

**.MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA CRUZ REGIONAL 9-1-1
AND
OPERATING ENGINEERS LOCAL 3**

January 1, 2016 – December 31, 2018

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA CRUZ REGIONAL 9-1-1
AND
OPERATING ENGINEERS LOCAL 3**

January 1, 2016 – December 31, 2018

PREAMBLE

This Memorandum of Understanding (MOU) sets forth the agreement between the representatives of the Operating Engineers, Local 3 (hereinafter referred to as “Union”) and the representatives of the SCR9-1-1 (hereinafter referred to as “Authority”) on all matters concerning wages, hours, working conditions and other terms of employment for employees within the bargaining unit.

The Authority and the Union have met and conferred in good faith and have arrived at an understanding concerning wages, hours, working conditions and other terms of employment. This agreement supersedes all prior Memoranda of Understanding that pertained to members of this bargaining unit. In the event of a conflict between this contract and any policy, memorandum or directive, either written or verbal, this contract shall prevail.

1.0 RECOGNITION

1.1 Pursuant to the Meyers-Milias-Brown Act and the Authority's Employer-Employee Resolution, the Union is hereby recognized as the exclusively recognized employee organization for represented Unit employees. Classifications in the bargaining unit are listed in Appendix A. Pursuant to language in the MOU, this list can be amended from time to time.

2.0 NON-DISCRIMINATION

2.1 The Authority and the Union will cooperate in pursuing a policy of affirmative action, equal employment and equal promotional opportunity for all employees in accordance with the Authority's adopted Equal Employment Opportunity Plan and applicable law. There shall be no discrimination because of a person's political or Union affiliation or belief, non-affiliation or non-belief, race, color, ancestry, age, sex, national origin, religious creed, marital or military status, sexual orientation, medical condition (cancer related or genetic characteristic) or disability. There will be no coercion, intimidation, or discrimination

against any employee for exercising her/his right to form, join and participate in the activities of the Union.

3.0 PAST PRACTICE

3.1 The parties agree that they shall adhere to established labor relation's principles in handling past practices. Specifically, in handling past practice issues within the scope of representation:

3.1.1 Past practice is defined as a generally accepted and clear course of conduct that relates to matters within the scope of representation and is characteristically repeated over a continuous period of time, and which has not been changed through the meet and confer process.

3.1.2 Past practices superseded or contradicted by revised MOU language are null and void.

3.1.3 Past practices that contradict written Authority policies and procedures shall be null and void upon reasonable notice from the Authority that the language will be followed.

3.1.4 Past practices within the scope of representation that are not covered by MOU language or Authority policies and procedures shall remain in effect until the Authority has provided notice to the Union and completed the meet and confer process.

4.0 UNION SECURITY

4.1 Memorandum of Understanding - Distribution

4.1.1 The Authority will distribute to all Unit members a copy of the signed Memorandum of Understanding. When a person is hired in any classification covered by this Memorandum of Understanding, the Authority shall notify the person that the Union is the recognized employee organization. The Authority will provide that person with a copy of the current MOU.

4.2 Payroll Deduction

4.2.1 The Authority will make available payroll deductions for Unit members for regular Union dues deductions; and remit these funds monthly to the Association by separate check. These deductions are subject to the following conditions:

4.2.1.1 Deductions shall be withheld only if the employee so authorizes in writing on the form provided by the Union and approved by the Authority.

- 4.2.1.2 The dues deductions will show as separate payroll deductions on the employee's check.
- 4.2.1.3 The Union will indemnify and hold harmless the Authority, its employees, officials and representatives from any claims, litigation or liability arising from the implementation of this section.

4.3 Agency Shop

4.3.1 Employees are required to either join the Union or pay a service fee reflecting the cost of representation.

4.3.2 The Authority and Union agree:

4.3.2.1 Employees will be informed as to the provisions of the Agency Shop agreement.

4.3.2.2 The Union will indemnify and hold the Authority harmless from any and all liability arising out of the implementation and administration of the Agency Shop provision.

4.3.2.3 The Union shall be responsible for enforcing the provisions of this section using appropriate civil procedures. In the event that a judgment is rendered against an employee for failure to conform to this section, the Authority will comply by making the appropriate deductions.

4.3.2.4 The Union agrees to adhere to all statutory and judicial requirements, and to maintain an appropriate complaint procedure. The Union shall also establish alternative procedures for employees who are members of bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting any public employee organization to make alternative charitable contributions in accordance with Government Code Section 3502.5.

4.4 Union Notification

4.4.1 The Union shall be given at least ten (10) working days advance written notice prior to adopting any rule, resolution, regulation, or action affecting working conditions within the scope of representation, and shall be given the opportunity to meet and confer with the Authority representative prior to its adoption by the Authority Board of Directors.

