MEMORANDUM OF UNDERSTANDING

BETWEEN THE

ORANGE COUNTY SANITATION DISTRICT

AND THE

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 501

FOR THE

OPERATIONS AND MAINTENANCE UNIT

July 1, 20222~~19~~ through June 30, 2025~~2~~

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MEMORANDUM OF UNDERSTANDING

BETWEEN THE

ORANGE COUNTY SANITATION DISTRICT

AND THE

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 501

FOR THE

OPERATIONS AND MAINTENANCE UNIT

In accordance with the provisions of California Government Code Sections 3500, et seq., and Resolution OC SAN 22-31~~No. 99-24~~ of the Joint Board of Directors, ~~the District~~OC San's authorized representatives have met and conferred in good faith with representatives of the International Union of Operating Engineers, Local 501, for ~~the District~~OC San's Operations and Maintenance Unit. These meetings have resulted in an agreement and understanding to recommend that the employees represented by Local 501 accept these terms and conditions, and that the Board of Directors adopt by Resolution the changes and additions to the wages, hours, and conditions of employment for the employees represented by Local 501 as set forth in this Agreement.

ARTICLE 1. RECOGNITION

1.1. This Agreement is entered into between the Orange County Sanitation District, referred to hereinafter as ~~the District~~OC San, and the International Union of Operating Engineers, Local 501, AFL-CIO, referred to hereinafter as Local 501, as a mutual recommendation to the Board of Directors of ~~the District~~OC San of those wages, hours of work, and terms of conditions of employment which are to be in effect at 12:01 a.m. on July 1, 2022~~19~~.

1.2. ~~The District~~OC San recognizes the International Union of Operating Engineers, Local 501, AFL-CIO, which was certified on October 10, 1985, as the exclusive recognized employee organization for matters within the scope of representation for the following classifications, as set forth in Exhibit A (attached hereto and incorporated by reference), as well as additional classes as may be added hereafter by ~~the District~~OC San.

ARTICLE 2. DURATION

2.1. This Agreement will be binding on ~~the District~~OC San and Local 501 when approved and adopted by ~~the District~~OC San's Board of Directors. This Agreement will terminate on June 30, 2025~~2~~. Any issue regarding the question of representation shall be brought pursuant to the Employer-Employee Relations Resolution (EERR), Resolution No. OCSD 99-24.

ARTICLE 3. SUCCESSOR AGREEMENT

3.1. Local 501 will submit in writing its initial proposal for a successor agreement 60 days prior to the expiration date of this Agreement.

ARTICLE 4. LOCAL 501 ACCESS

4.1. The Local 501 representative will have access to ~~the District~~OC San's facilities during working hours for the purpose of assisting Unit employees in processing grievances or investigating matters arising out of the application of provisions of this Agreement. The Local 501 representative must obtain authorization for each visit in advance from the Director of Human Resources, or designee.

4.2. Local 501 will provide the Director of Human Resources, or designee, with a list of Representatives who are authorized to request access under this Article, and will notify the Director of Human Resources, or designee, of any changes in that list.

4.3. Local 501 access will not interfere with ~~District~~OC San operations, or with the work of employees in any manner. ~~The District~~OC San reserves the right to restrict access in certain areas designated confidential or secure.

ARTICLE 5. LOCAL 501 RIGHTS

5.1. Local 501 may designate fourteen (14) employees to act as Shop Stewards for employees covered by this Agreement. Local 501 will furnish the Director of Human Resources, or designee, with the names of employees selected as Shop Stewards and will update the list as necessary. An alternate Shop Steward may be designated to act in the absence of the regular Shop Steward. Employees not listed on the roster of Shop Stewards provided to ~~the District~~OC San by Local 501 may not act as representatives.

5.2. For purposes of meeting and conferring, Local 501 will be allowed to designate two (2) Shop Stewards to attend (additional Shop Stewards may be added by mutual agreement of the parties). An additional employee, who may or may not be a designated Shop Steward, may be invited to attend to provide subject matter knowledge.

5.3. Shop Stewards will not perform non work-related duties on work time without the prior approval of their immediate supervisor. Neither ~~the District~~OC San nor Local 501 will interfere with, intimidate, restrain, coerce or discriminate against employees because of the exercise or non-exercise of their rights to engage in Local 501 activity.

ARTICLE 6. ~~DISTRICT~~OC SAN RIGHTS

6.1. ~~District~~OC San inherent rights, powers, functions, duties, responsibilities and authority related to a managerial or administrative character are reserved to ~~the District~~OC San in its exercise of management decision-making, except as specifically modified by the express provisions of this Memorandum. ~~District~~OC San rights include, but are not limited to, the exclusive right to consider the merits, necessity or organization of any service or activity provided by law, or administrative order; determine the mission of its constituent departments, commissions and boards; set standards of service, determine the procedures and standards of selection for employment and promotion; establish and implement performance standards; direct its employees; take disciplinary action for proper cause; layoff employees from duty because of lack of work or lack of funds; maintain the efficiency of ~~District~~OC San operations; determine the methods, means and personnel by which ~~District~~OC San operations are to be conducted; determine the content of job classifications; classify and reclassify positions; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

6.2. ~~District~~OC San retains all authority and rights conferred on it by law, or other legal sources, except to the extent that such authority is explicitly waived by the express terms of this Agreement. ~~District~~OC San exercise of its management rights hereunder shall not be subject to appeal or meeting and conferring, however, that the exercise of such rights does not preclude Local 501 from appealing or meeting and conferring the practical consequences or impacts that ~~District~~OC San decisions have on wages, hours, and other terms and conditions of employment.

ARTICLE 7. NONDISCRIMINATION IN EMPLOYMENT

7.1. There will be no unlawful discrimination in the application of the provisions of this Agreement with regard to actual or perceived race, color, religion, national origin, ancestry, sex, gender, gender identity, gender expression, sexual orientation, age, physical or mental disability, medical condition, genetic information, marital status, military or veteran status, or any other lawfully protected class. To the extent required by

law or by ~~the District~~OC San's rules or regulations, this provision of the Agreement will be applied to all members of the Unit without regard to any protected classification.

ARTICLE 8. SMOKE-FREE WORK ENVIRONMENT

8.1. ~~The District~~OC San endorses and supports the right of all employees to work in a healthy and safe environment free of recognized hazards. In view of the hazards associated with smoking, and the potentially harmful effect it has on the health and well being of ~~District~~OC San employees and their families, smoking and the use of tobacco (cigarettes, cigars, e-cigarettes ["vaping"] and related tobacco products and technologies) is not acceptable within ~~District~~OC San facilities, and may occur only in areas posted for smoking.

ARTICLE 9. SAFETY

9.1. It is the duty of ~~the District~~OC San to provide and maintain a safe place of employment. Local 501 will cooperate by encouraging all employees covered by this Agreement to perform their work in a safe manner. It is the duty of all employees covered by this Agreement, in the course of performing their assigned duties, to be alert to unsafe practices, equipment, and conditions, and to follow the safety regulations and requirements of ~~the District~~OC San, and to report any unsafe practices or conditions to their immediate supervisor. An employee will not be required to perform work that is unsafe.

9.2. ~~The District~~OC San has a Safety Committee that includes up to six (6) members of Local 501. The committee's recommendations are advisory. The committee will meet at least quarterly; however, additional meetings may be scheduled by either Local 501 or ~~the District~~OC San.

ARTICLE 10. DISCIPLINE AND DISMISSAL

10.1. Discipline may occur when any of the following actions are taken for just cause with respect to any employee in the Unit: verbal reprimand; written reprimand; suspension without pay; reduction in pay, demotion to a classification with a lower pay grade, or dismissal.

10.2. Dismissal, for purposes of this Article, is the separation of a non-probationary employee initiated by ~~the~~ ~~District~~OC San for just cause.

10.3. A Notice of Intent is not required when the disciplinary action involves a verbal reprimand or written reprimand.

10.4. A Notice of Intent is required and will be given to an employee whenever the disciplinary action involves suspension without pay, reduction in pay, demotion to a classification with a lower pay grade, or dismissal. The notice will be given to the affected employee either by delivery in person or by Certified Mail sent to the employee's last known address. Such personal delivery or mailing will be presumed to provide actual notice to the affected employee. The Notice of Intent will indicate the date on which it was personally delivered or deposited in the mail, which will be the date of issuance.

10.5. The Notice of Intent will contain the following: (1) a description of the disciplinary action intended and the effective date of the action; (2) the reasons for the proposed action; (3) a copy of the charges and materials upon which the action is based; and, (4) a statement of the employee's right to respond, either verbally or in writing to the person initially imposing the discipline, or to an ~~District~~OC San management representative with authority to make an effective recommendation on the proposed action, the person to whom any response must be directed, and the fact that such response must be received within ten (10) business days of the date of issuance of the notice. The Notice will also advise the employee of the right to representation.

10.6. Prior to the effective date of the proposed disciplinary action, the employee will be given an opportunity to respond either verbally or in writing to a management representative with authority to make an effective recommendation on the proposed action. After review of an employee's response,

~~the District~~OC San will notify the employee in writing of the action that will be taken. Such action may not involve discipline more severe than that described in the Notice of Intent; however, ~~the District~~OC San may reduce discipline without further notice. Further clarification of the disciplinary policies and procedures are covered in ~~the District~~OC San's Personnel Policies and Procedures Manual.

10.7. Dismissal will be preceded by at least one (1) written reprimand, except in those situations in which the employee knows or reasonably should have known that the performance or conduct was unsatisfactory. Such performance or conduct may involve, but is not limited to, dishonesty, possession, use, sale or being under the influence of drugs or alcohol, theft or misappropriation of ~~District~~OC San property or funds, fighting on the job, insubordination, acts endangering people or property, "no-call/no-show," or other serious misconduct. ~~The District~~OC San may substitute documented suspensions without pay for written reprimands.

10.8. If a Notice of Intent is upheld and the disciplinary action is imposed, the employee may request a post-disciplinary hearing. The request must be submitted to the Director of Human Resources, or designee, within ten (10) business days following the effective date of the disciplinary action (for suspensions, the effective date will be the first business day following the final day of the suspension). The Director of Human Resources, or designee, will schedule a post disciplinary hearing with the General Manager or a hearing officer selected by the General Manager. The hearing officer may not be an employee of ~~the District~~OC San. The hearing officer will provide a written, advisory decision to the General Manager. The General Manager may uphold the disciplinary action that has been taken or may reduce such discipline without the issuance of a further Notice of Intent. The decision of the General Manager will be final.

10.9. Disciplinary actions will be recorded in employee performance reviews. All disciplinary action documentation, except verbal reprimand documentation, will be maintained in an employee's Personnel File in the Human Resources Department. Verbal reprimand documentation will be maintained in the supervisor's employee files. Supervisors shall inform management staff when a verbal reprimand is to be implemented. If after twenty-four (24) months from implementation, there have been no recurrences of similar incidents; supervisors shall destroy the verbal reprimand documentation.

10.10. Written reprimands may be removed from an employee's personnel file twenty-four (24) months subsequent to the date of the issuance if there has been no recurrence of a similar incident during the period. If management agrees to remove the disciplinary action documentation from an employee's personnel file, such documentation will be retained in a separate file by the Human Resources Department for the purpose of showing that progressive discipline has been followed or in support of ~~District~~OC San proposed discipline.

10.11. Verbal reprimands and written reprimands may only be reviewed under this Agreement through the Problem Solving Procedure. Nothing in this Article will be construed as a waiver of any statutory or constitutional rights.

10.12. A reduction in pay or a demotion to a classification with a lower pay grade that is not a result of performance deficiencies (for example, reclassifications, "bumping" associated with layoffs, reasonable accommodation) will not be considered discipline.

