as his regular supervisor on a full-time basis, the supervisor will receive ten dollars (\$10.00) per month more than the base pay of his subordinates base pay.

Section 10. Treatment Plant Operator's Certificate

The District will reimburse employees in the Treatment Plant Operations series in this Unit for the fees charged by the State of California for the state certification as Wastewater Treatment Plant Operators.

Section 11. Membership Dues Reimbursement

The District will reimburse employees in this Unit for the annual dues charged by the Water Environment Federation, the California Water Environment Association, the Los Angeles Basin Section and for the Solid Waste Association of North America.

Section 12. Commercial Driver's License

The District will pay the cost to obtain the medical certification required for a commercial Class A or Class B California driver's license for positions that are required to possess a commercial Class A or Class B California driver's license. The District will reimburse employees for the cost of the license fees for positions that are required to possess a commercial Class A or Class B California driver's license.

Section 13. Hearing Aid Allowance

The District will reimburse employees in this Unit once during their employment for the cost of hearing aids up to \$695.00 after the employee has been reimbursed for hearing aids through the District provided medical plan.

Section 14. 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
Dr. Martin Luther King Jr.’s Birthday	January 16, 2012
	January 21, 2013
	January 20, 2014
	January 19, 2015
	January 18, 2016
	January 16, 2017
Washington’s Birthday	February 21, 2011
	February 20, 2012
	February 18, 2013
	February 17, 2014
	February 16, 2015
	February 15, 2016
February 20, 2017	

<u>HOLIDAY</u>	<u>DATE</u>
Cesar Chavez' Birthday	March 31, 2011
	March 30, 2012
	April 1, 2013
	March 31, 2014
	March 23, 2015
	March 28, 2016
	March 27, 2017
Memorial Day	May 30, 2011
	May 28, 2012
	May 27, 2013
	May 26, 2014
	May 25, 2015
	May 30, 2016
	May 29, 2017
Independence Day	July 4, 2011
	July 4, 2012
	July 4, 2013
	July 4, 2014
	July 3, 2015
	July 4, 2016
	Labor Day
September 3, 2012	
September 2, 2013	
September 1, 2014	
September 7, 2015	
September 5, 2016	
Columbus Day	October 10, 2011
	October 8, 2012
	October 14, 2013
	October 13, 2014
	October 12, 2015
	October 10, 2016

<u>HOLIDAY</u>	<u>DATE</u>
Veterans Day	November 11, 2011
	November 12, 2012
	November 11, 2013
	November 11, 2014
	November 11, 2015
	November 11, 2016
Thanksgiving Day	November 24, 2011
	November 22, 2012
	November 28, 2013
	November 27, 2014
	November 26, 2015
	November 24, 2016
Day after Thanksgiving	November 25, 2011
	November 23, 2012
	November 29, 2013
	November 28, 2014
	November 27, 2015
	November 25, 2016
Christmas Day	December 26, 2011
	December 25, 2012
	December 25, 2013
	December 25, 2014
	December 25, 2015
	December 26, 2016

b. Employees who are required by the District to work on the day after Thanksgiving will receive one (1) 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 (1) 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. Only those employees who actually 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.

d. Except for the provisions of Section 2.e. below, employees who are required by the District to work on any holidays except Christmas, Thanksgiving and Day after Thanksgiving: (1) will be paid straight time in addition to regular pay for the holidays worked; or (2) may take another day off in lieu of the holidays worked if they request and receive prior approval from their Department Management. Department Management may deny requests which would interfere with the District's operation but will not withhold approval unreasonably.

Employees who work on Thanksgiving Day will be compensated for such holiday work at time and one-half of his base rate in addition to receiving his regular monthly salary. An employee who works on December 25th or the negotiated holiday on which Christmas will be observed will be compensated for such holiday work at time and one-half of his base rate in addition to receiving his regular monthly salary; however, in no event shall an employee receive holiday compensation for both December 25th and the observed holiday.

Employees who are scheduled to have a regular day off on a holiday listed in this Section, and who do not work that day will be paid one (1) additional day at straight time

pay. "Regular day(s) off" as used in this Section means only the employee's scheduled two (2) days of rest in a seven (7) day workweek period and does not include vacation, sick leave, personal leave, leave without pay or other absence.

e. Employees assigned to the Treatment Plant Operations group at the Joint Water Pollution Control Plant who are required by the District to work or who have a scheduled regular day off on any Holiday listed in this Section except Christmas and Thanksgiving Day will have (1) an in-lieu day off scheduled for them by their Department Management, or (2) with at least 30 days notice will be paid straight time in addition to regular pay for the holiday worked. Any exceptions to these provisions must be by mutual agreement between an employee and his supervisor. Treatment Plant Operators at the Joint Water Pollution Control Plant will either be paid or scheduled for the equivalent time off as other Blue Collar employees for Christmas and Thanksgiving Day.

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's contribution through payroll deductions.

b. Employee Cost Sharing of Medical Plan Premium

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 five year 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:

Credited Years Of Service	Percentage of Contribution
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 an eligible employee and his dependent’s dental insurance program. The District will provide both prepaid and indemnity dental plans. New employees shall enroll in a prepaid plan and remain in a prepaid plan for the first three (3) years of their employment.

Section 5. Optical Insurance

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

Section 6. Layoff Benefits

An employee shall be eligible for layoff benefits provided he is a full-time employee with at least six (6) months 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, plus a lump sum payment for accumulated unused full pay sick leave, subject to the limitations in Section 6.4 of the District's Salary Resolution.

Section 7. Vacations

a. Full time employees with one (1) 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 January 1 as provided in Table 1 of Section 6.2A of the District's Salary Resolution.

b. Employees in this Unit who file a written request with the District's Human Resources Manager by November 15 will be paid for his unused current year vacation not to exceed twenty (20) 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 eighty (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 8. 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 (1) working day for each full month of service. Employees with one (1) full year or more of continuous service as of January 1 of any year are eligible for twelve (12) working days of sick leave on January 1 of each year subject to the provisions and limitations of Section 6.4 of the District's Salary Resolution. 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, or the employee's parents, or the 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. An employee will receive advanced warning before he is required to provide proof of illness for payment of current full pay sick leave. The District reserves the right to have the employee examined by a physician selected by Management at the District’s expense and on District’s time 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:

NUMBER OF CALENDAR DAYS ALLOWED

<u>Continuous Service</u>	<u>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

NUMBER OF CALENDAR DAYS ALLOWED

<u>Continuous Service</u>	<u>50% Pay</u>
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 two-thirds (2/3) 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 9. 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 10. 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, available from the insurance company providing the group policy.

Section 11. Military Training Leave of Absence

The District will grant an employee up to thirty (30) days leave of absence per year with salary when performing active duty for training in a reserve program of the Armed Forces of the United States. The employee will be required to submit a certified copy of the orders compelling him to report for active duty for training.

Section 12. Public Employees' Retirement System

The District currently contracts with California Public Employees Retirement System (CalPERS) 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. The District will notify Local 721 in the event CalPERS informs the District that the District must report only employees’ base salaries for retirement purposes. The District will meet and confer with Local 721 regarding the impact of the change in reporting amounts.

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 twenty-four (24) 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. 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 employee's 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 15. 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.

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.

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). Employees on a current five (5) consecutive workday schedule will not be changed to a split week except under the provisions of Sections 3, 4, and 5. The hours of work in a normal workday will be eight (8) consecutive hours exclusive of a lunch period of thirty (30) minutes to sixty (60) minutes.