4.5 Bulletin Boards

- 4.5.1 The Union shall be provided reasonable designated places on Authority bulletin boards that do not interfere with the Authority's official use of the bulletin board.
- 4.5.2 The Union agrees that notices posted on bulletin boards shall not contain anything that may be construed as maligning and/or derogatory to the Authority or its representatives.
- 4.5.3 The Union shall be responsible for maintaining the bulletin board in a professional manner. If the Authority believes that a bulletin board is not maintained in a professional manner, it will notify the Union.
- 4.5.4 The Union shall be responsible for placement of, and removal of outdated posted, material.

4.6 Time Off for Union Officials

- 4.6.1 During the term of this agreement, a reasonable number (not to exceed two) Union members shall be allowed a reasonable amount of paid release time off for meet and confer or meet and consult sessions scheduled with the Authority's designated representatives providing there is no disruption of work. One employee shall be granted an equivalent amount of time off a subsequent work shift if assigned to a shift other than Day Shift. The Union shall notify the Manager in advance of the meeting of the specific members who will be in attendance. Association members shall obtain permission through supervisory channels before leaving their work or work locations.
- 4.6.2 The Union may request, and the Authority may grant, time off without loss of pay to Association representatives to assist the Authority in the formulation of policies and procedures mutually beneficial to the Authority and the Union. However, such time off shall be at the discretion of the General Manager.
- 4.6.3 The Authority shall approve up to four (4) stewards eight (8) hours paid release time annually for Union training.

4.7 Union Stewards

- 4.7.1 The Union shall be authorized to designate four (4) employees within the Unit as official Union Representatives and must furnish a list of these Union Representatives to the General Manager within five (5) working days after appointment or election. Union Representatives shall be allowed a reasonable amount of paid release time for the purpose of representing a Unit employee within their area of representation in the filing or processing of grievances or

disciplinary appeals as long as there is no interruption of work in the employee's division. Union Representatives must first obtain permission through appropriate management channels before leaving their work or work location for such purposes. There shall be no discrimination, intimidation or coercion of any Union Representative exercising his/her rights under the grievance procedure. Union Representatives are responsible for the full and timely completion of their workload.

- 4.7.2 Official notifications will include the Union Business Representative.
- 4.7.3 Time spent in the meet and confer process is not considered to be official Union Representative work for the purposes of this section.

4.8 Visits by Authorized Union Representatives

- 4.8.1 Access to Authority work locations and the use of Authority paid time; facilities, equipment and other resources by employee organizations and those representing them shall be limited to activities pertaining to the employer-employee relationship. Reasonable access to employee work locations shall be granted to representatives of recognized employee organizations for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such representatives shall not enter any work location without previous notice to the Authority and access may be restricted so as not to interfere with operations or with established safety and security. If permission is denied by the supervisor, such contact will be arranged by the end of the next scheduled workday.

4.9 Union Mail

- 4.9.1 The Union shall have access to utilize Authority inter-departmental and inter-facility mail distribution. Mail clearly marked "Union Business/Confidential" shall not be opened except by the person to whom the material is addressed.

5.0 MANAGEMENT RIGHTS

- 5.1** Except as modified by this Memorandum of Understanding, the Authority reserves, retains and is vested with, solely and exclusively, all rights of management which are not expressly abridged by law to manage the Authority. The Authority also recognizes that employee contribution to the decision making process is valuable. The Authority agrees to encourage employee input on matters within the scope of representation. The sole and exclusive rights of management shall include, but not be limited to, the following:

- 5.1.1 To manage the Authority generally and to determine all issues of policy;

- 5.1.2 To determine the existence or nonexistence of facts which are the basis of management decisions;
- 5.1.3 To determine the necessity of organization of any service or activity conducted by the Authority and expand or diminish such services;
- 5.1.4 To determine the nature, manner, means and technology and extent of services to be provided to the public;
- 5.1.5 To determine and/or change the facility, methods, technological means, and size of the work force by which Authority operations are to be conducted;
- 5.1.6 To assign work to and schedule employees in accordance with requirements as determined by the Authority and to establish and change work schedules, vacation schedules, and assignments upon reasonable notice and in accordance with these Rules and memoranda of understanding;
- 5.1.7 To relieve employees from duties for lack of work, funds, or similar non-disciplinary reasons;
- 5.1.8 To determine and modify productivity and performance programs and standards;
- 5.1.9 To discharge, suspend, demote or otherwise discipline non-probationary employees for just cause;
- 5.1.10 To determine job classifications and to reclassify employees in accordance with the Policy and Procedures Manual and applicable resolutions and ordinances of the Authority;
- 5.1.11 To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with the Policy and Procedures Manual and applicable ordinances and resolutions of the Authority;
- 5.1.12 To determine and administer policies, procedures and standards for selection, training and promotion of employees in accordance with the Policy and Procedures Manual and applicable resolutions and ordinances of the Authority;
- 5.1.13 To establish employee performance standards including, but not limited to, qualifications and quantity standards and to require compliance therewith;
- 5.1.14 To take any and all necessary action to carry out the functions of the Authority in emergencies.