ARTICLE 11. GRIEVANCE PROCEDURE

11.1. A grievance is any complaint that management has violated a specific provision of this Agreement, except that, in accordance with Article 10 above, discipline, which requires a Notice of Intent, may not be reviewed under this Grievance Procedure.

11.2. A grievance may be brought to the attention of ~~the District~~OC San by an individual employee within the Unit or by Local 501. ~~The District~~OC San may not bring a grievance through this procedure. Grievances brought by two (2) or more employees, and concerning the same incident, issue, or course of conduct, or multiple grievances brought by the same employee may, upon mutual agreement of ~~the District~~OC San and Local 501, be consolidated for the purposes of this procedure.

11.3. Employees are encouraged prior to bringing forward a formal grievance, to discuss the issue with the Director of Human Resources, or designee, in an effort to bring about an informal resolution.

11.4. An employee may be self-represented or be represented by Local 501 at all steps of the Grievance Procedure unless specifically agreed otherwise by Local 501 and the employee. ~~The District~~OC San will provide a copy of all written grievance settlements to Local 501. Any reference to days in this Article means business days, Monday through Friday, excluding recognized holidays.

11.4.1. **Step 1.** An employee will submit his/her complaint in writing to his/her immediate supervisor, or designee, within ten (10) days of the occurrence of the event giving rise to the complaint, or within ten (10) days from the time that the employee became aware of such event. The supervisor, or designee, will attempt to resolve the issues surrounding the complaint, and respond in writing to the employee within ten (10) days.

11.4.2. **Step 2.** If the grievance is not settled at Step 1, it may be submitted in writing to the employee's Division Manager, or designee, with a copy provided to the Director of Human Resources, or designee. This request for formal review must be presented on a form provided by ~~the District~~OC San within ten (10) days of the conclusion of Step 1. ~~A copy of each written communication on a grievance will be filed with the Director of Human Resources, or designee.~~ The written grievance must:

11.4.2.1. Identify the specific management act to be reviewed;

11.4.2.2. Specify how the employee was adversely affected;

11.4.2.3. List the specific provisions of the MOU that were allegedly violated and state how they were violated;

11.4.2.4. Specify the remedy requested; and

11.4.2.5. Provide the date of attempts at informal resolution and the name of the supervisor or individual involved.

The Division Manager, or designee, will respond in writing to the employee within ten (10) days after the date the grievance is received.

11.4.3. **Step 3.** If a grievance is not settled under Step 1 or Step 2, it may be presented to the employee's Department Director, or designee, for review and written response. The request for formal review must be presented on a form provided by the ~~District~~OC San within five (5) days of the conclusion of Step 1 or 2, and must contain the information specified in Step 2 above. A copy of each written communication on a grievance will be filed with the Director of Human Resources, or designee. The Department Director, or designee, will respond in writing to the employee within ten (10) days after the date the grievance is received.

11.4.4. **Step 4.** If the grievance cannot be resolved under Step 3, it may be presented to an Assistant General Manager, or designee, within five (5) days from the date the Step 3 finding was issued. The Assistant General Manager, or designee, will respond in writing to the employee within ten (10) days after the date the grievance is received.

11.4.5. **Step 5.** Appeal to the General Manager, or designee, is the final step in the Grievance Procedure. If the grievance cannot be resolved under Step 4, it may be presented to the General Manager, or designee, within five (5) days from the date the Step 4 finding was issued. The General Manager, or designee, shall respond in writing to the employee within ten (10) days after the date the grievance is received. The decision of the General Manager, or designee, is final.

11.5. General Provisions. An employee will be given reasonable time off without loss of pay to present and process a grievance. If an employee is represented by a Local 501 Shop Steward, the employee representative will be given reasonable time off without loss of pay to perform this responsibility.

Absence from work will be approved only if it does not cause disruption to ~~District~~OC San operations. However, if the time requested cannot be provided, an alternate time will be arranged.

11.6. Failure of a management representative to respond within the appropriate time limit will provide a basis for the employee appealing to the next step. If a grievance is not presented or appealed within the time limits, it will be considered resolved on the basis of the preceding response. The Director of Human Resources, or designee, may be petitioned in writing to waive the step or time requirements provided sufficient cause exists. Time limits may also be extended at any step upon mutual agreement of the parties.

11.7. Resolution may be agreed upon at any stage of the grievance process. However, the Local 501 will be notified prior to the resolution of any formal grievance matter.

ARTICLE 12. PROBLEM SOLVING PROCEDURE

12.1. Employees may bring problems to the attention of ~~District~~OC San managers through the Problem Solving Procedure. This procedure was developed to encourage and facilitate the resolution of employee concerns in a responsive and fair manner, and may be used to attempt to resolve issues that may not be subjected to the Grievance Procedure. Any reference to days in this Article means business days.

12.2. **Step 1:** An employee will submit his/her issue that is not subject to the Grievance Procedure in writing to his/her supervisor, or designee, within ten (10) days of the occurrence of the event giving rise to the complaint or within ten (10) days from the time that the employee became aware of such event. The supervisor, or designee, will review the situation or decision, and provide a written response within five (5) days from the date they were notified of the problem.

12.3. **Step 2:** If the problem is not resolved to the employee's satisfaction, a written statement concerning the problem may be filed with the employee's Division Manager or designee, within ten (10) days of receipt of the supervisor's decision. The employee raising the issue will be provided a written response from the Division Manager, or designee, within ten (10) days after their statement is received.

12.4. **Step 3:** If a problem is not settled under Step 1 or Step 2, it may be presented within ten (10) days to the Director of Human Resources, or designee, who, at their discretion, may form a Work Issues Committee, comprised of the employee's Department Director, or designee, another management representative and two (2) Local 501 representatives. The Work Issues Committee may convene to cooperatively review and develop recommendations for solution(s) to the problem. The Director of Human Resources, or designee, may utilize the committee's recommendation(s) to respond in writing to the employee within fifteen (15) days after the date the problem is received.

12.5. Time limits may be extended for cause upon mutual consent of the parties, and the decision of the Director of Human Resources, or designee, is final.

ARTICLE 13. SALARY ADJUSTMENTS AND COMPENSATION

13.1. Merit Pay Step System

13.1.1. Each pay grade is divided into five (5) steps, with an approximate 5.0% difference between each step.

13.1.2. Pay increases will only apply to eligible employees in an active payroll status on the effective date of implementation. Eligible employees will not receive retroactivity if active payroll status becomes effective after the date of implementation.

13.2. Merit Pay

13.2.1. Step Increase Pay – Bargaining unit employees will be eligible for Step Increase Pay based upon receipt of year-end performance appraisal ratings issued by the assigned supervisor. Step Increase Pay will be paid according to the following:

13.2.1.1. Eligible - Employees must have a proficient year-end performance appraisal to receive a one (1) step base-building salary increase until earning placement at step five (5).

13.2.1.2. Ineligible - Employees who are placed on a Performance Improvement Plan (PIP) due to a needs improvement performance review on the year-end appraisal or who are on a PIP at the time of the year-end appraisal period will remain at their current step until the PIP is satisfactorily completed.

13.2.1.3. Performance Management Program: The performance management program includes three (3) rating categories (exceeds, proficient, and needs improvement) for performance appraisals.

13.2.2. Development Pay – Employees under this Agreement will be eligible for Development Pay. Development Pay is a non-base building pay type that will be distributed in a lump-sum amount each pay period. Employees must have a proficient year-end performance appraisal to be eligible for the following Development Pay types:

13.2.2.1. Education – Eligible employees who have completed a degree of approved subjects at an accredited college or university will receive $25.00 per pay period for an associate degree and $50.00 per pay period for an undergraduate degree. The maximum amount of Education pay is fixed at $50.00 per pay period.

13.2.2.2. Certification/License – Eligible employees who obtain an ~~District~~OC San approved certification or license will receive $15.24 per pay period per certificate or license with a maximum of three (3) certificates and/or licenses. The maximum amount of certification/license pay for any combination of certificates and/or licenses is fixed at $45.72 per pay period.

13.2.2.2.1. The overall maximum Development Pay for any combination of education, certification and/or licenses is fixed at $95.72 per pay period.

13.2.2.2.2. Grade V Pay – Employees who receive Grade V pay in accordance with the applicable ~~District~~OC San policy are ineligible to receive Development Pay for their Grade V California Wastewater Treatment Plant Operator Certificate. Employees who possess a Grade V Certificate and do not meet the criteria for Grade V Pay are eligible for Development Pay in accordance with the Development Pay Program Guidelines.

13.2.2.2.3. Employees who are placed on a PIP due to a needs improvement performance review on the year-end performance appraisal are not eligible for Development Pay until the PIP is satisfactorily completed.

13.2.2.2.4. Employees who are placed on a PIP due to needs improvement performance outside the year-end appraisal will have all Development Pay suspended until the PIP is satisfactorily completed. The return of Development Pay will not be retroactive.

13.3. Salary Range Adjustments

13.3.1. Effective the first pay period in July 20222019, employees under this Agreement will receive salary range adjustments at a flat rate of 4.53.0%.

13.3.2. Effective the first pay period in July 20233040, employees under this Agreement will receive salary range adjustments at a flat rate of 43.0%.

13.3.3. Effective the first pay period in July 20244150, employees under this Agreement will receive salary range adjustments at a flat rate of 3.50%.

13.3.4. One-time Lump Sum Payment – Employees hired or promoted into the Group as of the last day of the first full pay period in July 2022 will receive a $2000 one-time payment.

ARTICLE 14. SEVERANCE PAY

14.1. ~~Employees are expected to give a minimum of two (2) weeks written notification when terminating employment with the District.~~ Except for disciplinary cause or release from probation, when a full-time employee is terminated by action of ~~the District~~OC San, the employee will be notified in writing two (2) weeks prior to the effective separation date. In the event ~~the District~~OC San does not give such notification, the employee will be entitled to severance pay in accordance with the formula set forth below:

14.1.1. Full-time, regular employees will be entitled to eight (8) hours pay for each full calendar month of continuous employment not to exceed one hundred sixty (160) hours pay.

14.1.2. Employees in limited term or part-time positions, probationary employees and employees who are separated for cause are not eligible for severance pay under any circumstances.

ARTICLE 15. DEFERRED COMPENSATION

15.1. Employees may participate in ~~the District~~OC San approved deferred compensation plan subject to IRS requirements, and in accordance with all guidelines for voluntary participation established by ~~District~~OC San management.

~~15.1.~~15.2. Effective the first full pay period in July 2022, employees covered by OCERS Plans B and U who participate in the deferred compensation plan, are eligible to receive up to $98 per month matching OC San contribution. Effective the first full pay period in July 2023, employees covered by OCERS Plans B and U who participate in the deferred compensation plan, are eligible to receive up to $168 per month matching OC San contribution.

ARTICLE 16. HOLIDAYS

16.1. For the purpose of ~~the District~~OC San's business calendar, the days listed below are observed by ~~the District~~OC San as holidays. Employees who are assigned to eight (8), nine (9) or ten (10) hour shifts, Monday through Friday, will observe the holidays listed in Schedule A. Employees who are assigned to twelve (12) hour shifts will observe the holidays as listed in Schedule B. Employees shall receive holiday pay if their entire scheduled work shifts immediately preceding and following the holiday are in a paid payroll status, meaning the employee worked those shifts or utilized paid time off in lieu of working those shifts. When an employee's work schedule requires that they work on an observed holiday, the employee shall be paid at his/her regular rate of pay for the holiday, or receive an equivalent amount of Holiday Compensatory Time Off if requested by December 31 of the prior year on the Holiday Comp Cashout Form. Employees shall also receive premium pay at the rate of one and one half (1.5) times their regular hourly rate for all hours actually worked. Employees with a compensatory time off balance in excess of fifty (50) hours as of the last pay period ending in October will receive a mandatory payout for the hours that exceed fifty (50).