All lunch periods will be thirty (30) minutes, except where a lunch period currently exceeds thirty (30) minutes, or where required to meet essential public service, or by mutual agreement with an employee.

An alternate workweek is a workweek other than a normal workweek. An alternate workweek is based on a fourteen (14) day period (two consecutive seven (7) day workweek periods). An alternate workweek consists of eighty (80) hours work in a fourteen (14) day period of:

1. Eight (8) workdays and six (6) days of rest;

2. Nine (9) workdays and five (5) days of rest; or
3. Ten (10) workdays and four (4) days of rest.

Alternate workweeks may be initiated by the District where it is expected to increase efficiency or reduce costs, following mutual agreement with Local 721. Alternate workweeks will be canceled by the District after notice by either party to the other party during the fourth week following notice except by mutual agreement. Alternate workweeks and alternate work schedules will be implemented to comply with South Coast Air Quality Management District's Regulation 15. The District will inform employees of a change to establish or discontinue an alternate workweek at least five (5) working days prior to the date the change is effective. The parties agree to meet regarding alternate work schedules upon request of either party.

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 five (5) working days prior to the date the change is effective. Employees on an alternate workweek shall receive four (4) working days prior notice for a change in work schedule. Violation of this time limit shall result in payment of the first eight (8) hours worked at the overtime rate.

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 Sections 4 and 5.

Section 4.

Nothing in this Memorandum of Understanding shall limit the authority of the District's Management to make temporary assignments to different or additional locations, workdays, workweeks, work schedules, or work duties required for the maintenance of necessary operations during unanticipated conditions or during emergencies. For the purpose of this Memorandum of Understanding, unanticipated conditions and emergencies include situations which may adversely affect the health or safety of employees, the public or District property. However, such assignment shall not extend beyond the period of such condition or emergency.

Section 5.

Nothing herein shall be construed to affect in any manner whatsoever irregular workday or workweek assignments required for the maintenance of necessary operations.

Section 6.

Employees will perform their duties assigned by the District during their hours of work. Performance of duties does not include changing clothing, showering, or other personal clean up at the beginning or prior to the conclusion of the work shift or other activities which are not assigned by the District, except in situations where a supervisor determines that a shower and/or a change of uniforms is necessary for the health or safety of an employee.

The parties agree that each employee shall be at his work location prepared to perform his assigned duties at the beginning of his shift, shall continue to perform his assigned duties until the conclusion of his shift except for lunch periods and authorized breaks, and that any past practice generally referred to as “change and shower time” was discontinued July 1, 1977.

Section 7.

Employees classified as Power Equipment Operator II, Power Equipment Operator III, Senior Power Equipment Operator and employees classified in the classification used for the training class for power equipment operation, and who are assigned to operate power equipment in the District’s Landfill Operations are not eligible or otherwise entitled to coffee breaks or rest periods during their normal scheduled workday.

Employees in the following classes who are assigned to the District’s Solid Waste Management Department shall only take coffee breaks or rest periods in conjunction with their lunch period:

- Equipment Service Worker I, II
- Green Waste Operator I, II
- Grounds Maintenance Coordinator
- Grounds Maintenance Worker I, II
- Heavy Equipment Mechanic
- Heavy Equipment Mechanic Apprentice I, II
- Lead Grounds Maintenance Worker
- Lead Maintenance and Construction Worker
- Maintenance and Construction Worker I, II
- Motor Sweeper Operator
- Refuse Operations Helper
- Refuse Site Attendant
- Senior Grounds Maintenance Worker
- Senior Heavy Equipment Mechanic
- Senior Maintenance and Construction Worker

Senior Welder
Solid Waste Operations Coordinator
Truck Driver
Truck Driver Trainee
Water Truck Driver
Welder
Welder Apprentice I, II

The parties mutually recognize and agree to fully 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, sexual preference, national origin, political, religious, or union opinions or affiliations, including employee rights which are authorized by this Memorandum of Understanding or by law. Wherever 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.

In compliance with the District's Affirmative Action Program, the District will make a sincere effort to recruit in the minority communities for vacancies in Blue Collar Unit 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.

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 representatives may submit the matter to the Human Resources Manager. Provided the Human Resources Manager is available, safety suggestions will be reviewed and within five (5) business days after receipt of the suggestion the employee will be informed of

any recommended action necessary to correct the condition. The Human Resources Manager will keep the employee informed of progress until the condition is corrected.

Upon request by the Union, or in an emergency situation, the Human Resources Manager, or his designated representative, will respond or take corrective action within three (3) days. If the employee or SEIU Local 721 believes that the recommendation of 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 Service informs the District that they are making available a preventive service which they provide and which in their professional judgement they would recommend for groups of District's employees because of possible job related exposure, the District will post the information on District bulletin boards. The District will pay for this service for employees in such work environments, when the employees request the service. Employees will obtain the service on their own time except when the service is available only during working hours or when the District instructs employees to obtain the service.

When District's Management determines that, due to exposure to potential environmental hazards at District's work sites, it is appropriate to do so, employees may be required to have one test conducted per year to determine if acceptable levels of lead or other contaminants are exceeded.

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. An employee to whom such equipment is issued will wear or use the equipment when required and will be responsible for the equipment issued to him.

Section 9.

Supervisory personnel will conduct meetings with employees monthly or as needed to emphasize safety.

Section 10.

When an employee is injured at District’s work and an authorized District representative determines that the injured employee should not transport himself to an emergency medical facility, when available, a District’s vehicle will be used to transport an employee who is injured at District’s work for emergency treatment. When no District’s vehicle is available and an employee is transported in a privately owned vehicle, the owner of the privately owned vehicle will be reimbursed for the round trip to the location of the emergency treatment at the District’s auto mileage rate for such reimbursement. When it is determined that an employee’s industrial injury requires transportation by ambulance, ambulance transportation will be provided at no cost to the

injured employee. In the absence of an authorized District representative, decisions regarding the transportation of an apparently seriously injured employee may be made by other employees who are present and able to make the decision.

Section 11.

In order to provide a drug free work place consistent with the Drug Free Workplace Act of 1988 and in the interests of providing a safe work environment for employees, the District and SEIU Local 721 support the District's Alcohol and Drug Abuse Policy. The Alcohol and Drug Abuse Policy applicable to employees in this Unit can be found in Appendices A and B of this Memorandum of Understanding.

Section 1.

Where there is a demonstrated District's need for on-the-job training, Management will provide the opportunity for on-the-job training including temporary assignments to different work duties, responsibilities and locations for the purpose of training or providing experience for promotion. 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. 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. Management agrees to make information concerning new training programs available to SEIU Local 721 and employees in the Unit. Management will review and consult with SEIU Local 721 regarding proposals submitted by SEIU Local 721 for training programs. Nothing in the Transfers, Promotions or Working Out-of-Class Articles of this Memorandum of Understanding shall be construed as limiting Management's authority to accomplish the purposes of this Section.

Section 2.

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

Section 2.

“Transfer” means permanent change from a position to another vacant, authorized, permanent position at another District location or to another Department or Section at the same location. “Permanent position” means an authorized position in the District’s official Table of Organization which is anticipated to have a continuing duration of six (6) months or longer.