5.2 Contracting Out

- 5.2.1 Before submission of a recommendation to contract out any function traditionally performed by employees which would result in a reduction of the work force, the Union will be offered the opportunity to examine the proposal for at least thirty (30) days prior to Board action, whenever possible, and to submit recommendations. If requested, the Authority will meet and confer over the Impact of proposed layoffs prior to the implementation of said layoffs.

6.0 PERSONNEL ACTIONS

6.1 Job Descriptions

- 6.1.1 An Authority list of all current job descriptions shall be available for review by employees and Union representatives. An employee may obtain a copy of any job description from the Administration office.
- 6.1.2 Upon appointment, each new employee shall be provided with a copy of the employee's job description. Further, an employee shall be given a copy of the amended job description as changes occur.

6.2 Classification Actions

- 6.2.1 The Authority shall offer to meet and confer with the Union regarding the impacts of a reclassification.

6.3 Personnel Files

- 6.3.1 There shall be only one official personnel file, which shall be maintained at the Authority's Administrative office. An employee shall have the right to review her/his personnel file or authorize in writing the review by a representative. No material will be inserted into the employee's personnel file without prior notice and a copy given to the employee. An employee may place in her/his personnel file a written response to adverse material inserted into the file in lieu of filing a formal grievance regarding the subject of the adverse material. In addition, an employee may place any complimentary written material in her/his personnel file.
- 6.3.2 The following will not be used or relied upon to take or support disciplinary action for a current violation: letters of warning and/or disciplinary action which are more than two (2) years old, which did not result in a demotion or suspension of more than three (3) days, and for which there have been no other warnings or disciplinary actions of the same or of a similar kind during that period. Such dated material, as described, shall be expunged from the file.

6.4 Performance Evaluations

- 6.4.1 A written performance evaluation is intended to be a documented summary of the work performance of the employee and to encourage ongoing communication between the supervisor/rater and the employee. Evaluations are not to be used for discipline. No performance evaluation shall be placed in a personnel file without an opportunity for prior discussion between the employee and the supervisor/rater.
- 6.4.2 The employee shall have the right to review and respond in writing to any evaluation she/he considers derogatory, or otherwise inaccurate, within ten (10) calendar days of receipt of a copy of the evaluation. The employee may request an appeal to the General Manager; such appeal would be final.
- 6.4.3 Failure by the supervisor to present the employee with the annual evaluation within forty-five (45) calendar days of the due date, unless an extension is mutually agreed upon in writing, shall result in a satisfactory evaluation of the employee as of the due date. Any adjustment in wages would be retroactive to the appropriate anniversary or classification date.
- 6.4.4 An employee who voluntarily terminates her/his service with the Authority may receive a performance evaluation one (1) week prior to the time of severance if requested in advance by the employee.

6.5 Probationary Employees

- 6.5.1 All employees who are accepted for employment by the Authority are new Authority employees and do not carry over to the Authority any right, duty or benefit from their prior employer, except as provided in this Memorandum and the approved Authority Policies and Procedures.
- 6.5.2 A permanent status employee will be evaluated annually after completion of the probationary period. The probationary period for new hires shall be twelve (12) months and six (6) months for promotions.
- 6.5.3 The probationary period for a new employee is twelve (12) months. A new probationary employee will be evaluated not less than quarterly beginning from the date of probationary appointment. These evaluations will be used in making the determination whether the probationary employee will complete the probationary period and attain permanent status.
- 6.5.4 An employee who is promoted will serve a six (6) month probationary period and will be evaluated at (3) months and six (6) months after the effective date of the appointment.

6.6 Voluntary Demotion

- 6.6.1 An employee at the Dispatcher III level may request a voluntary demotion to Dispatcher II level classification by completing and filing an Authority application form with the Administrative office.

- 6.6.2 Voluntary demotions shall not be denied for arbitrary or capricious reasons. Denial of requests for voluntary demotion shall be in writing and shall contain reasons upon which the denial is based.