SCHEDULE A			
HOLIDAY	**202203**	**202431**	**202542**
New Year's Day	January 21	January 1	JanuaryDecember 31
Lincoln's BirthdayMartin Luther King, Jr. Day	February 12January 176	February January 1562	February January 20151
President's Day	February 2017	February 195	February 1721
Memorial Day	May 295	May 2731	May 2630
Independence Day	July 43	July 45	July 4
Labor Day	September 47	September 26	September 15
Veteran's Day	November 101	November 1111	November 11
Thanksgiving Day	November 236	November 285	November 274
Day after Thanksgiving	November 247	November 296	November 285
Day before Christmas	December 254	December 243	December 243
Christmas	December 265	December 254	December 256
Floating Holiday	See 16.2	See 16.2	See 16.2

SCHEDULE B			
HOLIDAY	**202330**	**202441**	**202552**
New Year's Day	January 1	January 1	January 1
Lincoln's BirthdayMartin Luther King, Jr. Day	February 12January 16	February 12January 15	February 12January 20
President's Day	February 2017	February 195	February 1721
Memorial Day	May 295	May 2731	May 2630
Independence Day	July 4	July 4	July 4
Labor Day	September 47	September 26	September 15
Veteran's Day	November 11	November 11	November 11
Thanksgiving Day	November 236	November 285	November 274
Day after Thanksgiving	November 227	November 296	November 285
Day before Christmas	December 244	December 24	December 24
Christmas	December 255	December 25	December 25
Floating Holiday	See 16.2	See 16.2	See 16.2

16.2. Floating Holiday: Employees will be granted ~~may elect one (1) day during each year as a~~ "Floating Holiday" hours equal to and no less than ~~.~~ one (1) regular workday during each calendar year. Floating Holiday hours may be utilized in one-quarter (0.25) hour increments. New employees shall be granted a "Floating Holiday" on a pro-rata basis in the first calendar year of service per the following table:

Hire Date	Percent
1st Quarter (January-March)	100%
2nd Quarter (April-June)	75%
3rd Quarter (July-September)	50%

Hire Date	Percent
4th Quarter (October-December)	0%

16.3. Employees must use the "Floating Holiday" within the calendar year it is granted, and it is not subject to cash out or eligible for any mandatory payout regardless of reason. Every effort will be made to approve an employee's request for a "Floating Holiday" off providing sufficient notice is given.

ARTICLE 17. HOURS OF WORK

17.1. For record keeping and accounting purposes, the "workweek" for full-time employees is forty (40) hours per 168-hour period, to be paid on a biweekly payroll basis of eighty (80) hours worked. Employee work periods may be scheduled in shifts of four 9-hour days and one 4-hour day each workweek (9/80), five 8-hour days each workweek (10/80), four 10-hour days each workweek (8/80), or three 12-hour days and one 4-hour day each workweek (7/80). The starting and ending times of employees' workweeks may vary but will be subject to a bid agreement based on seniority. The regular hours of work for each shift will be consecutive and will be posted. Current practices regarding hours of work for Maintenance personnel and meals for Operations personnel will continue. The regular hours of work for each shift will be consecutive, divided only by normal breaks or rest periods. Work schedule and shift start and stop times will not be adjusted to avoid payment of overtime.

17.2. ~~The District~~OC San may, in accordance with Article 6 – ~~District~~OC San Rights, change an employee's work schedule and/or work location with a thirty (30) day written notice to the affected employee. The change will not be made as a disciplinary action or to avoid payment of overtime. The thirty (30) day written notice will not apply to shift changes pursuant to Article 49.

17.3. The last fifteen (15) minutes of an Employee's work shift will be designated as their cleanup period. If the employee's work shift is extended, the fifteen (15) minute cleanup period shall occur at the end of the extended period. Employees may not avoid the cleanup period and end their shift before its scheduled ending time.

17.4. Employees will receive paid rest periods not to exceed ten (10) minutes no more than twice in an eight (8), nine (9) or ten (10) hour shift or three (3) times for a shift of more than ten (10) hours. Each shift will contain a minimum thirty (30) minute meal period for every six (6) hours of work. Meal and rest periods may not be avoided or accrued for the purpose of obtaining time off or shortening the regular shift. If an employee reports to work as scheduled and was not notified that his/her hours had been changed, he/she will receive two (2) hours pay at the overtime rate.

~~17.3.1.~~17.4.1. When employees from the Collections Division are assigned to line cleaning (gravity crew) as part of a road crew and actively working an assignment, the supervisor may authorize a paid thirty (30) minute meal period, understanding employees may be required to perform work and work through lunch as necessary.

~~17.4.~~17.5. Operations

~~17.4.1.~~17.5.1. For purposes of this Article, the day shift is defined as an assigned work shift of at least seven (7) consecutive hours, between 0600 hours and 1800 hours. The night shift is defined as an assigned work shift of at least seven (7) consecutive hours, between 1800 and 0600 hours.

~~17.4.2.~~17.5.2. Any employee who declares that an individual hardship exists should submit a request, to be excluded from the twelve (12) hour workweek, to the Human Resources Department. Human Resources will determine if there is a valid employee hardship, on a case-by-case basis, and notify the Local 501 representative of the decision.

~~17.4.3. For the purposes of this Article, Cen-Gen Operators are included in this Unit.~~

~~17.4.4. Reopener: The District and the Group agree to reopen this Agreement to discuss the Power Plant Operator job family and District proposals regarding Article 17.~~

17.6. Maintenance

~~17.5.~~

17.6.1. Maintenance: Except where otherwise provided below, the official workweek for full-time represented personnel in Maintenance will be forty (40) hours per week. The workweek will consist of a four (4) consecutive day work schedule with ten (10) consecutive daily hours in a workday with a one-half (½) hour unpaid lunch.

~~17.5.1.~~

~~17.5.1.1.~~17.6.1.1. The workday will be 6:00 a.m. to 4:30 p.m. The workweek will begin on a Monday or a Tuesday and end on the corresponding Thursday or Friday. All hours greater than 40-hours in an individual's assigned workweek will be considered overtime and paid at one and one-half (1.5) times the regular rate of pay.

~~17.5.1.2. Any employee who declares that an individual hardship exists should submit a request, to be excluded from the 4/10 workweek, to the Human Resources Department. Human Resources will determine if there is a valid employee hardship, on a case-by-case basis, and notify the Local 501 representative of the decision.~~

17.6.1.2. Disputes over days off will be handled on the basis of seniority except when ~~the District~~OC San can demonstrate a business necessity.

17.6.2. Co-Generation: For purposes of this Article, the day shift is defined as an assigned work shift of at least seven (7) consecutive hours, between 10:00 a.m. and 10:00 p.m., which is inclusive of the Passdown period. The night shift is defined as an assigned work shift of at least seven (7) consecutive hours, between 10:00 p.m. and 10:00 a.m., which is inclusive of the Passdown period. In exigent circumstances where an employee is required to be present outside of the regular shift, overtime may be authorized by management.

17.7. Any employee who declares that individual hardship exists based on their assigned schedule, should submit a request to the Human Resources Department. Human Resources will determine if there is a valid employee hardship, on a case-by-case basis, and notify the Local 501 representative of the decision.

ARTICLE 18. CALL-BACK PAY

18.1. When an employee is called back to work by ~~District~~OC San management without prior notice, and the employee has completed his/her normal work shift and left the work station; when prior notice is given but the work begins on the same day at least three (3) hours after completion of the regular shift; or when an employee assigned to standby is actually called to work, the employee will receive a minimum of three (3) hours of call back pay. The three (3) hour minimum, whether or not actually worked, will be paid at the rate of one and one half (1.5) times the regular hourly rate.

18.2. The call back period shall begin when the standby employee has been informed by ~~the District~~OC San to return to work. The call back period shall end when either the employee arrives at his or her residence or the original destination; in either case, the employee must inform ~~the District~~OC San upon arrival.

18.3. If the call back period has ended and the employee is called back to work (whether within or outside of the 3-hour minimum timeframe), a new call back period will be started and the employee will be eligible for at least the 3-hour minimum call back pay.

18.4. If the call back period has not ended and the employee is called back to work (whether within or outside of the 3-hour minimum timeframe), the call back period and associated pay will continue but the employee will not be eligible for another 3-hour minimum call back pay.

18.5. Call back pay is applied per call back and not per work assignment or work order.

18.6. Call back work performed by employees on standby assignments is intended for activities that are imperative and not routine in nature, as determined by the applicable on-duty Operations Supervisor or designee.

18.6.1. In some instances, if call back work can be postponed for several hours, the Operations Supervisor or designee will do so as a courtesy to the employee and to allow for the work to be performed during daylight or day shift. For instance, a breakdown occurs at 3:00 a.m. but work can be postponed a few hours so the standby employee can be called in at 6:00 a.m.

ARTICLE 19. STANDBY PAY

19.1. Treatment Plant: Standby is time during which an employee is not required to be at the work location or at the employee's residence but is required to be available for immediate return to work. Each plant maintenance craft may create a standby list of a minimum of three (3) employees. Standby lists shall first be populated by volunteers. If, after allowing for volunteers, the standby list still does not meet the three (3) employee minimum, OC San~~SD~~ shall populate the remaining vacant slots of the standby list by means of reverse seniority within the division. Employees who volunteer or are mandated to be on the standby list shall be competent, experienced, journey level employees. Employees who are on their initial probation shall ~~not~~ be eligible for standby the first day of the pay period following~~after~~ six (6) months of employment without a break in service.

19.1.1. Each craft may create additional standby lists if anticipated work requires a specific skill set that may not be readily available on the existing standby list. If additional standby lists are required, affected employees will be notified.

19.2. Collections System: Standby is time during which an employee is not required to be at the work location or at the employee's residence but is required to be available for immediate return to work. The standby list for the Collections division will contain a minimum of six (6) employees; three (3) employees for primary standby and three (3) employees for secondary standby. The standby list shall first be populated by volunteers. If, after allowing for volunteers, the standby list still does not meet the six (6) employee minimum, OC San~~D~~ shall populate the remaining vacant slots of the standby list by means of reverse seniority within the division. Employees who volunteer or are mandated to be on the standby list shall be competent and experienced, having one (1) of the following:

a. at least eighteen (18) months of experience within the Collection Division, and be at a Mechanic job classification level; or

b. at least four (4) years of experience within the Collections Division.

19.2.1. Employees who are on their initial probation shall ~~not~~ be eligible for standby ~~after~~the first day of the pay period following six (6) months of employment without a break in service.

19.3. Employees shall not complete more than two (2) consecutive weeks of standby without a seven (7) day break between standby assignments.

19.4. Employees on standby will be compensated at the rate of $55~~0~~0 per week.

19.4.1. Employees whose standby assignment include an OC San recognized Holiday will be compensated with two (2) hours of straight time pay.

~~19.4.~~19.5. Special Risk Standby: In the event of a "special risk," (e.g., based on seismic, weather, high-flow, and/or high impact events), the Director of Operations & Maintenance or his/her designee may

designate specific additional classifications to be on "Special Risk" standby. Employees on Special Risk standby will be compensated on a pro-rated, daily basis, $78.57 for each day on Special Risk standby.

~~19.4.1. Employees whose standby assignment include an OC SanD recognized Holiday will be compensated with two (2) hours of straight time pay.~~

ARTICLE 20. INSURANCE

20.1. ~~The District~~OC San will provide healthcare and welfare insurance benefits.