Section 3. Vacant Positions Advertised for Transfer

a. Except for employees in the Electrician and Instrument Technician class series, 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’s 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. The notice will give District’s employees in the same class 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. 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.

b. In selecting a qualified person for the vacancy, the following procedure will be utilized. All qualified applicants will be considered. If one 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. For the purpose of this Section, seniority will be based upon total continuous service in the District. In the event two (2) or more employees were hired on the same date, their seniority for transfer will be based on the seniority of each in the series of the District's classification plan in which the authorized vacancy exists. Employees whose overall rating is less than competent on their last evaluation may be selected for transfer only with mutual agreement of the affected supervisors and with an extension of the probationary period. During an employee's initial probationary period, an employee may transfer to a vacant position in the same class only if the employee's probationary period is extended. When an employee has been accepted for transfer, he will be notified as soon as possible of the effective date of the transfer.

c. Regarding the Electrician and Instrument Technician class series: (1) Annually, employees will be polled by their management to ascertain employee interest in laterally transferring to vacant authorized positions at other District facilities. A listing of employees desiring transfer will be maintained. When employees are transferred from the list, Management, upon request, will advise other employees on the list the reasons why they were not transferred; (2) Employees in positions at the Saugus, Valencia, Palmdale and Lancaster facilities will be subject to the transfer provisions of Sections 3a and 3b above.

Section 4. Administrative Transfer

Due to the operational needs of the District, when a work unit is to be transferred from one District location or facility to another location or facility, employees with the most seniority in the affected classifications at that location or facility will be given the first option of transferring to the location. In the event no employee with more seniority elects to be transferred, the employee with the least seniority in his classification at this location will be transferred to the new location or facility.

Section 5. Disciplinary Transfers

Transfer will not be made solely for the purpose of discipline against an employee unless the employee agrees to the transfer.

Section 6. Temporary Reassignments

When there is a need to reassign an employee on a temporary basis, not to exceed six (6) months, the District will reassign the qualified employee with the least seniority in the class from the location, Department or Section where the work load will permit, subject to the mileage provisions of Section 4 of Article 5, Special Pay Practices.

Section 1.

It is the policy of the District to promote District's 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 in a class and when there are District employees who are qualified to apply, the District will either: (1) conduct a selection process for the class for all qualified applicants; or (2) convert hourly employees who have performed comparable duties as an hourly employee for eighteen (18) months.

Section 2.

"Qualified applicants", for the purpose of this Article, are hourly District employees, who are currently employed and have been employed by the District for twelve (12) months or longer, or monthly District employees who apply to compete in a selection process and who meet the minimum requirements. Employees whose overall rating is less than competent on their last performance evaluation are not qualified applicants. "Eligibles" are qualified applicants who pass the selection process and any required tests and who possess any required license. In the event there are fewer than seven (7) qualified applicants for promotion or transfer or fewer than seven (7) eligibles following a 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.

Section 3.

When the District plans to fill permanent positions in this Unit by promotion, the District's Human Resources Manager will post a notice of such vacancy at each District 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. The notice of vacancy will include the names of the interviewers. In selecting an eligible person for the vacancy, the following procedures 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 experience, education and license requirements as stated in the class specifications, will be permitted to compete in the selection process. The selection process may consist of any measure or combination of measures of achievement, skill, experience, 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, a performance test or a review of the employee's personnel file. The measures will be designed to cover factors required for successful job performance, such as skills, knowledges and abilities. Candidates will be advised of the types of measures to be used and the relative weights of each measure on the posted notice of

vacancy. Each applicant will be rated on the same questions and/or tests when they apply for the same classification. Employees will be allowed to take an examination after three (3) months have elapsed from the prior administration of the same examination.

c. The selection interview boards for promotions will include at least two (2) management or supervisory employees selected by the District. If an employee objects to a proposed member of an interview board, SEIU Local 721 and the District will discuss substitution of the proposed interviewer prior to the closing date listed on the posting. The exercise of rights in Section 3c of Article 12, Promotions, will not delay a selection process in any manner.

d. The District's appointing officer will select from among the three eligibles with the highest final rating. If the two highest ranking applicants have equal qualifications on all of the factors and/or measures used to determine suitability for the vacant position, Management will promote the applicant with the most seniority in the District. Upon request by an eligible among the three eligibles with the highest ratings, the appointing officer will inform the eligible for the reason why he was not selected. Each applicant may contact the Human Resources Department to review their performance in the selection process. The review, to be conducted by a member of the interview panel or Human Resources Department staff, may consist of discussion designed to advise the applicant of any specific areas needing improvement. Where possible, sample questions will be provided to assist the employee.

e. 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 a period 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 will be returned to a position in his former class without loss in seniority in that class. By mutual agreement between the employee and the District, the employee may remain at his current work location by applying for a vacant position in another classification and successfully completing the applicable selection procedure.

f. In the event that there are seven (7) or fewer eligibles and the District determines it necessary to fill the vacant position by recruiting outside the District, SEIU Local 721 will be informed.

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

Section 1. Employee Organization Leave

SEIU Local 721 may have not more than two (2) employees in this Unit on leave of absence to accept employment with SEIU Local 721. However, the District reserves the right to deny a request for leave if the leave interferes with the operation of the District. To evaluate the interference with District operations, Management will take into consideration the uniqueness of the work performed by the employee, the size of the facility and class, and the need to perform public service.

The employee must have a minimum of one (1) year of continuous employment with the District. The requested leave shall only be granted if the reason for the leave is to conduct SEIU Local 721 business assisting another public jurisdiction or for other lawful purposes. The employee will be allowed time off without loss of salary and benefits not to exceed sixty (60) days per calendar year, to be used no more than thirty (30) days at a time in each half of the calendar year. SEIU Local 721 will reimburse the District for the salary and benefits paid to the employee during periods of absence due to Employee Organization Leave.

Section 2. 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 the employee's value to the District and evidence of acceptance by an accredited college, university or trade school.

Section 3. 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 4. 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 from 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 5. 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 six (6) months 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 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, shall be permitted to retain any mileage fees 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, jury duty pay 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 day, forty-hour, Monday through Friday, day-shift schedule.

“Personnel file” when used in this Memorandum of Understanding means the District’s personnel file for an employee which is prepared by District 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 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. Such written warnings may be removed from the employee’s personnel file after one (1) year with the written approval of the employee’s supervisor and Department Head.

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 Department.

Section 1. Discharge, Demotion, Suspension

The District retains the right to terminate the employment of new employees who have not completed their initial six (6) months of probationary employment without cause of any kind and without providing due process.

Except as above, it is the right of the District to discharge, demote and suspend employees for just cause. Prior to discharging, demoting or suspending an employee five (5) days or more, whenever practicable, the District will first advise the employee in writing of the intent to take such disciplinary action and the reasons for the intended disciplinary action. Except as above, the District will not discharge, demote or suspend an employee except for just cause, and whenever practicable, will inform the employee prior to or at the time of the disciplinary action.

Section 2. Voluntary Demotions

An employee who, as a result of a voluntary demotion, would receive a reduction in salary, will be advanced one (1) step for every two (2) years of competent District service not to exceed step four (4) of the salary range of the classification to which the employee is demoting.

Section 3. In Lieu of Layoff and Layoff

a. The District agrees not to contract out work of the employees in the Blue 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 lay off District employees, whenever possible the District will inform the employees involved at least thirty (30) days prior to the effective date of the layoff and meet and consult with SEIU Local 721 on the impact of such site closure. 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 classification or (2) demote to authorized positions in lower classifications in the same class series, where the employee possesses the specialized skills of the position, or (3) demote to authorized positions in lower classifications if they have formerly worked for the District in the lower class recognizing the fact that this may result in the layoff of employees. Seniority for transfer and demotion in lieu of layoff will be determined by length of service with the District in the classifications, including service in a higher level class in the same class series, from which the employee is transferring or demoting.