6.7 Promotion

- 6.7.1 Promotion is a non-temporary appointment to another classification having a higher salary range. The Authority shall encourage the filling of vacancies by promotion if qualified employees are available. A "qualified employee" means an employee who is determined by the Authority to meet the employment standards of the position. When an employee is promoted, she/he will enter the new classification in a step that provides a minimum salary increase of 5%, subject to the limits of the salary range.
- 6.7.2 An employee promoted to a higher classification shall, upon satisfactory completion of a six (6) month probationary period, advance to the next step on the date determined from the date of promotion, subject to the limits of the salary range. Failure to complete the probationary period shall result in the employee's return to the last classification worked.

6.8 Reclassification

- 6.8.1 Employees who believe that they are working beyond their classification may request a review for reclassification stating the specific reasons for the request. A response to the request must be issued by the supervisor within twenty-one (21) calendar days of the request stating the reasons for denial should there be one. However, requests for reclassification shall be handled in an expeditious manner.
- 6.8.2 Classification adjustments shall become effective on the first pay period following approval by the Board of Directors.
- 6.8.3 There shall be no probationary period for a reclassified employee.

6.9 Hire Date

- 6.9.1 An employee's hire date shall be the first date worked in continuous service including prior service for employees who began with the Authority on February 1, 1996 (includes paid and unpaid leaves of absence), in a regular status classification with the Authority and shall be used for the computation of Authority salary and benefits. Recall from the re-employment list shall not constitute a break in continuous service for the purpose of maintaining an employee's hire date, however, the period of layoff will be subtracted in computing seniority, accruals, step increases and other benefits as provided for in Authority policies No. 1051 and No. 1052. For new employees, those hired after January 1, 1996, the hire date will be their date of hire with the Authority.

6.10 Classification Date

- 6.10.1 The classification date shall be the first date worked in continuous service in a specific classification and shall be used for computation of classification seniority. Two (2) or more persons who begin work within the same classification on the same day shall have their relative seniority determined by rank on the list of which they were hired or promoted.
- 6.10.2 There are two classifications of employees within this MOU. 1) Dispatcher Assistants and Dispatcher I, and II, and 2) Senior Dispatcher III.

7.0 WAGES AND PAY PRACTICES

7.1 Wages

- 7.1.1 Effective January 2, 2016 increase Step 1 of all classifications by 1.00% and set new 5% differences between each step.
- 7.1.2 Effective January 2, 2016 increase base wages for Step 8 for the Classification of Dispatcher III by \$0.25 per hour and set new 5% differences between steps based on the new top step.
- 7.1.3 Effective December 31, 2016 increase Step 1 of all classifications by 2.00% and set new 5% difference between each step.
- 7.1.4 Effective December 31, 2016 increase base wages for Step 8 for the Classification of Dispatcher III by \$0.25 per hour and set new 5% differences between steps based on the new top step.
- 7.1.5 Effective December 30, 2017 increase Step 1 of all classifications by 2.75% and set new 5% differences between each step.
- 7.1.6 Effective December 30, 2017 increase base wages for Step 8 for the Classification of Dispatcher III by \$0.50 per hour and set new 5% differences between steps based on the new top step.

7.2 Compensation Plan

- 7.2.1 The salary for each FLSA non-exempt (hourly) position or classification will consist of a Range to include one (1) or more steps of five percent (5%) each.
 - 7.2.1.1 New employees are generally appointed at the first step in the Range.
 - 7.2.1.2 A new employee may be appointed at any step in the Range when, in the judgment of the General Manager, it is to the advantage of the Authority.

- 7.2.1.3 A step increase of approximately five percent (5%) shall be granted after each year of continuous employment in which the employee's performance is rated Standard or higher. An employee may receive an increase of more than one (1) step at the General Manager's discretion.
- 7.2.1.4 Annual step increases shall be granted after each year of continuous employment according to paragraph 3, until the top step in the Range for the position or classification is reached.
- 7.2.1.5 Except as otherwise provided within this MOU, no employee's salary will exceed the top step of the Range.
- 7.2.1.6 Effective January 2, 2016 add Step 6, 7, and 8 to the range for Trainee Public Safety Dispatcher (Level 1) and set at 5% intervals from Step 5.
- 7.2.1.7 Effective January 2, 2016 add Step 8 to Public Safety Dispatcher Assistant (Level 1) and set at 5% above Step 7.
- 7.2.1.8 Effective January 2, 2016 add Step 8 to Public Safety Dispatcher Assistant (Level II) and set at 5% above Step 7.