20.2. All insurance coverage will become effective on the first day of the month following date of hire, regardless of hire date. An open enrollment period will be held annually.

20.3. Medical Insurance

20.3.1. ~~The District~~OC San will provide medical health insurance coverage through a Health Maintenance Organization (HMO) medical insurance plan, a Preferred Provider Organization (PPO) medical insurance plan, and a High Deductible Health Plan (HDHP).

20.4. Regular, full-time employees:

20.4.1. ~~The District~~OC San will contribute 90% of employee only premiums for the HMO medical health plans and 80% of employee only premiums for the PPO medical health plan. ~~The District~~OC San will contribute 80% for employee +1 dependent and full family premiums for the HMO or PPO medical plans. Any change in insurance rates will be shared equally in same ratio as ~~the District~~OC San and employees currently pay premiums. Before the renewal of any ~~District~~OC San's sponsored health insurance plan, the parties agree to meet and confer as to changes in the plan.

20.4.2. The HDHP will be accompanied by a Health Savings Account (HSA) to pay for qualified medical expenses. OC SanD will use a portion of the cost savings in premiums to fund the HSA accounts during active employment only. The HSA will be funded with the savings generated annually by calculating the difference between ~~the District~~OC San's share of the PPO and HDHP premiums. Exact HSA account funding will be calculated annually, prior to open enrollment, in an amount up to the difference in deductibles, not to exceed ~~the District~~OC San's aforementioned annual premium cost savings.

20.4.3. ~~The District~~OC San may reopen negotiations at any time during the term of the MOU to address the impact of the Affordable Care Act (ACA), provided that no change may be made by ~~the District~~OC San unless such change is either (1) mandated by the ACA or, (2) mutually agreed upon by the parties.

20.5. Group Insurance Premiums

20.5.1. Group insurance premiums that are paid by salary redirection can be made on a pre-tax basis.

20.6. Life Insurance

20.6.1. ~~The District~~OC San will pay the full premium for $50,000 term life insurance on each employee.

20.7. Short Term Disability

20.7.1. ~~The District~~OC San will provide a non-work related, short-term disability indemnity plan that provides benefits for employees equal to California's State Disability Insurance (SDI) program for up to twenty-six (26) weeks following a fourteen (14) calendar day waiting period.

20.8. Long Term Disability

20.8.1. ~~The District~~OC San will provide a non-work related, long-term disability indemnity plan that pays two-thirds of the employee's rate of pay in effect at the time of such disability, not to exceed $5,000 per month, up to age 65, following a 90-day waiting period of continuous disability, at such time that an employee completes five (5) years of service.

20.8.2. For participants age 64 and younger, the maximum period of payment is based on the Social Security Act retirement age of 65. For participants age 65 and older, the maximum period of payment is specified. The specified periods and additional information about coverage is included in ~~the District~~OC San's long-term disability plan contract accession on the intranet.

20.8.3. No combination of disability or sick leave pay will result in more than an employee's regular rate of pay. Employees may not receive short-term and long-term disability benefits at the same time. An employee who is otherwise not eligible for ~~District~~OC San paid Long Term Disability may purchase such coverage at his or her own expense.

20.9. Dental Insurance

20.9.1. ~~The District~~OC San will contribute 80% of employee only and 80% of full family premiums for dental insurance.

20.10. Vision Insurance

20.10.1. ~~The District~~OC San will provide a vision insurance plan for regular, full-time employees and eligible dependents.

20.11. Retiring Employees

20.11.1. ~~The District~~OC San will pay, for employees hired prior to July 1, 1988, two and one-half (2.5) months' premium for each year of continuous service of a retiring employee towards the premium costs of coverage for the employee and eligible dependents under ~~the District~~OC San's medical plan.

20.11.2. In the event ~~the District~~OC San adds additional optional insurance plans, ~~the District~~OC San's share of the premium will be the same as for existing plans as set forth above. In the event ~~the District~~OC San changes underwriters for existing insurance plans, the ~~District~~OC San's share of the premium will be the same as for existing insurance plans as set forth above.

20.11.3. ~~The District~~OC San will continue to implement the retiree medical health premium offset program wherein the cost of health premiums are offset by ten dollars ($10) per month for every full year of continuous service up to a maximum of 25 years or two hundred fifty dollars ($250) per month.

~~20.11.3.~~20.11.4. Continuous service is calculated based on benefitted employment. Time as an intern or in non-benefitted status shall not count toward continuous service.

~~20.12. Health Retirement Account (HRA) Reopener: The District and the Group agree to reopen this Agreement to discuss HRA plan design and funding mechanism options, including District and/or employee funding, understanding the District is not making any commitment to District funding.~~

ARTICLE 21. REIMBURSEMENT ACCOUNT

21.1. Section 125 of the Internal Revenue Code permits employees to use pre-tax dollars to pay for their portion of the cost of benefits under the Plan through salary redirection arrangements. The options available under the flexible benefits program are listed below. This is a brief overview of the different options. For complete information regarding Flexible Spending Accounts employees must refer to the plan booklet available in the Human Resources Department.

21.2. Medical Care Reimbursement Account

21.2.1. The purpose of this account is to provide a method through which the employee can accumulate pre-tax funds in a Medical Care Reimbursement Account for purposes of reimbursing himself/herself for payment of health care costs not otherwise covered by his/her medical insurance.

21.3. Dependent Care Assistance Account

21.3.1. The purpose of this account is to provide a method through which the employee can accumulate pre-tax funds in a Dependent Care Assistance Account for purposes of reimbursing himself/herself for childcare expenses or day care for a disabled dependent.

ARTICLE 22. OVERTIME

22.1. Employees will be notified as soon as practicable after ~~the District~~OC San decides upon the need for overtime or additional work. ~~The District~~OC San may require the performance of overtime. In the event no qualified employee wishes to work overtime, ~~District~~OC San's management may select employees with the ability to perform the work by inverse seniority. ~~District~~OC San managers will attempt to evenly distribute overtime among employees based upon an employee's ability to perform the overtime work. For the purposes of overtime calculation, all time charged to unscheduled leave will not be counted as time worked. Pay for overtime will not occur until after work time (which includes scheduled leave) of forty (40) hours in a seven (7) day workweek is reached.

ARTICLE 23. PROBATIONARY PERIOD

23.1. All new employees and employees who are reassigned or laterally transferred serve an initial probationary period beginning with the date of hire, reassignment or transfer and extending to at least the first day of the pay period following ~~six~~ one-year ~~(6) months~~ of employment without a break in service. Extended absence without pay, short-term and long-term disability and Workers' Compensation leave does not provide an opportunity to judge an employee's capability to meet performance expectations for a position, and thus the time spent on such leaves will not be included towards completion of the probationary period and may result in an extension.

23.2. All new employees who are hired in apprenticeship and/or trainee positions shall serve an initial probationary period beginning with the date of hire and extending to at least the first day of the pay period following the complete period of training for the position, without a break in service. Extended absence without pay, short-term and long-term disability and Workers' Compensation leave does not provide an opportunity to judge an employee's capability to meet performance expectations for a position, and thus the time spent on such leaves will not be included towards completion of the probationary period and may result in an extension.

23.3. Employees who are rehired following a break in service must complete a new probationary period whether or not one was previously completed.

23.4. New employees serving their initial probationary period shall be eligible for Development Pay and/or certification/license reimbursement the first day of the pay period following six months of employment without a break in service.

~~23.3.~~23.5. An employee may be released during his/her initial p~~P~~robationary p~~P~~eriod at the discretion of ~~the District~~OC San without recourse to the Grievance, ~~or~~ Discipline or Appeal Procedure (i.e., a~~n~~ employee is "at-will" during his/her initial Probationary Period). ~~Probationary E~~employees within the initial probationary period do not have any property rights in their job during probation and may be separated with or without cause.

ARTICLE 24. PROMOTIONS

24.1. A promotion is the appointment of an employee to another classification with a higher maximum rate of pay. OC San will determine whether a vacant position will be filled as an open or promotional opportunity or recruitment. Whenever OC San intends to fill a position by promotion, OC San will post the opportunity for a minimum of ten (10) business days. Employees must apply during the period of posting. Notices will be posted on OC San's intranet. If the promotion is for a classification that is subject to Department of Transportation requirements, the employee selected for promotion must successfully complete alcohol and controlled substances testing in order to be promoted.

24.2. A promoted employee will serve a promotional probationary period lasting at least until the first day of the pay period six (6) months after the effective date of the promotion. At any time during the promotional probationary period, an employee may be returned to his/her previous position. If the employee does not pass the probationary period, ~~the District~~OC San shall return the employee to his or her previous position or an equivalent position. The promotional probation period may be extended by mutual agreement between the employee and ~~District~~OC San's management for up to ninety (90) days. If an employee is promoted during his/her initial probationary period, the period will be extended until at least the first day of the pay period six (6) months after the effective date of the promotion.

24.3. Promoted employees will receive the equivalent of a one (1) step increase in pay, not to exceed the top of the range for the new classification or the minimum rate of the new classification whichever is greater.

ARTICLE 25. RETIREMENT

25.1. ~~The District~~OC San will continue participation in the Orange County Employees Retirement System (OCERS), wherein all full-time employees are considered members. The following retirement program is in effect pursuant to the contract between OCERS and ~~the District~~OC San.

~~25.1.1. Employees hired before September 21, 1979: The District~~OC San ~~will continue to contract with OCERS to provide the 2.5% @ 55 benefit formula (Plan G) based on the highest consecutive twelve (12) months average earnings, past and future service.~~

~~25.1.2.~~25.1.1. Employees hired on or after September 21, 1979 and before July 1, 2011: ~~The District~~OC San will continue to contract with OCERS to provide the 2.5% @ 55 benefit formula (Plan H) based on the highest consecutive thirty-six (36) months average earnings, past and future service.

~~25.1.2.1.~~25.1.1.1. ~~The District~~OC San will continue to pay 3.5% of an eligible employee's base salary towards the employee's contributions to OCERS.

~~25.1.3.~~25.1.2. Employees hired on or after July 1, 2011 and before January 1, 2013: The ~~District~~OC San will contract with OCERS to provide the 1.667% @ 57.5 benefit formula (Plan B) based on the highest consecutive thirty-six (36) months average earnings, past and future service.

~~25.1.3.1.~~25.1.2.1. ~~The District~~OC San will pay 0% of an eligible employee's base salary towards the employee's contributions to OCERS.

~~25.1.4.~~25.1.3. Employees hired on or after January 1, 2013: ~~The District~~OC San will contract with OCERS to provide the 2.5% @ 67 benefit formula (Plan U - PEPRA) based on the highest consecutive thirty-six (36) months average earnings, past and future service.

~~25.1.4.1.~~25.1.3.1. ~~The District~~OC San will pay 0% of an eligible employee's base salary towards the employee's contribution to OCERS.

~~25.1.5.~~25.1.4. All monies actually contributed into the retirement system by an employee will be deducted from gross salary for taxation purposes in accordance with Internal Revenue Code provisions.

ARTICLE 26. SHIFT DIFFERENTIAL

26.1. Employees who are assigned to work a night shift that consists of fifty percent (50%) or more of the hours between 6:00 p.m. and 6:00 a.m. and who actually work that shift will receive a shift differential of $3.00 per hour.