Management will reassign or transfer affected employees to vacant authorized positions in this Unit for which they qualify or will train affected employees for other vacant authorized positions in this Unit for which they qualify in order to retain their services. Employees transferred to such vacant positions will be required to pass a six (6) month probationary period in their new assignment for retention as a District employee.

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 or released from duty will be employees working for temporary agencies performing comparable duties and those employees with temporary or hourly 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.

b. In the event 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.

c. When the District combines classifications, work duties or job functions in an effort to achieve greater efficiencies, District employees will be offered training. Employees must demonstrate proficiency in the new or combined class on an objective test.

District employees who do not qualify for the new or combined class will be retained in their current classifications. The current classification will be designated as dormant and will be abolished on July 1 of the year following the year in which the classification was designated as dormant. The dormant classifications will not receive

any cost of living adjustments. Employees will be retained in their dormant classification until they become proficient in the new or combined classification or until July 1 of the following year. Employees who do not become proficient by July 1 of the following year will be given the opportunity to demote to vacant positions which have been approved for filling in a lower classification if they have formerly worked for the District in the lower classification or be placed in vacant positions in this Unit which have been approved for filling for which they qualify.

Section 4. Recall

When a vacancy occurs in a class from which employees have been laid off, or transferred or demoted in lieu of layoff, within two (2) years 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, (4) qualified, temporary status employees in order of seniority, then (5) hourly employees. Recall will be according to District seniority within each group.

The District will provide three (3) uniform changes per week for employees in all classes in the Unit except those classes listed below:

FIVE (5) UNIFORM CHANGES PER WEEK

- Senior Power Equipment Operator
- Power Equipment Operator II, III
- Power Equipment Operator Trainee
- Lead Maintenance & Construction Worker (Sewerage)
- Senior Maintenance & Construction Worker (Sewerage)
- Maintenance & Construction Worker I, II, (Sewerage)
- Lead Diesel Equipment Operator
- Diesel Equipment Operator
- Diesel Equipment Operator Trainee
- Lead Stationary Mechanic
- Senior Stationary Mechanic
- Stationary Mechanic
- Stationary Mechanic Apprentice I, II

THREE (3) UNIFORM AND FIVE (5) COVERALL CHANGES PER WEEK

- Lead Diesel Equipment Mechanic
- Senior Diesel Equipment Mechanic
- Diesel Equipment Mechanic Apprentice I, II
- Heavy Equipment Mechanic
- Heavy Equipment Mechanic Apprentice I, II
- Welder
- Welder Apprentice I, II
- Equipment Service Worker

The District will provide a set of coveralls upon an employee's request, not to exceed one (1) set of coveralls in a workday, when an employee's supervisor determines that the employee's assignment warrants the wearing of such protective clothing.

When an employee is assigned the duties of a class which would entitle him to a more frequent uniform change, he will receive the number of uniforms per week specified for that class.

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 five percent (5%) of the overpayment will be taken twice monthly 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 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 Management will take every reasonable measure to insure the full payment to the employee as soon as possible, but in no event longer than four (4) business days from the date the employee notifies the Human Resources Department.

Section 1. Definition

For the purpose of this Article, a classification study is a study by the District's 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

Once every two (2) years, a request for a classification study by an employee who believes his position is misclassified can be submitted in writing to the District's Human Resources Manager with a completed copy of a Human Resources Department Classification Questionnaire.

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

The District's Human Resources Manager will conduct a study and report the findings in writing to the employee within four (4) months except that studies involving fewer than three positions will be completed within three (3) months. These time periods may be extended by mutual agreement of the parties. The District's 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 required to implement the findings of the study.

Section 1. Definition and Intent

For the purpose of this Article, an out-of-class assignment is the full-time performance of the significant duties and responsibilities of an authorized position in one classification by an employee in a position in another classification. It is not an out-of-class assignment when an employee substitutes for his designated supervisor except when he substitutes for more than twenty-five (25) consecutive working days. 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 2. Procedure for Submitting Request

When an employee or a supervisor believes he or a subordinate employee has worked in an out-of-class assignment for longer than eight (8) working days he may request appointment to the higher classification, in writing, to the Human Resources Department.

An employee who submits such a request because he believes that he is performing the duties and responsibilities of another District's classification, will identify that class on a form available from the Human Resources Department and state in writing that he believes he has performed the significant duties and responsibilities of a position in that class for longer than eight (8) working days. The request must be submitted to the Human Resources Department within six (6) months of the alleged working out-of-class assignment.

The District's Human Resources Manager will review the request and determine whether a notice of vacancy should be posted.

Section 3. Procedure for Review of Request

When an employee or supervisor has properly filed such a request, the Human Resources Department will review the request within two (2) months. If it has been determined that the employee has been working out-of-class:

- a. for eight (8) working days, he will be paid at the rate of the higher class effective the ninth day and for each day the employee works out-of-class;
or
- b. when substituting for his supervisor for twenty-five (25) consecutive working days, he will be paid at the rate of the higher class effective the 26th day and for each day the employee works out-of-class. The employee will be paid working out-of-class pay until Management (1) appoints the employee to a position of the higher class, subject to the District's selection procedures, or (2) until the employee returns to an assignment within his current classification.

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 employee or employees who may submit or be involved in a grievance.

Section 2. Definition

- a. “Employee” means either 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 or 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. The employee will discuss the complaint with the immediate supervisor in a sincere effort to resolve the complaint prior to filing a written grievance.

d. 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 any 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 or just cause for delay.

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 a grievance meeting, both employee and Management will give due consideration to the duties each has in the essential operation of the District. No employee shall lose his rights because of Management imposed limitations in scheduling meetings. When an employee has indicated a SEIU Local 721 Representative is to represent the employee, the District will advise the Representative of the time, place and location of the grievance meeting.

c. Only a person selected by the employee and made known to Management at least one (1) 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 grievances 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's 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, the District will send a copy of the response resulting from the grievance hearing to SEIU Local 721.

i. Only District 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 overtime.

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

Section 6. Procedure

Step 1. Middle Management

a. Within twelve (12) business days from the occurrence of the matter on which a complaint is based, or within twelve (12) business days from his knowledge of such occurrence, or within twelve (12) business days of discussing the complaint with the immediate supervisor, an employee may file a written grievance. Three (3) 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 (1) copy to the Human Resources Department, one (1) copy to his immediate supervisor and retain the third copy. The District's hearing officer will discuss the grievance with the employee and his representative within five (5) business days.

b. Within ten (10) business days after meeting with the employee, the hearing officer will give his decision in writing to the employee.

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 pursuant to Section 7 of this Article.

d. If the Chief Engineer and General Manager or his designated representative fails to reply within the time limits specified, SEIU Local 721 may submit the grievance 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 herein.

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 and suspensions for more than one (1) day may be submitted to arbitration hereunder. In no event shall such arbitration extend to the interpretation, application, merits or legality of any federal and state laws and regulations and current District's laws unless the arbitrator, in his discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted.

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 the 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, the parties will attempt to 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 mutual agreement or by the alternate striking of 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 other than District's employees, transcripts, and similar costs incurred by the parties during such arbitration will be the responsibility of the individual party involved.

g. Prior to the hearing by an arbitrator, a representative of the District and a representative of SEIU Local 721 will 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 such party's submission statement.

h. The decision of an arbitrator in arbitration which involves the discharge, disciplinary demotion or suspension for more than one (1) day of a permanent full-time employee shall be binding on both parties and any employee 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.