7.3 Working Out of Class

- 7.3.1 The term "work out of class" is defined as an assignment to a higher level budgeted position on a temporary basis wherein a significant number of duties are performed by an employee in a lower level classification.
- 7.3.2 When an employee is temporarily assigned to work in a classification lower than their regular classification for a period of less than sixty (60) consecutive calendar days, the employee's rate of pay will not be reduced.
- 7.3.3 If an employee is temporarily assigned by the General Manager to work in a classification higher than her/his regular classification for fourteen (14) consecutive days or more, the employee will receive a ten percent (10%) premium for all actual out-of-class hours worked.
- 7.3.4 If a Public Safety Dispatcher II is assigned the duties of a Public Safety Dispatcher III by an Operations Supervisor, he/she shall receive a premium of \$1.50 per hour, on an hour-for-hour basis for the actual time those duties were assigned.
- 7.3.5 Work in a higher classification shall be limited to one hundred and eighty (180) consecutive calendar days per year unless otherwise approved by the Board of Directors.
- 7.3.6 Persons promoted from one non-exempt, hourly classification to another will have their salary set in the new range at a step closest to, but not less than,

five percent (5%) above that of their previous rate in the lower classification, but no more than the top step for the position promoted to.

- 7.3.7 If an employee is promoted to the position in which the employee has worked out-of-class, the employee shall have all hours of work out-of-class credited toward step advancement. Such hours shall also be credited toward the probationary period in the new class up to a limit of three (3) months.

7.4 Y-Rating

- 7.4.1 Subject to approval by the Board of Directors, an individual employee's salary may be temporarily established, for a period of time as determined by the Board, in excess of the top salary step in the Range in cases where a reorganization has created the elimination or reclassification of a position otherwise held in good standing by such employee who was subsequently re-classed to a lower classification and salary range (Y-Rating).
- 7.4.2 An employee who has been granted Y-Rating as described above will not receive annual salary reviews or increases until such time as deemed appropriate by the Board of Directors or the employee's salary equals the salary step of the classification that employee holds.

7.5 Overtime/Compensatory Time Off

7.5.1 Workweek

- 7.5.1.1 Overtime for all FLSA non-exempt employee classifications (including extra help) is defined as:

Time worked in excess of eighty (80) hours in any work period (See 8.2 below). Time worked does not include paid compensatory time off.

- 7.5.1.2 Time worked on a non-scheduled workday and time worked in excess of regularly scheduled hours on a workday (full-time employees only).

7.5.1.2.1 The minimum hours scheduled as a regular workday will be eight (8) hours.

7.5.1.2.2 The maximum hours scheduled as a regular workday will be twelve (12) hours.

7.5.1.2.3 Time worked on fixed holiday, as defined by Policy No. 1220, which would normally be scheduled as a non-workday.

7.5.2 Mandatory Overtime Procedure

The Authority will make every attempt to meet overtime requirements on a voluntary basis among the employees. In the event that there are insufficient volunteers to meet the staffing requirements, the Authority reserves the right to require the necessary employees to work mandatory overtime, according to the following procedure:

- 7.5.2.1 Only managers may assign mandatory overtime.
- 7.5.2.2 Mandatory overtime shall be assigned in not less than half hour increments, minimum one half hour.
- 7.5.2.3 If four (4) or more hours are assigned, the employee will be offered his/her next shift off.
- 7.5.2.4 If mandatory overtime is assigned, a report will be forwarded to the General Manager.
- 7.5.2.5 Mandatory overtime shall only be assigned to on-duty personnel; there shall be no mandatory call outs.
- 7.5.2.6 A mandatory overtime assignment roster will be compiled by reverse order of service dates.
- 7.5.2.7 There will be a mandatory assignment roster maintained by reverse order of service dates.
- 7.5.2.8 The mandatory assignment roster will be made available to all dispatch employees.
- 7.5.2.9 When an employee accrues four (4) or more hours of mandatory overtime his/her name will be moved to the bottom of the roster.
- 7.5.2.10 No employee shall work any combination of overtime hours and/or regularly scheduled hours in excess of sixteen (16) consecutive hours.
- 7.5.2.11 Mandatory overtime is distinguished from required overtime sign-up in that required overtime sign-up affects all personnel and involves advance sign-up for additional full work shifts, while mandatory overtime involves the holdover of on-duty personnel.

7.5.3 Payment for Overtime

Overtime shall be computed to the nearest quarter (1/4) hour.

Overtime compensation shall be paid at a rate equivalent to one and one-half (1 1/2) times the employee's regular pay rate including the appropriate shift differential, or at the employee's option, the employee may elect to receive time off with pay at the rate of one and one half (1 1/2) hours off for each overtime hour worked (Compensatory Time). Time worked in excess of ten (10) continuous hours, provided that it is mandated by the Authority, shall be paid at double time.

7.5.3.1 The ability to accrue Compensatory Time will be approved by the Authority to the extent that it is and continues to be legally permissible.

7.5.3.2 Non-exempt employees shall request and be granted compensatory time off in the same manner and through the same process as any other request for paid time off.