ARTICLE 27. LEAVE-OF-ABSENCE WITH PAY

27.1. Personal Leave

27.1.1. Personal leave is provided to allow employees time off with pay for vacation, personal business and illness or injury. Personal leave is accrued by full-time employees for all paid hours, including hours actually worked and hours in a paid-leave payroll status, on a biweekly basis as follows:

Years of Service	Hours-Biweekly	Hours-Annual
In years 0 through 1	3.08	80
In years 2 through 4	5.38	140
In years 5 through 10	6.92	180
In year 11	7.23	188
In year 12	7.54	196
In year 13	7.85	204
In year 14	8.15	212
In year 15	8.46	220
In year 16	8.69	226
In year 17	8.92	232
In year 18	9.15	238
In year 19	9.38	244
In year 20 and over	9.62	250

27.1.2. When unpaid absences occur, personal leave accruals will be applied by straight proration of leave accruals based on the number of hours actually worked, and is applicable to all types of leave, whether legally protected or not.

27.2. Scheduled Time Off

27.2.1. Management will make reasonable effort, considering the operational needs of ~~the District~~OC San, to accommodate all employee requests for time off. Scheduled time off should normally be requested at least two (2) weeks in advance to increase the likelihood of those dates being approved.

27.2.2. Employees with at least one (1) year's service must request and take at least forty (40) hours off each year.

27.2.3. Supervisor absences will not affect an employee's ability to schedule time off unless the time off request is submitted within two (2) weeks of the date requested.

27.2.4. Requests for time off that are submitted beyond six (6) months shall not be approved unless the request is for at least one (1) week in duration. These requests shall be approved based on seniority. Requests for time off that are less than one (1) week in duration must be submitted within six (6) months of the date requested. Time off requests that are submitted

within six (6) months shall be approved on a first-come, first-serve basis based on staffing requirements. Excessive single or partial day requests for time off may be cause for denial if the absence(s) is found to negatively impact the effectiveness of work teams, scheduling of work, training, and the ability to take multiple days off by other staff.

27.2.5. Full-day time off requests with less than twenty-three (23) hours' notice shall be considered unscheduled. All other time off requests, including partial day time off requests, must be requested in accordance with the provisions of this Article and may be considered scheduled at management's discretion based on business needs.

27.3. Unscheduled Time Off

27.3.1. Personal leave provides income protection to an employee unable to work due to illness, injury or pregnancy, caring for an ill or injured member of his/her immediate family or other personal emergency. Unscheduled time off must be accounted for by completion of an Unscheduled Time Off Report upon the employee's return to work. It is the responsibility of ~~District~~OC San's management to control the potential abuse of unscheduled time off privileges. Tardiness less than fifteen (15) minutes will not be deducted from the employees pay, but numerous occurrences will be addressed through the progressive discipline procedures. Employees who are more than fifteen (15) minutes tardy to work must use accrued time off to offset the time away from work. Tardiness of more than fifteen (15) minutes may be considered unscheduled time off based on excessive occurrences.

27.3.2. Employees must notify their supervisor prior to the start time of their shift when they are unable to report to work. Any absence that is requested within twenty-three (23) hours of the start of an employee's work schedule, excluding protected leaves of absence and bereavement leave, shall be considered unscheduled time off.

27.3.2.1. Employees who fail to provide any notice to their supervisor and fail to report to work as scheduled shall be considered "no call/no show" and shall be subject to discipline, up to and including termination. Employees who fail to provide any notice to their supervisor and fail to report to work for three (3) or more consecutive days will be considered to have abandoned their job and shall be subject to discipline up to and including termination.

~~27.3.2.~~27.3.3. An employee's attendance record will be reviewed with an employee after five (5) separate occurrences of unscheduled time off to provide an opportunity to assess problems that could potentially lead to disciplinary action. The accumulation of the sixth (6th) and seventh (7th) occurrence within a twelve (12) month period will result in a verbal warning. The eighth (8th) occurrence will result in a written warning. Employees who are charged with ten (10) occurrences of unscheduled time off within a calendar twelve (12) month period will be subject to termination. A rolling (12) month calendar period will be utilized to measure absence occurrences. A "rolling" twelve (12) month calendar period is measured backward from the date the employee uses the leave. Absences of multiple consecutive days involving the same injury or illness will be considered a single occurrence. ~~The District~~OC San also has the right to discipline employees on the basis of total absences away from work.

~~27.3.3.~~27.3.4. Employees returning from an extended leave should notify their supervisor as soon as possible to facilitate personnel scheduling.

~~27.3.4.~~27.3.5. The employee may be required, at any time, to furnish a certificate issued by a licensed physician or nurse, or other satisfactory evidence of illness; however, for unscheduled absences of ten (10) consecutive days or more, a request for leave and a medical statement, on prescribed forms, stating expected date of return must be submitted to Human Resources. For absences of one (1) or more working days in an unpaid status, a request for leave and a medical statement on prescribed forms, stating expected date of return must be submitted to Human Resources.

27.4. Personal Leave and Workers' Compensation Leave

27.4.1. Employees who are injured in the course of their employment are placed on Workers' Compensation Leave, and receive wage loss benefits to which they are entitled under the Workers' Compensation Act. Employees may request to receive prorated Personal Leave pay to supplement their Workers' Compensation payments in an amount such that the sum of both is equal to the employee's regular base pay.

27.5. Personal Leave Payoff

27.5.1. Employees who terminate, retire or decease will be paid in full at their current rate of pay for all Personal Leave hours accrued.

27.6. Maximum Accrual

27.6.1. Employees may have a maximum accumulation of four hundred forty (440) hours of personal leave as of the last day of the final pay period in December of each year. In the event an employee accrues personal leave in excess of four hundred forty (440) hours, it must be used prior to said December date. All other remaining hours in excess of four hundred forty (440) will be paid to the employee in the first pay period in January at the employee's then current hourly rate of compensation.

27.7. Sick Leave Bank

27.7.1. Employees who elected to bank sick leave accrued prior to the implementation of Personal Leave provisions may elect to use such time off for absence due to a bona fide illness, injury or pregnancy; to attend to the illness or injury of an immediate family member; or, for an employee who is a victim of domestic violence, sexual assault, or stalking, for the purposes described in Labor Code sections 230(c) and 230.1(a). Employees who retire or decease will be paid at the fifty percent (50%) rate for all banked sick leave hours; an employee who terminates will be compensated for banked sick leave as follows:

Banked Sick Leave Hours	Rate of Payoff
0 – 100	0 percent
101 – 240	25 percent
241 – 560	35 percent
Over 560	50 percent

27.7.2. If the need for leave is due to the employee's own serious health condition, as defined in the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), the certification requirement will comply with the provisions of these Acts.

27.8. Jury Duty Leave

27.8.1. Any full-time employee, including probationary, who is called for jury duty shall be entitled to his or her regular pay for those hours of absence due to performance of jury duty for a period up to twenty-two (22) working days.

27.8.2. Prior to jury duty service, each employee must complete a time off request through ~~the District~~OC San's timesheet system and provide a copy of the summons to his or her supervisor.

27.8.3. Employees who work other than the day shift who are called for jury duty will be considered on day shift for the duration of their jury service for purposes of this provision. If a portion of that shift should fall on a weekend or other day the employee is not required to be present in court, the employee will be expected to work.

27.8.4. A copy of the jury notice must be provided to the employee's supervisor. Employees must report for work during their regularly scheduled work shift when they are relieved from jury duty, unless there is less than one-half (½) of their regular shift remaining.

27.9. Witness Leave

27.9.1. Any full-time, including probationary, employee, who is required to be absent from work by a subpoena properly issued by a court, agency or commission legally empowered to subpoena witnesses, which subpoena compels his/her presence as a witness, except in a matter wherein he/she is named as a defendant or plaintiff or as an expert witness, will, upon approval of an online time off request, be entitled to the time necessary to comply with such subpoena, provided any fees received for such service, exclusive of mileage, are submitted to ~~the District~~OC San for deposit in the General Fund of ~~the District~~OC San.

27.9.2. An employee so subpoenaed must submit a copy of the subpoena to his/her supervisor and complete an online time off request form in order to be eligible for pay for such absence. To be entitled to receive regular pay for such witness leave, the employee must report for work at ~~the District~~OC San for time not actually retained on witness service of one (1) hour or more prior to and/or upon completion of each day's service, exclusive of travel time.

27.10. Military Leave

27.10.1. A request for military leave will be made upon leave-of-absence forms approved by the Human Resources Department and will state the date when it is desired to begin the leave-of-absence and the date of anticipated return. A copy of the orders requiring such military service will be submitted with the request.

27.10.2. Provisions of the Military and Veterans Code of the State of California, Sections 395-395.5 will govern military leave. In general, current law provides that an employee having one (1) year or more service with a public entity is entitled to military leave with pay not exceeding thirty (30) days per year if the employee is engaged in military duty ordered for purposes of active military training or encampment. An employee who is required to attend scheduled service drill periods or perform other inactive duty reserve obligations is entitled to military leave without pay, not exceeding seventeen (17) calendar days per year, although the employee may, at his or her option, elect to use accrued leave time to attend the scheduled reserve drill periods or to perform other inactive drill period obligations. Employees who participate in weekend military drill duty are not eligible for leave with pay for such activity, but may have their regular work schedule changed to accommodate the required time off.

27.11. Bereavement Leave

27.11.1. Any full-time employee, whether probationary or regular, will receive a maximum of thirty-six (36) hours of paid time for the death or funeral of an immediate family member. Bereavement leave shall be used within six (6) months of the death of the immediate family member. Immediate family member is defined as the employee's father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, step-brother, sister, step-sister, husband, wife, domestic partner, biological child, adopted child, step-child, child of a domestic partner, grandchild, grandparent, foster parent, foster child, legal guardian, or any family member with whom the employee resides. Employees must submit an online time off request form for approval by their supervisor. Employees may be required to furnish evidence satisfactory to ~~the District~~OC San of the family member's death and the employee's relationship to the deceased family member. Employees may submit requests for bereavement leave after the six (6) months to the Director of Human Resources or designee, who has the discretion to grant or deny such requests. Any denial of a request for the use of bereavement leave after the designated six (6) months is not grievable or otherwise subject to appeal.

ARTICLE 28. LEAVE-OF-ABSENCE WITHOUT PAY

28.1. It is the policy of ~~the District~~OC San to grant employees leaves-of-absence without pay under certain circumstances and in accordance with state and federal benefit entitlement laws. Except as stated below, employees will not receive compensation during an unpaid leave-of-absence. Employees will not be granted an unpaid leave of absence prior to exhausting all paid leave accrual balances, excluding employees protected by PDL (Pregnancy Disability Leave)/FMLA (Family and Medical Leave Act)/CFRA (California Family Rights Act) for their own serious health condition.

28.2. Using the prescribed forms, approved by ~~District~~OC San management, any full-time, including probationary, or part-time employees with at least fifty-two (52) weeks of service and at least twelve hundred fifty (1,250) hours of service, may be granted an FMLA and/or CFRA leave-of-absence without pay, not to exceed twelve (12) weeks in a rolling twelve (12) month calendar period. A "rolling" twelve (12) month period is measured backward from the date the employee uses the leave. A request for leave of absence without pay must be made upon prescribed forms in all instances where an employee is absent without pay for more than five (5) consecutive working days, or for absences of ten (10) working days or more when using paid sick leave accruals.

~~28.2.~~28.3. Substitution of Paid Leave

~~28.2.1.~~28.3.1. Employees who request FMLA and/or CFRA Leave for qualifying purposes other than the employee's own serious health condition will be required to use all accruals before unpaid leave is granted. Paid time off will not accrue during any pay period that an employee is absent without pay for more than one (1) day.

~~28.2.2.~~28.3.2. Personal leave accruals may be used for the care of the employee's father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, step-brother, sister, step-sister, husband, wife, domestic partner, biological child, adopted child, step-child, foster child, legal ward, child of a domestic partner, grandchild**,** grandparent, foster parent, legal guardian, or any family member with whom the employee resides.