In order to provide an effective procedure whereby disagreements between SEIU Local 721 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the Unit may be effectively resolved, the following procedures are agreed upon:

1. SEIU Local 721

- a. Where SEIU Local 721 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, within thirteen (13) business days from the occurrence of the matter on which the complaint is based or within thirteen (13) business days of SEIU Local 721's knowledge of such occurrence, SEIU Local 721 may request in writing with four (4) copies to the District's Human Resources Manager that a meeting be held with the authorized representatives of the District who have authority to make effective recommendations for such resolution of the matter. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought. Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.
- b. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, SEIU Local 721 shall have the right to meet

the principal representative(s) of the District who have the authority to resolve the matter. For the purposes of this provision Management's principal representative(s) shall mean the Chief Engineer and General Manager and/or his designated representatives who have authority to resolve the matter. Except by mutual agreement, persons who represented the District at the first step meeting will not be designated to represent the District at the second step.

- c. Within ten (10) business days after the meeting, Management's principal representative shall respond to SEIU Local 721 in writing setting forth Management's decision including the reasons.
- d. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, the disagreement may be submitted to arbitration in accordance with the appropriate provisions of Article 22, Grievance Procedure, Section 7, Arbitration.

2. Management

- a. Where Management has reason to believe that SEIU Local 721 is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, within ten (10) business days from the occurrence of the matter on which the complaint is based or within ten (10) business days of Management's knowledge of such occurrence, Management may request in writing with four (4) copies to SEIU Local 721's Manager that a meeting be held with the authorized representatives of

SEIU Local 721 who have authority to make effective recommendations for resolution of the matter. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought. Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- b. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, Management shall have the right to meet with the principal representative(s) of SEIU Local 721 who have the authority to resolve the matter. For the purpose of this provision, SEIU Local 721's representative(s) shall mean the Manager and/or his designated representatives who have authority to resolve the matter. Except by mutual agreement, persons who represented SEIU Local 721 at the first step meeting will not be designated to represent SEIU Local 721 at the second step.
- c. Within ten (10) business days after the meeting, SEIU Local 721's principal representative shall respond to Management in writing setting forth SEIU Local 721's decision including the reasons.
- d. Within ten (10) business days from receipt of SEIU Local 721's written decision, if the matter is not satisfactorily resolved, the disagreement may be submitted to arbitration in accordance with the appropriate provisions of Article 22, Grievance Procedure, Section 7, Arbitration.

Any of the time limits established in this Article may be waived or extended by mutual agreement confirmed in writing.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 22 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreement arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedure set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 22 hereof.

It is agreed and understood by the parties to this Memorandum of Understanding, that there may be up to one (1) Chief Steward and one (1) Lead Steward on each shift at each District location that employs Blue Collar Unit employees. In addition, the Joint Water Pollution Control Plant may have four (4) trained and certified stewards for the day shift. SEIU Local 721's Steward Council will select the Chief and Lead Stewards from those stewards who are trained and certified to hold these positions. SEIU Local 721 will not appoint an employee as a steward or alternate steward during an employee's initial probationary period or while an employee has been rated as Needs Improvement or Unsatisfactory on his most recent employee evaluation. SEIU Local 721 will provide the District's Human Resources Manager with a list of the names of employees selected as Chief and Lead Stewards. The list shall be kept current by SEIU Local 721.

After an employee has discussed his complaint with his immediate supervisor in a sincere effort to resolve the complaint, a Chief Steward or, in the Chief Steward's absence, a Lead Steward, may spend a reasonable amount of time, not to exceed sixty (60) minutes, to promptly and expeditiously investigate, attempt to resolve and/or assist the employee in preparing and processing his grievance without loss of pay and benefits of any kind. SEIU Local 721 agrees, whenever processing of grievances is to be transacted, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized, recognizing that stewards must not use District time to represent grievants in grievance hearings.

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 to leave his work location or for an employee to meet with the 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 7, Work Schedules, Section 4, Management will not transfer a steward to a different work location without approval of the steward or SEIU Local 721 unless there no longer is work for the steward in his classification at his work location.

Management will furnish adequate bulletin board space to SEIU Local 721 at work locations where employees represented by SEIU Local 721 work. Such bulletin board space will be accessible to all employees.

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

- a. SEIU Local 721 recreational, social and/or related news bulletins;
- b. Scheduled SEIU Local 721 meetings;
- c. Information concerning SEIU Local 721 elections or the results thereof;
- d. Reports of official business of SEIU Local 721 including newsletters, reports of SEIU Local 721 committees or the SEIU Local 721 Board of Directors; and
- e. Any other written material which first has been approved by the District's Human Resources Manager or her designated representative.

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 libelous to the District, or its employees.

A copy of all postings will be submitted to the District's Human Resources Manager or her designated representative for her information prior to or as soon as it is posted.

It is agreed that SEIU Local 721 dues and such other deductions as may be properly requested and lawfully permitted, except for fines and special assessments, shall 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 shall 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 canceled.

Authorized SEIU Local 721 staff representatives will be given access to work locations during working hours solely for the purpose of conducting investigations of and processing of grievances, observing working conditions, posting bulletins on bulletin boards, and all related matters. A SEIU Local 721 representative desiring access to a work location hereunder 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.

Twice annually, upon request, Management will provide SEIU Local 721 with a list of the names of all employees in the Unit on magnetic tape. Monthly, upon request, Management will notify SEIU Local 721 of any new hires and terminations in the Unit in writing.

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

SEIU Local 721 has been recognized by the County Sanitation District as the exclusive representative for employees in your Unit. You may request membership from first date of hire. SEIU Local 721 has the exclusive right to represent you in negotiations 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.

SEIU Local 721, CTW, CLC
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 spokesperson 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 or most of the Blue Collar employees in one or more of the following organizational units:

- a. Solid Waste Management Department;
- b. Treatment Plant Operations Section;
- c. Sewer System Maintenance Section;
- d. Treatment Plant Maintenance Section; or
- e. Power Plants

When the subject of a meeting involves both the Sewerage and Solid Waste Management Departments, two (2) employee representatives, one from each department, may attend the meeting without loss of pay.

The name of the employee(s) so designated will be provided in writing by SEIU Local 721 to Management. SEIU Local 721 agrees that the employee(s) designated shall not log nor be entitled to overtime for the time spent pursuing activities allowed under this Article.

Upon request, a committee comprised of three (3) Blue Collar Unit employees, one (1) SEIU Local 721, a representative and at least one (1) District manager, will meet as needed but no more frequently than four times a year, to discuss issues related to the Blue Collar Unit.

Upon request by SEIU Local 721, a representative of the Districts and SEIU Local 721 and three (3) District employees from the Blue Collar Unit will meet to discuss changes in Worker's Compensation laws.

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 Collective Committee for determination, neither SEIU Local 721 nor Management, nor their authorized representatives, will appear before the Boards of Directors or work with members of the Boards 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 Collective Committee nor meeting with individual members of the Boards 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 resolutions necessary to implement this Memorandum of Understanding.

Section 1. Full Understanding

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.

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

Section 2. Modifications

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 negotiate 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 negotiate the matter of compliance with such law.

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 at a work location, 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 negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the wages, hours, and other terms and conditions of employment of the employees in the Unit.

If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, or if an impasse is reached in the negotiations, such impasse may be submitted by either party to fact-finding.

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

Section 3. Waiver

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 negotiate with respect to any matter covered herein or with respect to any other matters during the term of this Memorandum of Understanding.

Article 31

FULL UNDERSTANDING, MODIFICATIONS, WAIVER

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 District No. 2 Board of Directors.

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 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}.