7.5.3.3 In accordance with the Fair Labor Standards Act as amended, the accumulated compensatory time an employee may retain on the books at any time is limited to a maximum of two hundred and forty (240) hours before which the Authority must compensate all overtime hours in cash.

7.5.4 Employees who are entitled to overtime pay as a result of time worked in excess of their regularly scheduled hours on a workday shall be paid overtime compensation for the actual hours worked.

7.5.5 Unused Compensatory Time

Upon request, an employee shall receive compensation at the appropriate rate (including cross training incentives, bilingual and/or CTO/Instructor premium if applicable) for any portion of their accrued compensatory time to a maximum of eighty (80) hours per calendar year.

7.6 Call Back Pay

7.6.1 Employees who are called back to their primary duties for a block of five (5) or more overtime hours, whether voluntary or mandatory, by the Authority with less than twelve (12) hours notice, and not immediately preceding or following (within one hour) any regularly scheduled work hours, shall be entitled to Call Back Pay.

7.6.2 For the purposes of this section, a "block" is defined as any increment of five (5) or more consecutive hours of unscheduled overtime assigned by the

Authority for the purpose of maintaining minimum and/or required staffing levels.

- 7.6.3 Call Back Pay shall be a paid three (3) hour premium incentive at the employee's regular pay rate in addition to any and all overtime compensation for the actual hours worked. Call Back Pay shall only be granted once for each block of overtime. In cases where multiple employee work separate portions of an overtime block, the employee who works the greater number of hours shall prevail and be entitled to the Call Back Pay.
- 7.6.4 In cases where two employees work equal halves of the overtime block, both employees shall share (equally) a modified Call Back Pay incentive of one and one half (1.5) hours a the regular pay rate.
- 7.6.5 In good faith, and as a matter of practice, the Authority shall not divide any blocks of overtime for the sole purpose of avoiding payment of Call Back Pay pursuant to this section.
- 7.6.6 The foregoing does not apply to activations of the Emergency Response Team (ERT), in that three (3) hours of Call Back Pay shall be paid to all approved employees who respond to the activation without regard to the number of actual hours worked.

7.7 On-Call Duty

- 7.7.1 On-call duty is defined as the requirement for an employee to leave a phone number where the employee may be reached during off-duty hours, or carry a pager during off-duty hours, and the employee must be available to report to work within a one (1) hour period from receiving a call to return to duty.
 - 7.7.1.1 On-call assignments shall be approved by the General Manager in advance.
 - 7.7.1.2 Operations Supervisors may modify an on-call assignment, without prior approval, as long as the total number of on-call hours assigned does not increase.
- 7.7.2 Non-exempt personnel assigned on-call duty shall be compensated at a rate of two dollars (\$2.00) per hour for the period of on-call assignment.
 - 7.7.2.1 An on-call, non-exempt employee who is called back to duty shall be considered on-call until he/she reaches the facility. Travel time to the facility shall not be considered time worked.
 - 7.7.2.2 Time worked shall be deducted from the pre-approved on-call hours to determine appropriate on-call pay.

- 7.7.2.3 If on-call status is mandatory, then the employee shall qualify for the three (3) hour call-back premium (see 7.6 above).

7.8 Shift Differential

- 7.8.1 Employees will be paid a differential of three dollars (\$3.00) per hour for all hours actually worked (does not include holidays, vacation, sick leave or other time in paid status not worked) between the hours of 6 PM (1800 hours) and 6 AM (0600 hours). Employees will be paid an additional differential of two (\$2.00) dollars per hour for all hours actually worked (does not include time in paid status that is not worked) between the hours of 1 a.m. (0100 hours) and 6 a.m. (0600 hours) on Saturday and Sunday mornings.

7.9 Bilingual Pay

- 7.9.1 The Authority shall compensate dispatch employees a bilingual differential payment of one dollar and fifty cents (\$1.50) per hour above their hourly rate in the event that such employee can demonstrate an ability to converse in a second language(s) and to read English and translate orally into the second language(s).
 - 7.9.1.1 Effective January 2, 2016 the bilingual differential will be two dollars (\$2.00) per hour.
 - 7.9.1.2 Effective July 1, 2017 the bilingual difference will be two dollars and fifty cents (\$2.50) per hour.
 - 7.9.1.3 This differential applies only to regular and probationary full or part-time employees.
 - 7.9.1.4 The Authority shall establish a method of testing an employee's competency in the second language(s).
 - 7.9.1.5 Employees must pass the Authority's competency test on an annual basis in order to maintain bilingual pay differential.
 - 7.9.1.6 The General Manager may waive the annual testing requirement for individuals when such action is in the best interest of the Authority.
 - 7.9.1.7 A dispatch employee eligible to receive bilingual pay differential according to this policy shall earn the differential pay for all hours worked.