~~28.3.~~28.4. Permissible Uses

~~28.3.1.~~28.4.1. FMLA Leave. FMLA Leave may be used for:

~~28.3.1.1.~~28.4.1.1. The birth of a child or to care for a newborn of an employee;

~~28.3.1.2.~~28.4.1.2. The placement of a child with an employee in connection with the adoption or foster care of a child;

~~28.3.1.3.~~28.4.1.3. The care for the employee's father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, step-brother, sister, step-sister, husband, wife, registered domestic partner, biological child, adopted child, step-child, foster child, legal ward, child of a domestic partner, grandchild**,** grandparent, foster parent, legal guardian**,** or any family member with whom the employee resides who has a serious health condition, as defined in the Act;

~~28.3.1.4.~~28.4.1.4. The employee's own serious health condition that renders the employee unable to perform the essential functions of his or her position, including incapacity due to pregnancy;

~~28.3.1.5.~~28.4.1.5. A qualifying exigency arising out of the fact that an employee's family member is on covered active duty or called to covered active duty status in the Armed Forces. A qualifying exigency may include activities such as making arrangements for childcare, attending counseling relating to the active duty of the service member, or attending to farewell or arrival arrangements for the service member;

~~28.3.1.6.~~28.4.1.6. The care for the employee's family member or "next of kin" service member of the United States Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty. This leave may consist of up to twenty-six (26) weeks of unpaid leave during a single 12-month period.

~~28.3.2.~~28.4.2. CFRA Leave. CFRA Leave may be used for:

~~28.3.2.1.~~28.4.2.1. The same purposes as FMLA Leave, including the care of a domestic partner or child of a domestic partner, and will run concurrently with FMLA Leave.

~~28.3.2.2.~~28.4.2.2. CFRA Leave may not be used for 1) an employee's incapacity due to pregnancy, or 2) ~~leave due to a qualifying exigency, or 3)~~ to care for a family member or next of kin with a serious injury or illness incurred in the line of duty. However, incapacity due to pregnancy may entitle an employee to up to four (4) months of pregnancy disability leave under California's Pregnancy Disability Leave (PDL) law.

~~28.4.~~28.5. General Provisions

~~28.4.1.~~28.5.1. Requests for FMLA and CFRA Leave

~~28.4.1.1.~~28.5.1.1. Where the need for Leave is foreseeable, ~~the District~~OC San requests thirty (30) days' advance notice.

~~28.4.2.~~28.5.2. Medical Certification

~~28.4.2.1.~~28.5.2.1. As a condition of FMLA and/or CFRA Leave because of a serious health condition, ~~the District~~OC San may require certification by the employee's attending physician in accordance with the Department of Labor (DOL) regulations.

~~28.4.3.~~28.5.3. Medical and Dental Premiums

~~28.4.3.1.~~28.5.3.1. During FMLA and/or CFRA Leave, ~~the District~~OC San will pay for medical and dental benefits at the same level as coverage would have been provided if the employee was not on leave. The employee will be required to pay his or her share of medical and dental premiums. Failure to submit a monthly co-payment, in full, within forty-five (45) days of the invoice date will result in loss of group coverage. Coverage will be reinstated upon return to active employment.

~~28.4.4.~~28.5.4. Reinstatement

~~28.4.4.1.~~28.5.4.1. Upon expiration of FMLA and/or CFRA Leave, the employee will be reinstated to the same or a comparable position unless the employee would not otherwise have been entitled to that position for reasons unrelated to such leave (e.g., lay-off), in which case ~~the District~~OC San's obligation to continue health and dental or other benefits will cease.

~~28.4.5.~~28.5.5. ~~District~~OC San Employment of Spouses/Domestic Partners

~~28.4.5.1.~~28.5.5.1. FMLA Leave. Married employees will be limited to a combined total of twelve (12) weeks FMLA or CFRA Leave in a rolling twelve (12) month calendar period for the care of a parent or newly born or placed child.

~~28.4.5.2. CFRA Leave. Married employees and employees in domestic partnerships will be limited to a combined total of twelve (12) weeks CFRA Leave in a rolling twelve (12) month calendar period for the care of a newly born or placed child.~~

~~28.4.6.~~28.5.6. General Leave

~~28.4.6.1.~~28.5.6.1. Employees who have exhausted all paid time off accruals may request to be granted a general leave-of-absence by ~~District~~OC San management to attend to personal matters or for FMLA and/or CFRA qualifying events after the expirations of previously authorized leave.

~~28.4.6.2.~~28.5.6.2. During a general leave-of-absence, the employee will be required to pay both ~~the District~~OC San's and the employee's share of medical and dental premiums.

~~28.4.6.3.~~28.5.6.3. Failure to submit a monthly co-payment, in full, within forty-five (45) days of the invoice date will result in loss of group coverage. Coverage will be reinstated upon return to active employment.

~~28.4.7.~~28.5.7. Return to Work Policy

~~28.4.7.1.~~28.5.7.1. An employee who has been absent from work due to a medical reason may be subject to a Return-to-Work medical evaluation.

~~28.4.7.2.~~28.5.7.2. If it is determined that the job demands of the position last held by the employee are not compatible with the employee's restrictions (with reasonable accommodation if the employee is disabled within the meaning of the ADA/FEHA) and the employee is willing to return to work, placement in an alternative position, if available, will be considered. The employee will be re-classified as medically disqualified while alternative positions are being considered. Such time off will be without pay; however, the employee may elect to use accrued leave hours, such as vacation, sick or personal, to receive compensation. Placement of an employee in an alternative position requires a pre-placement medical evaluation for the alternative job.

~~28.4.7.3.~~28.5.7.3. If it is determined that the job demands of the position last held by the employee are not compatible with the employee's restrictions (and cannot be reasonably accommodated if the employee is disabled within the meaning of ADA/FEHA) and there is not an alternative position, or the employee's restrictions are not compatible with an alternative position, or the employee is not willing to return to work, the employee will be re-classified as medically disqualified and not permitted to work. Thereafter, the employee will be retired for disability, if eligible, or dismissed. Such dismissal will not imply disciplinary action for cause. If requested, the employee's file will indicate the employee left for personal reasons.

~~28.4.8.~~28.5.8. Bridge of Service

~~28.4.8.1.~~28.5.8.1. If an employee is dismissed per Section 28.5.7.3 and then is rehired to a position within ~~the District~~OC San within one (1) year, ~~the District~~OC San will bridge the employee's service date. Bridging of service procedures involve adding the total number of days away from work to the employee's original date of hire.

~~28.4.9.~~28.5.9. Failure to Return to Work

~~28.4.9.1.~~28.5.9.1. If, upon the expiration of FMLA and/or CFRA Leave, or any ~~District~~OC San-approved extension thereof including General Leave, an employee fails to return to work and no additional leave has been authorized, the employee will be considered to have automatically resigned from his/her position. In such cases, the employee will receive advance notification of ~~the District~~OC San's intent to implement an automatic resignation.

~~28.4.10.~~28.5.10. Compliance with Law

~~28.4.10.1.~~28.5.10.1. These leave-of-absence provisions will be interpreted and applied in a manner that is consistent with the provisions of FMLA, CFRA, ADA and all other

laws. In the event there is a direct conflict between these provisions, as written or applied, the provisions of law will govern.

ARTICLE 29. CLASSIFICATION STUDIES

29.1. An employee who believes his/her position is not properly classified may submit a written request to the Department Director asking that a classification study be conducted. The Department Director will acknowledge the request in writing and review the request for accuracy, and forward it to the Director of Human Resources, or designee, for consideration and response. Classification studies will only be conducted twice a year in November and during the budget process; therefore, classification study requests shall be submitted October 1st for the November review and according to the Finance budget schedule. ~~District~~OC San's management may also conduct classification studies at their discretion to ensure that the duties and responsibilities of all employees are appropriately allocated within the classification structure.

29.1.1. The findings of the Human Resources Department are final and not subject to the appeal, problem-solving or grievance process.

29.1.2. All classification study findings regarding existing classifications are subject to approval by the General Manager; findings recommending a new job classification range are subject to approval by ~~the District~~OC San's Board of Directors. The recommendations of the classification study will be implemented in the first pay period immediately following the completion of the study unless the recommendations require action by the Board of Directors prior to implementation. In such event, the recommendations will be implemented in the first pay period immediately following authorization by the Board.

~~29.1.1.~~

29.2. Y-Rating

29.2.1. In the event the duties and responsibilities of a position are allocated to a lower paid classification, the salary of the incumbent of that position will remain unchanged.

29.2.2. Y-rating will be granted for all reclassifications where employees are working in a job classification with a lower maximum rate of pay.

29.2.3. The Y-rate will remain in effect until the salary range for the new classification equals or exceeds the employee's Y-rated salary. Employees become eligible for merit increases and range adjustments when the Y-rate is no longer in effect.

29.2.4. Career Change – Operator-in-Training: Y-rating will occur when an existing employee is selected as a candidate for an Operator-in-Training classification when the employee's hourly rate is higher than the applicable hourly rate for the Operator-in-Training classification. The Y-rating shall begin with the effective date of the new classification and continue for eighteen (18) months. The employee must obtain a Grade I Plant Operator certificate within this eighteen (18) month period. The employee will serve a probationary period for the first six (6) months of this eighteen (18) month period. If the employee does not obtain a Grade I Plant Operator certificate or does not pass probation, the employee will be returned to his/her prior position or an equivalent position.

29.2.5. Career Change – Power Plant Operator I: Y-rating will occur when an existing employee is selected as a candidate for a Power Plant Operator I classification when the employee's hourly rate is higher than the applicable hourly rate for the Power Plant Operator I classification. The Y-rating shall begin with the effective date of the new classification and continue for twenty-four (24) months. The employee will serve a probationary period for the first six (6) months of this twenty-four (24) month period. If the employee does not pass probation, the employee will be returned to his/her prior position or an equivalent position.

29.3. Reopener: OC San and Local 501 agree to reopen this Agreement to meet and confer regarding the comparison agencies used for any classification and compensation studies.

~~29.3. Classification Adjustment Reopener: The District and the Group agree to reopen this Agreement to discuss the salary range for the Mechanic series and if it should be adjusted consistent with the salary range for Instrumentation/Electrical Technician I and II.~~

ARTICLE 30. DRIVER'S LICENSE

30.1. Employees who are required by ~~the District~~OC San to drive must notify their supervisor and the Risk Management Division immediately upon receipt of any suspension or revocation of their California Driver's License privileges. Failure to do so could result in disciplinary action up to and including separation.

30.2. If an employee whose license is suspended or revoked and is thus unable to perform his/her regular duties and responsibilities notifies ~~the District~~OC San in a timely fashion, an attempt will be made to place the employee in an equal or lower level position for which he/she is qualified. Placement in the range of the new classification is subject to ~~District~~OC San's management discretion.

30.3. ~~The District~~OC San will continue to pay the license renewals and physical examination costs of Class A & B licenses that are specifically required by ~~the District~~OC San.

ARTICLE 31. LAYOFF PROCEDURE

31.1. Nothing herein will be construed to require ~~the District~~OC San to fill vacant, budgeted positions nor to prohibit ~~the~~ ~~District~~OC San from eliminating vacant positions from the budget. ~~The District~~OC San reserves the right to reassign staff to other positions in instances involving job restructuring, reorganization or due to lack of work.

31.2. If, in the sole discretion of ~~District~~OC San's management, personnel reductions are necessary, layoff order and recall lists will be developed based upon job classification, priority of function, job performance, individual qualifications and seniority. Local 501 and employees subject to layoff will be provided with at least two (2) weeks notification in writing whenever possible.