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 provision 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 provision shall be suspended and superseded by such applicable laws or regulations and the remainder of this Memorandum of Understanding shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

SEIU Local 721

COUNTY SANITATION DISTRICTS
OF LOS ANGELES COUNTY

APPENDIX A

COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY

ALCOHOL AND DRUG ABUSE POLICY

EFFECTIVE JULY 1, 1997

I. Purpose and Scope

- A. The purpose of this policy is to amend the current Districts' standards and procedures for dealing with employee alcohol and drug abuse.
- B. Alcohol and drug abuse may pose safety and health risks to the user and others, have a negative impact on work efficiency and result in danger to or loss or damage to equipment, property and lives.
- C. In order to provide a safe, healthful and efficient work environment, the Districts require its employees to report for work fit to perform their job duties.
- D. Refer to Appendix B of this policy for the drug and alcohol testing requirements for District employees subject to the United States Department of Transportation and United States Coast Guard regulations.
- E. To this end the Districts have established the following amended policies and procedures to assist in dealing with employee alcohol and drug abuse.

II. Definitions

- A. "Alcohol" means beer, wine and all forms of distilled liquor containing ethyl alcohol. References to use or possession of alcohol include use or possession of any beverage, mixture or preparation containing ethyl alcohol.
- B. "Drug" means any substance, other than alcohol, that has known mind or function-altering effects on a person, specifically including psychoactive substances and including, but not limited to, substances prohibited or controlled by California and federal controlled substance laws, excluding drugs prescribed by a physician or purchased over-the-counter.

- C. “Drug and/or Alcohol Testing” is a two step process. The initial screening is performed by immunoassay testing. The confirming test will be performed by gas chromatograph/mass spectrometry.
- D. “Observer” is a person who notices or perceives a behavioral, physical or mental characteristic which leads the person to believe an employee is under the influence or impaired by drugs and/or alcohol.
- E. “Possess” means to have on one’s person or in one’s personal effects or under one’s control.
- F. “Under the influence” or “impaired” means that an employee is affected by a drug or alcohol or the combination of a drug and alcohol. The symptoms of influence and/or impairment are not confined to those consistent with misbehavior, nor to obvious impairment of physical or mental ability such as slurred speech or difficulty in maintaining balance. A determination of use, influence and/or impairment can be established by a professional opinion, urine, blood or any other commonly used scientific valid tests, or in some cases, by a lay person’s opinion.

III. Types of Testing

A. Pre-employment Testing

The Districts will test job applicants as part of the preemployment medical examination in order to identify those applicants whose current use of drugs could interfere with their prospective job performance.

1. All applications for employment will contain a statement advising applicants that the selection procedure includes taking and passing a pre-employment medical examination, which includes testing for the presence of drugs.
2. Applicants who are referred for a pre-employment examination will be required to sign consent forms authorizing the substance screening test and the release of the test results to the Districts.
3. Any applicant who refuses to sign the consent form or to submit to testing will not be further considered for employment.
4. Test results are confidential and will not be released except to appropriate Districts’ personnel, the applicant upon request, or pursuant to a court order.

5. Testing will be conducted using either a urine or blood sample.
6. The confirming test will be done using gas chromatograph/mass spectrometry.
7. Screening test analysis on the first aliquot of the sample to be tested which results in a positive indication of the presence of drugs will automatically require a confirming analysis on a second aliquot.
8. Where the analysis of the second aliquot results in an indication of the presence of a drug, the applicant will not be considered for employment.
9. Applicants who are taking medication prescribed by a physician will have so indicated on the examination form and any positive indications related to the presence of that medication will not prohibit employment, if the applicant's physical condition would not otherwise prevent employment.

B. Reasonable Suspicion Testing

1. When observers have reason to believe an employee is under the influence of drugs or alcohol, the employee will be subject to drug or alcohol testing. The basis for reasonable suspicion testing must be documented by the use of the Observer's Report Form.
2. Any employee who refuses to cooperate in any aspect of the implementation and enforcement of this policy, including the drug and alcohol testing process described in this policy, shall be subject to discipline as provided in Section IV B of this policy.
3. Test results are confidential and will not be released except to appropriate Districts' personnel.
4. An employee taken for a drug test may be relieved of work duties for the remainder of the work shift.
5. Testing will be conducted using a urine and/or blood sample.
6. Screening test analysis on the first aliquot of the sample to be tested which results in a positive indication of the presence of drugs or alcohol will automatically be subject to a confirming analysis on a second aliquot.

C. Post Accident Testing

Tests for the presence of alcohol and drugs will be conducted on an employee involved in a fatal accident or a vehicular accident or an industrial injury accident which requires treatment by a physician.

IV. Coverage, Consent and Consequences

A. Any employee who performs services for the Districts on or after the effective date of this policy shall be covered by this policy and shall be deemed to have consented to testing as required by this policy and consent is implied by the performance of such services.

B. Any employee who is found to be under the influence of a drug or alcohol during working hours or while conducting Districts' business or who refuses to cooperate in any aspect of implementation and enforcement of this policy, or who is in possession of drug paraphernalia or possession of alcohol or drugs on District property is in violation of this policy shall be subject to disciplinary action.

1. The first offense will result in the employee being placed on a Plan of Improvement not to exceed six (6) months which provides for periodic, random testing and a one day disciplinary suspension.

2. A second incident of being in violation of this policy will result in the employee being continued on a Plan of Improvement which provides for periodic random testing and a ten day disciplinary suspension.

3. A third incident of being in violation of this policy will result in termination of Districts' employment if all incidents occur within a five (5) year period of time.

C. Employees will be strongly encouraged to avail themselves of the Employee Assistance Program before disciplinary action is taken.

V. Alcohol and Drug Possession and Use Prohibited

A. The Districts prohibit the unlawful use, possession, transportation, manufacture, distribution, dispensation, promotion, or sale of drugs, drug paraphernalia, simulated or designer drugs while assigned to perform services for the Districts or while on Districts' property, including Districts' parking lots and vehicles.

- B. No employee may report for work or remain on duty while under the influence of alcohol or drugs or other substance which affects or has the potential of affecting work performance alertness, coordination, response time, or the safety of the employee or others.

VI. Employee Substance Abuse Test

- A. In order to assure compliance with the Districts' policy concerning alcohol and drug use and as a condition of employment, employees are required to cooperate in drug and/or alcohol substance abuse testing procedures. Such tests will be administered upon reasonable suspicion, as determined by a supervisor or designated employee after completion of the Observer's Report Form, after consultation with the Human Resources Manager or designated representative, that an employee is currently under the influence of or impaired by drugs and/or alcohol. The employee who is believed to be under the influence of or impaired by drugs and/or alcohol will be transported by the Districts to the medical facility which will collect the blood or urine sample.
- B. Tests shall be accomplished through analysis of a urine and/or blood sample. The sample will be tested for the presence of drugs and/or alcohol. The Districts will cause the sample obtained to be identified and tested by a laboratory for the presence of drugs and/or alcohol.
- C. The Districts will notify the employee in writing of the results of any test that is positive for any substance tested for under the procedure. In the case of a positive result, the District will provide the employee with an opportunity to explain the presence of the identified substance prior to taking any disciplinary action.

VII. Reporting Requirements - Use of Prescription and/or Over-the-Counter Drugs

- A. Any employee who is using a prescribed or over-the-counter drug (e.g., muscle relaxants, pain medication, antidepressants) and has reason to believe or feels that the use of any such medication may affect his or her ability to perform his or her job duties safely and/or efficiently is required to report such drug use to his or her supervisor. The Districts retain the right to have the employee submit a statement from a physician regarding his or her ability to work.
- B. Any supervisor who has been informed by an employee, or has reason to believe that an employee is using a prescribed or over-the-counter drug that may affect the employee's ability to perform his or her job duties safely

and/or efficiently shall report such information to the Human Resources Manager who in turn may consult with appropriate managers, the treating medical practitioner or a physician designated by the District. Information concerning an employee's use of prescribed drugs shall be considered confidential.