7.10 Training Officer Premium

The Authority shall compensate all dispatch employees who have been selected, trained and certified by the General Manager as Communications Training Officers (CTO) a

Training Premium of one dollar and twenty-five cents (\$1.25) above their hourly rate as per Authority Policy No. 1173. Employees who work as an Academy Instructor shall receive a training premium of one dollar (\$1.00) above their hourly rate. Employees who are both CTO's and Academy Instructors shall receive a premium of one dollar and fifty cents (\$1.50) per hour.

- 7.10.1 An employee certified as a CTO or Academy Instructor as defined by paragraph 1 above shall earn Training Officer premium pay for all time worked during the certification period. An employee who is required to temporarily work as a CTO will receive the CTO premium for those actual hours worked as a trainer.
- 7.10.2 CTO's are selected and trained in accordance with Policy No. 8220 (Communications Training Officer).
- 7.10.3 Academy Instructors are selected and trained in accordance with Policy No. 8210 (Academy Instructors).
- 7.10.4 At any time, there shall be no more than twelve (12) total dispatch employees certified as CTO's and/or Academy Instructors. The ideal ratio of CTO's to Academy Instructors is directly proportionate to the maximum number of hours allotted for the CTO Program and the Training Academy as defined by Policy No. 8210 (CTO Program) and Policy No. 8110 (Training Academy).

7.11 Cross Training Incentive

7.11.1 Law Enforcement Cross-Training Incentive

Effective July 6, 2013, the Authority shall compensate all Dispatcher II employees who meet the criteria listed below a differential of two dollars (\$2.00) per hour above their hourly rate.

- 7.11.2 Effective January 2, 2016 the Law Enforcement Cross-Training Incentive will be set at two dollars and twenty-five cents (\$2.25) per hour.
- 7.11.3 Effective December 31, 2016 the Law Enforcement Cross-Training Incentive will be set at two dollars and twenty-five cents (\$2.50) per hour.

Guidelines for Law Enforcement Cross-Training Incentive:

- 7.11.3.1 Certified competency by a Communications Training Officer (CTO) or Operations Supervisor on all law enforcement channels, and
- 7.11.3.2 Completion of Intermediate CAD Skills Task List as certified by a CTO or Operations Supervisor in accordance with Policy No. 8601 (Intermediate CAD Skills).

7.11.3.3 The General Manager may de-certify a Law Enforcement Cross-Trained Dispatcher II for cause in accordance with disciplinary procedures.

7.11.3.4 A Law Enforcement Cross-Trained Dispatcher II may voluntarily de-certify by reducing their dispatch areas of expertise by one (1) or more areas.

7.11.4 **Fire/EMS Cross-Training Incentive**

The Authority shall compensate all Dispatcher II employees who meet the criteria listed below a differential of one dollar (\$1.00) above their hourly rate.

7.11.5 Effective December 30, 2017 the Fire/EMS Cross-Training Incentive will be set at one dollar and fifty cents (\$1.50) per hour.

Guidelines for Fire/EMS Cross-Training Incentive:

7.11.5.1 Any Dispatcher II certified as an Emergency Medical Dispatcher (EMD) in Santa Cruz County and who has completed the Intermediate CAD Skills Task List as certified by the CTO or Operations Supervisor in accordance with Policy No. 8501 (Emergency Medical Dispatcher Trainee Task List) shall receive fifty cents (\$0.50) above their hourly rate.

7.11.5.2 Effective December 30, 2017 the EMD differential will be set at seventy-five cents (\$0.75) per hour.

7.11.5.3 Any certified EMD who is also certified as competent by a CTO or Operations Supervisor as a Santa Cruz Fire/EMS dispatcher via completion of the Competency Task List in accordance with Policy No. 8401 (Fire/EMS Trainee Task List) shall receive an additional fifty cents (\$0.50) above their hourly rate.

7.11.5.4 Effective December 30, 2017 the Fire/EMS differential will be set at seventy-five cents (\$0.75) per hour.

The General Manager may de-certify a Fire/EMS Cross-Trained Dispatcher II for cause in accordance with disciplinary procedures.

A Fire/EMS Cross-Trained Dispatcher II may voluntarily surrender the dispatch portion of this incentive (while retaining the EMD portion) by reducing their dispatch areas of expertise by one (1) or more areas.

A Fire/EMS Cross-Trained Dispatcher II may voluntarily surrender both portion of this incentive by surrendering their Santa Cruz County EMD Certification

7.12 Retention Pay

- 7.12.1 The Authority shall pay as a retention incentive 5% of the base salary at the beginning of the eighth (8th) year of continuous service with the Authority.
- 7.12.2 Effective July 1, 2017 the Authority shall pay as a retention incentive 7% of the base salary at the beginning of the fifteenth (15) year of continuous service with the Authority.