31.3. Employees in classifications subject to layoff may request a voluntary demotion to any previously held position for which they remain qualified. Such request must be made in writing to the Human Resources Department within five (5) days of receipt of the Layoff Notice. The salary of an employee who voluntarily demotes will be unchanged, except that it may not exceed the top of the range for the lower level classification.

31.4. Recall lists will be developed for all classifications experiencing personnel reductions, and will be maintained for a period of two (2) years from the date of layoff. Individuals will be placed on the list in the inverse order of layoff, so that the last person laid off is the first recalled. When a vacancy occurs in a classification for which a Recall list exists, an offer of reemployment will be made to the individual on the top of the list. That individual must respond to the offer within five (5) days, or the offer will be made to the next person on the list. An individual who either does not respond or refuses three (3) consecutive offers will have his/her name removed from the list.

31.5. All notification and responses must be in writing and delivered either in person or by Certified Mail. It is the responsibility of all employees to keep the Human Resources Department informed of their current address, or where they may be contacted.

ARTICLE 32. LIGHT DUTY

32.1. An employee who is released by a physician to perform limited duties because of a temporary disability may be assigned to light duty at the discretion of ~~the District~~OC San. Light duty may consist

of duties other than those normally performed by the employee and that are within the employee's medical restrictions. An employee assigned to light duty will be paid the regular wage rate for the job classification to which he or she was assigned prior to being temporarily disabled.

ARTICLE 33. MEDICAL EXAMINATION

33.1. When there is reasonable evidence to suggest that an employee is impaired in a manner that endangers his/her own health or safety, or that of others, ~~the District~~OC San may require that employee to be examined or evaluated by a health care provider. The purpose of such examination must be job related. Any examination under this provision will be conducted on ~~District~~OC San's time and at ~~District~~OC San's expense. An employee may submit an independent medical opinion regarding his/her condition and addressing his/her ability to competently perform the duties of the position. This information will be reviewed and considered by a competent medical authority in arriving at a decision regarding the individual's continued employment in the position.

ARTICLE 34. MILEAGE ALLOWANCE

34.1. Approved use of a personal vehicle for ~~District~~OC San business will be reimbursed at the current IRS rate.

ARTICLE 35. ACTING PAY

35.1. Employees who are assigned by ~~District~~OC San's management to perform the duties of a budgeted position at a higher level for a period of at least forty (40) consecutive hours in a pay period will be eligible for a one (1) step salary increase, or the first step of the range for the higher level classification, whichever is greater. The higher rate of pay begins with hour forty-one (41) and continues until the assignment ends or the six (6) month limitation has been reached at which time a determination will be made as to whether the position should or should not be posted. Requests for acting pay require the pre-approval of the employee's Department Director and the Director of Human Resources, or designee(s). The forty (40) hour eligibility period may be waived at the discretion of the General Manager.

35.2. Substitution Pay

35.2.1. Employees in the Operations and Maintenance Departments who are assigned by ~~District~~OC San's management to perform the duties of an absent Supervisor shall be eligible for Substitution Pay which shall begin with the first hour of assignment.

35.3. Operations

35.3.1. If a Lead Plant Operator or Senior Plant Operator is assigned to perform the work of an Operations Supervisor because of the absence of the regularly assigned Operations Supervisor and the unavailability of an alternate Operations Supervisor for an entire shift, the Lead Plant Operator or Senior Plant Operator will be paid equal to a one (1) step salary increase or the first step of the Operations Supervisor pay range, whichever is greater.

35.4. Maintenance

35.4.1. If an employee in any of the "Lead" classifications is assigned to perform the work of a Maintenance Supervisor because of the absence of the regularly assigned Maintenance Supervisor and the unavailability of an alternate Maintenance Supervisor for a period of at least two (2) weeks, the "Lead" worker will be paid equal to a one (1) step salary increase or the first step of the Maintenance Supervisor pay range, whichever is greater.

ARTICLE 36. PERFORMANCE REVIEWS

(This Article intentionally left blank. Information related to performance reviews is included in Article 13.)

ARTICLE 37. PERSONNEL FILES

37.1. Employees have the right to inspect their Personnel File in the Human Resources Department during the normal office hours of the Human Resources Department by appointment. Employees who wish to correct allegedly erroneous information in their file, or request that items related to disciplinary matters be removed after the indicated time period has elapsed, should submit a request in writing to the Director of Human Resources, or designee. It is the responsibility of each employee to keep the personal information in his/her file current, including home address, telephone number and person to contact in an emergency.

ARTICLE 38. BULLETIN BOARDS

38.1. Local 501 may use the bulletin boards located at Plant 1 (10844 Ellis Avenue, Fountain Valley, CA 92708) and Plant 2 (22212 Brookhurst Street, Huntington Beach, CA 92646) which are designated for use by employee groups to post notices to ~~the District~~OC San employees provided that: (a) no controversial matter which is critical or derogatory of ~~the District~~OC San, its employees, officers or Directors may be posted; (b) nothing posted by ~~the District~~OC San may be removed; (c) Local 501 will remove its notices after a reasonable length of time; and (d) only a reasonable number of notices will be posted.

ARTICLE 39. RELEASE TIME FOR MEET AND CONFER SESSIONS

39.1. A maximum of six (6) employees covered by this Agreement and appointed by Local 501 will be granted reasonable release time for attending meet and confer sessions at the bargaining table. Release time will not be compensated for any hours that exceed the employee's regularly scheduled hours of work.

39.2. Local 501 will provide the Director of Human Resources, or designee, with the names of employees requiring meet and confer release time in advance of the meet and confer process. Release time will be limited exclusively to the six (6) employees. The release time will be granted provided that the needs of ~~the District~~OC San permit the time away from assigned work.

ARTICLE 40. USE OF ~~DISTRICT~~OC SAN FACILITIES

40.1. ~~District~~OC San facilities may be used by Local 501 with prior notice to the Director of Human Resources, or designee, for the purpose of holding meetings, to the extent that such use does not interfere with normal ~~District~~OC San operations. Local 501 agrees to pay for the cost of any additional custodial or security services.

ARTICLE 41. SCOPE OF BARGAINING

41.1. ~~The District~~OC San and Local 501 acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects within the scope of representation. Therefore, the ~~District~~OC San and Local 501, for the term of this Agreement, except as otherwise provided herein, each voluntarily and unqualifiedly waive the right, and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter contained in this Agreement.

ARTICLE 42. IMPASSE PROCEDURES

42.1. If either ~~the District~~OC San or Local 501 declares that an impasse exists in the meet and confer process, the party so declaring may initiate the impasse procedure by providing the other party with a written request for an impasse meeting, together with a statement of its position on all issues. An impasse meeting will be scheduled and held between the parties within fourteen (14) calendar days or as soon as practicable to:

42.2. Review the position of the parties in a final effort to reach agreement on a memoranda of understanding, and

42.3. If the impasse is not resolved, to discuss the immediate utilization of impasse procedures outlined herein.

42.4. Impasse procedures are:

42.4.1. Mediation: If the parties mutually agree to submit the dispute to the State Mediation and Conciliation Service all mediation proceedings will be private and as soon as practicable. The mediator will make no public recommendation, nor take any public position at any time concerning the issues.

42.4.2. Fact-Finding: Whether the parties submit the dispute to mediation or not, Local 501 may request that the parties' differences be submitted to a factfinding panel as soon as practicable. The cost of a fact finder and other mutually incurred costs will be mutually shared by ~~the District~~OC San and Local 501.

42.4.3. Board Actions: If the parties fail to resolve the impasse, the dispute will be sent to ~~the District~~OC San's Board of Directors for resolution. Each party will submit its written proposal on all issues to the Board. The Board may take such action to resolve the impasse as it deems appropriate to the public interest. Any action taken by the Board to resolve the impasse will be final and binding.

ARTICLE 43. SEVERABILITY

43.1. Notwithstanding any other provisions in this Agreement, in the event that any Article, Section or Subsection of this Agreement will be declared invalid by any court or by any State or Federal law or regulation, or should a decision by any court or any State or Federal law or regulation diminish the benefits provided by this Agreement, or impose additional obligations on ~~the District~~OC San, ~~the District~~OC San and Local 501 will meet and confer on the affected Article, Section or Subsection. In such event, all other Articles, Sections or Subsections of this Agreement not affected will continue in full force and effect.

ARTICLE 44. UNIFORMS

44.1. ~~The District~~OC San will provide and maintain twelve (12) uniform pants and shirts, which may include the name of the employee and ~~District~~OC San's seal, at no cost to appropriate personnel.

44.2. ~~The District~~OC San will also provide each field employee with one (1) jacket. ~~The District~~OC San will provide for the cleaning of the jacket, and will determine when the jacket needs to be replaced.

44.3. ~~District~~OC San's management may establish specific appearance guidelines. All employees who are issued uniforms must wear them during the performance of their regular duties. Failure to wear required clothing, shoes and safety equipment may be cause for disciplinary action.

44.4. Employees covered by this Agreement shall receive a safety boot allowance in the amount of $225 at the beginning of each fiscal year.

ARTICLE 45. SUBSTANCE ABUSE POLICY

45.1. ~~The District~~OC San's Drug and Alcohol Policy will apply to all Unit members. ~~The District~~OC San may adopt or implement rules, regulations and policies to be in compliance with Federal and State laws. In such cases, notification will be provided to the bargaining unit prior to implementation.

45.2. Department of Transportation (DOT) Regulations

45.2.1. Every driver who operates a commercial motor vehicle in interstate or intrastate commerce, and is subject to the commercial driver's license requirements of the Department of Transportation, Federal Highway Administration CFR Part 382 is subject to ~~the District~~OC San's Anti-Drug and Alcohol Program. ~~The District~~OC San will ensure that all alcohol or controlled substances testing conducted under the Substance Abuse and Alcohol Misuse Plan complies with the procedures set forth in CFR Part 40.

~~45.2.1.~~45.2.2. Any employee promoted, reassigned or transferred into a classification subject to DOT requirements will be required to successfully complete alcohol and controlled substances testing prior to assuming the position.

45.3. ~~District~~OC San's Substance Abuse Policy:

45.3.1. Any employee may be subject to discipline, up to and including termination, for any alcohol screen test that indicates an alcohol concentration level of 0.02% or greater.

ARTICLE 46. DUES DEDUCTIONS

46.1. ~~The District~~OC San will deduct from each regular paycheck and remit to Local 501 the dues, initiation fees and assessments for each employee who authorizes such deduction in writing. Such authorizations must be filed by the end of the pay period prior to the period for which the deduction is requested.

46.2. ~~The District~~OC San will provide Local 501 a quarterly list of the names of employees for whom it has made deductions, the names of new employees, and the names of employees who have terminated.

ARTICLE 47. UNION DUES

47.1. Legislative Authority

47.1.1. The parties mutually understand and agree that in accordance with California Government Code Sections 3500, et.seq., all full-time Unit employees represented by the International Union of Operating Engineers, Local 501 (hereinafter "Union") have the right to join or not join the Union.

47.2. Union Dues

47.2.1. The Human Resources Department shall provide all current employees and any employees hired thereafter with notice advising them that ~~the District~~OC San has entered into a memorandum of understanding with the Union, and that all employees within the Bargaining Unit are subject to the Agreement.

47.2.2. The Union shall submit to ~~the District~~OC San a certified list of employees of whom to deduct monthly Union Dues from. If an employee's membership status changes, the Union shall notify ~~the District~~OC San via amendment to the certified list. The effective date of Union dues shall begin no later than the first full pay period after receipt of the certified list from the Union. The monetary amount of Union Dues shall be set by the Union. In the event of a change to Union Dues, the Union shall notify ~~the District~~OC San of the adjusted amount.