- C. In those circumstances where the use of a prescribed or over-the-counter drug is inconsistent with the safe and efficient performance of duties, an employee may be required to take sick leave, a leave of absence, or be subject to other action determined to be appropriate by the Human Resources Manager or his designated representative.

VIII. Relationship of Alcohol and Drug Abuse Policy to Employee Assistance Program

- A. The Districts' Employee Assistance Program provides help to employees who have alcohol, drug, personal or emotional problems. Employees are encouraged to seek assistance from the Employee Assistance Program before alcohol and drug problems lead to disciplinary action.
 - 1. If an employee voluntarily identifies himself as a user of a controlled substance or an abuser of alcohol, the Districts will not initiate disciplinary action for one week while the employee locates, enrolls or participates in a detoxification, rehabilitation program or counseling through an approved treatment program.
 - 2. Upon completion of the approved treatment program the employee must provide results of a drug and/or alcohol test demonstrating that the employee is drug and alcohol free.
- B. Once a violation of this policy occurs, subsequent usage of the Employee Assistance Program on a voluntary basis will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action.
- C. Accordingly, the purposes and practices of this policy and the Employee Assistance Program are not in conflict and are distinctly separate in their applications.

OBSERVER'S REPORT FORM

The observer should use this checklist when an employee is being referred for medical evaluation for possible drug or alcohol use.

Employee Name _____

Work Site _____

Date and Time of Observation _____

Location of Observation _____

Check the best descriptors that apply to the employee's physical characteristics and/or behavior. Briefly describe in the Remarks Section what the employee said or did that initially led you to believe the employee should undergo evaluation. Leave blank those factors which do not apply to the employee's conditions.

ACCIDENT Yes No Time _____ Location _____

Describe _____

BEHAVIORAL - Abnormal to the employee's typical behavioral patterns

Overactive or boisterous
Quick tempered
Exerts violent behavior
Lethargic
Fighting
Agitated or restless
Inappropriate laughter

Crying
Non-reactionary
Obsessive behavior
Exerts physical violence on self,
others and/or property
Other: _____

PHYSICAL - Abnormal to the person's typical physical patterns

Slurred speech	Abnormal appearance
Bouncing of eyes	Discoloration of skin
Dilated or restricted pupils	Physically partakes of drugs or has paraphernalia on person
Stumbling, tripping or staggering	Odor of alcohol
Shakes or trembles	Bloodshot eyes
Abnormally poor eye-hand coordination	Other: _____
Talks faster than normal or rambles	_____
Vomiting	_____
Asleep	

MENTAL - Abnormal to the person's typical mental thought patterns

Unable to perform simple routine tasks	Other: _____
Confused or not understandable	_____
Withdrawn	_____

REMARKS: What first led you to believe that this employee should have a medical evaluation?

Observer's Signature

Date/Time

Observer's Signature

Date/Time

Alcohol and Drug Testing Thresholds

Substance	Initial Screening Immunoassay Testing	Confirming Test Gas Chromatograph/Mass Spectrometry
Amphetamines/ Methamphetamines	1,000 NG/ML	500 NG/ML
Cocaine	300 NG/ML	150 NG/ML
Marijuana	100 NG/ML	15 NG/ML
Phencyclidine (PCP)	25 NG/ML	25 NG/ML
Opiates Morphine Codeine	300 NG/ML 300 NG/ML	300 NG/ML 300 NG/ML
Alcohol	.08% blood level	- - -

Alcohol & Drug Testing Thresholds for Employees in Safety Sensitive Positions

Substance	Initial Screening Immunoassay Testing	Confirming Test Gas Chromatograph/Mass Spectrometry
Amphetamines/ Methamphetamines	1000 NG/ML	500 NG/ML
Cocaine	300 NG/ML	150 NG/ML
Marijuana	50 NG/ML	15 NG/ML
Phencyclidine (PCP)	25 NG/ML	25 NG/ML
Opiates Morphine Codeine	300 NG/ML 300 NG/ML	300 NG/ML 300 NG/ML
Alcohol	≥ .02: Placed off duty for 24 hours Confirming Test Required ≥ .04: Positive results in discipline and may require rehabilitation	

Date: _____

MEMO TO: _____

FROM: _____

SUBJECT: Refusal of Offer of Transportation

Your supervisor has determined that you are unfit to continue to work and you are being asked to return home. To ensure your safety and the safety of others, the Districts will provide you with a ride or transportation to your home. The offer of transportation was made at _____ a.m./p.m. on _____.

You have indicated that you are refusing to accept the Districts' offer of transportation. If you continue to refuse, you do so at your own risk and the Districts will not be held responsible for your actions.

Witness' Signature

Witness' Signature

APPENDIX B
COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY
ALCOHOL AND DRUG ABUSE POLICY

I. Purpose and Scope

- A. Pursuant to Omnibus Transportation Employee Testing Act of 1991, the United States Department of Transportation (DOT) and the United States Coast Guard have been directed to strengthen efforts for detection of alcohol and drug abuse by employees engaged in safety-sensitive positions in land, sea and air transportation.
- B. The DOT regulations cover Districts employees who operate commercial motor vehicles. Therefore, employees whose positions require them to have a Class A or Class B driver's license are covered by these regulations.
- C. The DOT regulations also cover Districts employees whose positions require them to operate marine vessels on the seas.

II. Definitions

- A. "Blood Alcohol Concentration" (BAC) means the number which expresses the level of alcohol in the bloodstream. In this document, BAC is expressed as a percentage.
- B. "Blood Alcohol Technician" (BAT) means a person who is trained and qualified to administer tests for the presence of alcohol using an EBT.
- C. "Commercial Drivers License" (CDL) means a Class A or Class B driver's license issued by the State of California as used in this policy.
- D. "Commercial Motor Vehicle" (CMV) means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle: (1) has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or (2) has a gross vehicle weight rating of 26,001 or more pounds; or (3) is designed to transport 16 or more passengers, including the driver; or (4) is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations of 49 CFR 172 (F).
- E. "Covered Employee" means any person who operates equipment requiring a CDL while driving on public streets. This includes an applicant for employment in the covered classifications.

- F. “Evidential Breath Testing” (EBT) means testing for the presence of alcohol in an individual’s system so as to meet certain standards of evidence. It is also used to describe devices which measure the concentration of alcohol in a person’s breath. An EBT can produce a printed record of the test result.
- G. “Safety-sensitive functions” are: (1) all time at a plant, facility, or Districts property waiting to be dispatched, unless the driver has been relieved from duty by the Districts; (2) all time spent at the driving controls of a commercial vehicle; and (3) all time spent performing the driver requirements associated with an accident.
- H. “Safety-sensitive transportation position” means any position which includes the duties of driving or operating a CMV which requires the possession of a CDL or duties operating a marine vessel which requires a U.S. Coast Guard ocean operator’s license. Such position may be designated as full-time, part-time, permanent or temporary.
- I. “Substance abuse” means alcohol or drug usage, other than that prescribed by a physician for treatment of a medical condition, which is detectable by the testing methods described herein and which causes a positive result. An individual does not have to be demonstrably “under the influence of” or “impaired” by alcohol or drugs to be in violation of this policy.

III. Alcohol Regulation and Drug Use Prohibition

- A. No employee who performs safety-sensitive transportation functions is permitted to have a BAC exceeding .02% while on duty. Such employees may not use alcohol for a minimum of four (4) hours before performing transportation duties. A confirmed positive test for the presence of alcohol exceeding .02% BAC, whether performed at the request of the Districts or as the result of a law enforcement procedure, will be considered to be a violation of this policy.
- B. No employee who performs safety-sensitive transportation functions is permitted to use illegal drugs, whether on or off duty. A confirmed positive test for the presence of drugs, whether performed at the request of the Districts or as the result of a law enforcement procedure, will be considered to be a violation of this policy.
- C. No employee who performs safety-sensitive transportation functions is permitted to perform their transportation duties while taking medications prescribed by a physician which may adversely affect their work performance.

- D. Employees who refuse or test positive for alcohol or drugs are subject to the procedures outlined in Section IV of the Districts Alcohol and Drug Abuse Policy.

IV. Testing Procedures and Results

- A. Employees occupying or assuming safety-sensitive transportation positions will be tested for the presence of alcohol and drugs under the following circumstances:
 1. Pre-placement: Tests for the presence of drugs will be conducted as part of the selection process. New employees, or current employees who will be promoted or transferred to a safety-sensitive transportation position, will be tested before assuming the safety-sensitive duties of the position.
 2. Reasonable Suspicion: Tests for the presence of alcohol and drugs will be conducted when an observer sees behavior or appearances which are characteristic of impairment due to alcohol or drug usage.
 3. Post-Accident: Tests for the presence of alcohol and drugs will be conducted on an employee after a vehicular accident, when the employee's performance could have contributed to the accident or any injury or fatality resulting from the accident, or a citation issued to the employee by a law enforcement officer at the time of the accident, will be evidence that the employee's performance could have contributed to the accident.
 4. Random: Tests for the presence of alcohol and drugs will be conducted on covered employees selected at random, on an unannounced basis. Testing will be unscheduled and will occur with unpredictable frequency. Testing will occur while the employee is involved in performing safety-sensitive functions.
 5. Return-to-duty: Tests for the presence of alcohol and drugs will be conducted on an employee who is returning to driving, operating or repair duties after a violation of this policy has caused the employee to be off work or restricted from performing their duties. The test results shall be negative before the employee is allowed to return to duty.
 6. Follow-up: Testing for the presence of alcohol and drugs will continue to be conducted on a covered employee who returns to driving, operating or repair duties after a violation of this policy. Follow-up tests will occur randomly, at least six (6) times during the twelve (12) months following return to duty. Testing may occur for up to sixty (60) months following return to duty.

- B. Employees occupying or assuming safety-sensitive transportation positions will be tested for the presence of drugs using screening and confirming tests of urine specimens, according to the procedures specified in the Districts Alcohol and Drug Abuse Policy.
- C. Employees occupying or assuming safety-sensitive transportation positions will be tested for the presence of alcohol using the following procedures:
 - 1. Testing for the presence of alcohol will be performed using EBT devices approved by the National Highway Traffic Safety Administration.
 - 2. A screening test for alcohol will be conducted, and any result of less than .02% BAC will be considered a negative test. Any result of .02% BAC or greater shall require a second, confirming test.
 - 3. A confirming test will be conducted within thirty (30) minutes of the screening test. A result of .02% BAC or higher is considered to be a positive result.
- D. Positive results from tests conducted to detect the presence of alcohol and drugs will cause the following actions to be taken by the Districts:
 - 1. A result of at least .02% BAC but less than .039% from the confirming test for alcohol is cause to prohibit an employee from performing driving, operating or repair duties for a minimum of 24 hours after the test is administered.
 - 2. A result of .04% or higher from the confirming test for the presence of alcohol is cause to prohibit a covered employee from performing driving, operating or repair duties until the employee is evaluated for possible rehabilitation before returning to duty. If required, the employee must complete the rehabilitation program, be evaluated by a substance abuse professional as to the success of any required rehabilitation, and undergo a return-to-duty test with a verified negative result.
 - 3. Any positive result on the confirming test for the presence of drugs is cause to prohibit a covered employee from performing driving, operating, or repair duties until the employee is evaluated for possible rehabilitation before returning to duty. If required, the employee must complete the rehabilitation program, be evaluated by a substance abuse professional as to the success of any required rehabilitation, and undergo a return-to-duty test with a verified negative result.

V. Coverage and Consent

- A. This policy will cover any Districts employee whose classification requires possession of a CDL, and who performs driving or operating duties or operating a marine vessel requiring a U.S. Coast Guard ocean operator's license, after the effective date of this policy. A list of covered positions is available from the Human Resources Department.
- B. Employees who perform such services for the Districts will be deemed to have consented to testing as required by this policy, and consent is implied by the performance of such services.
- C. Employees in safety-sensitive positions are covered by both the Districts Alcohol and Drug Abuse Policy and Appendix B.

VI. Pre-Placement Testing and Results

Applicants, including current Districts employees, who participate in a selection process for a safety-sensitive transportation position will be required to undergo testing for the presence of drugs as part of the pre-employment medical examination. The procedures for this testing are specified in the Districts Alcohol and Drug Abuse Policy.

VII. Reporting Requirements - Use of Prescription and/or Over The Counter Drugs

- A. Prescription drug use or over the counter drug use must be reported to the covered employee's supervisor. A supervisor who is told by an employee, or otherwise has reason to believe, that the employee is using prescription drugs which might adversely affect the employee's performance, must report the situation to management.
- B. Covered employees who are taking medications prescribed by a physician will be prohibited from driving, operating or repairing CMVs unless the prescribing physician has informed the employee that taking the medication does not adversely affect the employee's ability to drive, operate or repair CMVs.

Date: _____

MEMO TO: _____

FROM: _____

SUBJECT: Alcohol and/or Drug Testing

You are directed to undergo testing for the presence of alcohol and/or drugs. Testing for the presence of alcohol and/or drugs will be accomplished through analysis of a blood or urine specimen, collected at a facility determined by the Districts. The Districts will notify you in writing of any test result which is positive for alcohol and/or drugs.

Refusal to undergo such testing will result in an automatic one-day suspension for the first refusal, a ten-day suspension for the second refusal, and termination from Districts service for any subsequent refusal within a five year period of time as specified in Section IV of the Districts' Alcohol and Drug Abuse Policy.

EMPLOYEE RESPONSE

Check one:

- ~ I have read and understand the above memo. I agree to undergo testing for alcohol and/or drugs as defined in the Districts Alcohol and Drug Abuse Policy.
- ~ I refuse to undergo alcohol and/or drug testing as required by Districts policy.

Employee's Signature

Date

OBSERVERS' ACKNOWLEDGMENT

The above named employee has refused to undergo alcohol and/or drug testing as directed and has refused to sign this form acknowledging his understanding of the memo's contents and of his refusal.

Observers' Signature

Date

Observers' Signature

Date

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

SEIU Local 721

COUNTY SANITATION DISTRICTS
OF LOS ANGELES COUNTY

Mr. D. D.

Tom M. Galasso

James [unclear]
Rick [unclear]

[unclear]

Stephen R. Nugent

Maech Chan

Lee [unclear]

[unclear]

LA County Sanitation Districts

**BU 500 Blue Collar Unit
Memorandum of Understanding**

March 23, 2011 through June 30, 2017



**SEIU Local 721
500 S. Virgil Avenue
Los Angeles, CA 90020
(213) 368-8660
www.seiu721.org**