47.2.3. The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. In the case of an employee who is receiving catastrophic leave benefits during a pay period, no deductions shall be made. In this connection, all other legal and required deductions (including health care and insurance deductions) have priority over Union dues and services fees.

47.3. Indemnification

47.3.1. The Union shall indemnify, defend and hold ~~the District~~OC San harmless against any liability arising from any claims, demands, or other action relating to ~~the District~~OC San's deduction of Union Dues, including claims relating to the Union's use of monies collected under these provisions. ~~The District~~OC San reserves the right to select and direct legal counsel in the case of any challenge to ~~the District~~OC San's deduction of Union Dues, and the Union agrees to pay any attorney, arbitrator or court fees related thereto.

ARTICLE 48. PEACEFUL RESOLUTION OF DISPUTES

48.1. During the term of this Memorandum, or any subsequent period when impasse resolution procedures are in progress or recommendations resulting from such procedures are being considered by the parties, ~~the District~~OC San agrees it shall not lockout employees in this Unit, and Local 501 agrees that it shall neither advocate, encourage or participate in any strike, including sympathy strike, or work stoppages, nor encourage employees to refrain in whole or in part from the full, faithful and proper performance of their duties of employment.

ARTICLE 49. SHIFT CHANGES

49.1. The shift change provision is intended to provide an opportunity for employees to bid for open positions based on their job knowledge, experience and seniority. An open position is considered an unencumbered position, or vacancy, resulting from a transfer, promotion, separation, or retirement. Shift changes will be handled on the basis of seniority except when ~~the District~~OC San can demonstrate a business necessity.

49.2. Relief Operator

49.2.1. When Plant Operators, Senior Plant Operators or Power Plant Operator series are assigned to Relief Operator positions, they will be entitled to $1.75 per hour premium.

49.2.2. Except in emergencies, an employee will be notified of a change in his/her work schedule at least forty-eight (48) hours in advance of such change, preferably seven (7) calendar days in advance of such change. In the event that notice is under forty-eight (48) hours, management will first try to fill vacancy from the overtime list. Failure to fill from the overtime list will result in payment equivalent to call back pay in addition to any pay received from the shift worked for the Relief Operator.

49.2.3. It will be the intent of Management that relief employees will receive two (2) consecutive days off and will only be subject to split days off when schedule changes occur.

49.3. Shift change-bidding procedure

49.3.1. ~~The District~~OC San will mail (email is acceptable) a Shift Change Request Form to employees in appropriate classifications every six (6) months. Any employee who wishes to be assigned to the same or a different shift, and who is qualified for that shift, may indicate his/her preference for reassignment on the Shift Change Request Form. The Shift Change Request

Form must be returned within thirty (30) days for an employee to be placed on a shift bid list. The list of requests will be used for a period of six (6) months to fill vacant positions. A new employee or a promoted employee may request through the Human Resources Department to be added to the current list within two (2) weeks of his/her start date (new employee) or of being notified of the promotion.

49.3.2. When ~~the District~~OC San intends to fill an open position, the following steps will be followed:

49.3.2.1. ~~The District~~OC San will notify the most senior employee on the Shift Change Request list of the availability of the open position; however, ~~the District~~OC San may also notify the employee that his/her work location may not be changed in accordance with Section 17.2. ~~The District~~OC San agrees that it will verbally notify the employee about the plant connected with the shift.

49.3.2.2. Within two (2) business days of the shift change offer, the employee must notify ~~the District~~OC San in writing (email is acceptable) of his/her decision to accept or reject the position.

49.3.2.3. If the most senior employee rejects the position, the position will be offered to the next most senior employee on the list.

49.3.2.4. The process will be repeated until the position is filled or the list is exhausted.

49.3.3. If an employee declines a shift change offer, or does not notify the Human Resources Department within the two (2) business days, his/her name will remain on the list unless they request in writing to have it removed. An employee who accepts a shift change offer will be notified of the effective date of the shift change within seven (7) business days.

49.3.4. When an employee is awarded a shift bid, the employee shall begin the new shift within 30 days of accepting the bid. The 30 days may be extended if the shift change would interfere with the initial training of a newly hired Power Plant Operator.

49.4. Requests for urgency transfer

49.4.1. On occasion, an employee may wish to initiate a transfer to a different shift or plant in response to a personal situation beyond his/her immediate control. Management will make a reasonable effort to accommodate such requests, considering the operational needs of ~~the District~~OC San, in accordance with the following guidelines:

49.4.2. The requirement to work any shift is considered an essential job function. An employee who requests a transfer due to health reasons that are supported by competent medical findings will be considered disabled and an effort will be made to explore reasonable accommodations. If such accommodations cannot be made, or if the accommodation would result in an undue business hardship on ~~the District~~OC San, the employee will have the option of remaining in the position unless his/her presence would pose a threat to the safety and welfare of others.

49.4.3. Transfer requests for non-medically related reasons will be considered only when the health or well being of the employee or a member of his/her immediate family is involved. In such events, the transfer would normally be of a temporary nature and limited to the duration of the emergency.

49.4.4. Employees who wish to submit a Request for Transfer must do so in writing to their supervisor. The request should contain sufficient information to allow full consideration of the nature of the emergency or medical condition, and include medical documentation.

ARTICLE 50. WORKPLACE VIOLENCE AND WEAPONS POLICY

50.1. ~~The District~~OC San's Workplace Violence and Weapons Policy will apply to all Unit members.

ARTICLE 51. RESIGNATION

51.1. Employees resigning from OC San are expected to give a minimum of two (2) weeks ~~written notification when terminating employment with OC San. OC San~~advanced written notice prior to leaving. OC San may accept in writing any verbal or written resignation at any time and deem such resignation irrevocable. Voluntary written termination of employment with ~~the District~~OC San is automatically deemed irrevocable after seventy-two (72) hours from the receipt of the resignation except by approval of the Director of Human Resources, or designee. ~~The District may accept in writing any verbal or written resignation at any time and deem such resignation irrevocable.~~

ARTICLE 52. OPERATOR CERTIFICATION

52.1. All employees assigned to the Lead Plant Operator, Senior Plant Operator, Plant Operator or Operator-in-Training classifications will comply with the certification requirements of Chapter 4, Title 23, Subchapter 14 of the California Administrative Code. Failure to maintain a valid certificate will be grounds for dismissal. This provision will not be subject to the Grievance Procedure.

52.2. ~~The District~~OC San will notify the Office of Operator Certification in writing within thirty (30) days of a final disciplinary action resulting in suspension, demotion or discharge of a certified operator if the discipline is the result of commission of any of the acts defined as grounds for discipline within the Operator Certification Regulations.

52.3. As a condition of employment, newly hired Operator-in-Training employees who do not possess a Certificate of Competence will apply for an Operator-in-Training Certificate and pay any applicable fee to the State Water Resources Control Board and submit proof of such application to the Human Resources Department within ten (10) business days of employment. Operators-in-Training who do not receive their Grade I Certificate within three (3) years from their date of hire will be released from ~~District~~OC San's employment. ~~The District~~OC San agrees to continue its current policy of reimbursing Operations and Maintenance employees for required certifications upon receiving a passing score.

~~ESSENTIAL WORKER PAY~~

~~Employees hired or promoted into the Group as of the last day of the first full pay period in July 2022 will receive a $2,000 one-time payment.~~

ARTICLE 53. OPERATOR ROTATIONS

53.1 All employees assigned to the Lead Plant Operator, Senior Plant Operator, Plant Operator or Operator-in-Training classifications will be subject to Plant Operator Process Area and Plant Rotation Programs as developed.

SIGNATURE PAGE

202219 - 20252

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

ORANGE COUNTY SANITATION DISTRICT

AND THE

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 501

FOR THE

OPERATIONS AND MAINTENANCE GROUP

Executed: _____

LOCAL 501	**ORANGE COUNTY SANITATION DISTRICT**
Edward J. Curly, Business Manager and General Vice President	Laura Drottz Kalty, Lead Negotiator
Thomas O'Mahar, President	Celia Chandler, Director of Human Resources
Deric Barnes, Business Representative	Laura Maravilla, Human Resources & Risk Manager
~~Gilbert Barela, Shop Steward~~Richard Bartow, Business Representative	Andrew Nau, Human Resources Supervisor
	Janine Aguilar, Human Resources Supervisor
~~Jason Biedermann, Shop Steward~~David Collett, Shop Steward	Thys DeVries, Principal Human Resources Analyst
~~Sid Downer~~Rick Mirolla, Shop Steward	Stephanie Barron, Senior Human Resources Analyst
~~Luis Gasca~~Lia Togia, Shop Steward	
~~Erik Stratmoen~~Tim Hopkins, Shop Steward	
~~Aaron Suarez~~Tracey Murphy, Shop	

Steward

Luis Gasca, Shop Steward

EXHIBIT A

LOCAL 501 - OPERATIONS AND MAINTENANCE UNIT

Classification	Pay Grade	Effective 1-Jul-22		Effective 14-Jul-23		Effective 12-Jul-24	
		MIN	MAX	MIN	MAX	MIN	MAX
Automotive/Heavy Equipmt Technician	LOC67	$42.25	$51.36	$43.94	$53.41	$45.48	$55.28
Electrical Technician I	LOC65	$40.23	$48.87	$41.84	$50.82	$43.30	$52.60
Electrical Technician II	LOC71	$46.61	$56.67	$48.47	$58.94	$50.17	$61.00
Facilities Worker	LOC62	$37.36	$45.41	$38.85	$47.23	$40.21	$48.88
Instrumentation Technician I	LOC65	$40.23	$48.87	$41.84	$50.82	$43.30	$52.60
Instrumentation Technician II	LOC71	$46.61	$56.67	$48.47	$58.94	$50.17	$61.00
Lead Electrical Technician	LOC75	$51.48	$62.55	$53.54	$65.05	$55.41	$67.33
Lead Facilities Worker	LOC66	$41.24	$50.13	$42.89	$52.14	$44.39	$53.96
Lead Instrumentation Technician	LOC75	$51.48	$62.55	$53.54	$65.05	$55.41	$67.33
Lead Mechanic	LOC72	$47.78	$58.09	$49.69	$60.41	$51.43	$62.52
Lead Plant Operator	LOC75	$51.48	$62.55	$53.54	$65.05	$55.41	$67.33
Lead Power Plant Operator	LOC75	$51.48	$62.55	$53.54	$65.05	$55.41	$67.33
Machinist	LOC68	$43.28	$52.62	$45.01	$54.72	$46.59	$56.64
Maintenance Worker	LOC60	$35.56	$43.22	$36.98	$44.95	$38.27	$46.52
Mechanic	LOC62	$37.36	$45.41	$38.85	$47.23	$40.21	$48.88
Mobile Crane Operator	LOC67	$42.25	$51.36	$43.94	$53.41	$45.48	$55.28
Operator-In-Training	LOC58	$33.82	$41.12	$35.17	42.76	$36.40	$44.26
Plant Operator	LOC66	$41.24	$50.13	$42.89	$52.14	$44.39	$53.96
Power Plant Operator I	LOC66	$41.24	$50.13	$42.89	$52.14	$44.39	$53.96
Power Plant Operator II	LOC71	$46.61	$56.67	$48.47	$58.94	$50.17	$61.00
Reliability Maintenance Technician	LOC75	$51.48	$62.55	$53.54	$65.05	$55.41	$67.33
Senior Mechanic	LOC68	$43.28	$52.62	$45.01	$54.72	$46.59	$56.64
Senior Plant Operator	LOC71	$46.61	$56.67	$48.47	$58.94	$50.17	$61.00
Welder/Fabricator	LOC67	$42.25	$51.36	$43.94	$53.41	$45.48	$55.28