7.13 Paid Status

- 7.13.1 Employees must be in paid status the day before and the day after any sick leave or holiday time in order to receive compensation for the sick leave or holiday time.

7.14 Administrative Assignment Clothing

- 7.14.1 Employees assigned administrative duties for a period of at least six months or more shall be provided two Agency logo polo shirts.

8.0 WORK RULES

8.1 Work Schedules

8.1.1 Annual Update of Schedules

The General Manager will review work schedules each year prior to the annual shift bid (as outlined below). Should the General Manager propose changes to the annual work schedules, he/she shall give prior notice and, upon request, meet and confer at least thirty days (30) prior to the schedule changes. The Authority will ensure that each work team has an equal distribution of qualified dispatchers including law enforcement, training officers, fire/medical, bilingual, and senior dispatchers and that sufficient shifts are available to comply with section 8.1.3. The Authority will endeavor to maintain an annual schedule that includes a combination of eight (8), ten (10), and twelve (12) hour shifts contingent upon the availability of sufficient personnel as determined by the General Manager. If, in mid-schedule year, the General Manager determines that the Authority can no longer offer a schedule of combined 8, 10 and 12 hour shifts due to insufficient personnel or operational needs, he/she will notify all personnel and the Union thirty (30) days prior to the change.

8.1.2 Shift Bidding

Dispatchers shall bid in September for three (3) four-month periods to begin the following January, provided that the meet and confer contemplated under Section 8.1.1 has been completed.

Classification Date as defined in MOU Section 6.10.1 will be the basis for selection of available posted shift assignments (except as provided above and as required under Section 8.1.3 shift rotation). The Authority will consider requests for an exchange of shifts between equally qualified employees

Only Dispatcher II's and/or III's who have successfully completed their initial training program (and have been certified to operate independently) and their prescribed probationary period will participate in the annual bid selection process. Employees promoted to the positions of Dispatcher II and III shall be allowed to bid for shifts when, assuming successful completion of probation, they would have worked one-half or more of a bid period in question with permanent status. Newly hired employees for the positions of Dispatcher II and Dispatcher III shall be allowed to bid for shifts only if they have achieved permanent status at the time of the bid. Shifts held for probationary employees in training will be pre-designated as such.

Once an employee has selected and been assigned to a specific shift, they shall have a reasonable expectation to remain assigned to that shift for the duration of the shift bid period (i.e., one year). If the circumstances require the General Manager to re-assign an employee from their assigned shift, the affected employee will be given a thirty (30) day notice prior to the change, except in cases of emergency.

8.1.3 Shift Rotation

Employees must rotate off night/day shift after eight (8) consecutive months on either day or night shift, for a minimum of four (4) consecutive months. At least one (1) shift on each Team that begins at 1300 shall be initially restricted for Senior Dispatchers. To the extent that it facilitates the provisions of shift rotation under this section, shifts that begin at 1300 will be considered either a Day or Night shift for the purposes of shift bidding.

Permanently excluded from the obligation to rotate off day/night shifts are employees working for the Authority who have at least fifteen (15) years of service, which may include transition time under Policy 1051, at the time of the shift bid.

8.2 Work Period

The workweek or work period for employees assigned to Operations has been developed by the General Manager and shall be eighty (80) hours per fourteen (14) consecutive day work period. The work period will not be adjusted by Management to avoid overtime, as per FLSA.

8.3 Job Sharing

Job Sharing is defined in Personnel Policy and Procedure No. 1261.

8.4 Work Day

Depending upon the assigned shift, the workday may consist of eight (8), ten (10) or twelve (12) consecutive hours.

8.5 Employee Breaks

8.5.1 Operations employees shall have a paid 30 minute meal break.

8.5.2 Unless otherwise approved by the on duty shift supervisor, employees on their meal break must remain within the facility (or grounds), subject to immediate call-back should the workload require.

8.5.3 In addition to a paid meal break, on duty shift supervisors will make every reasonable effort, subject to work load demands and staffing levels, to allow each operations employee two (2) paid ten (10) minute rest period during the course of their shift. Two ten minute rest periods may be combined to create a twenty (20) minute rest period. Rest periods are to be taken as scheduled and not used to lengthen the lunch period or shorten the workday. A third rest period will be added for employees working thirteen (13) hours or more. If relief is not provided and an employee is unable to take the rest period break(s) they shall notify their shift Supervisor and receive compensation at their base rate pay plus appropriate differentials for the length of the missed break(s).

8.5.4 Employees on their rest period must remain within the facility (or grounds), subject to immediate call-back should the work load require

9.0 LAYOFF AND RE-EMPLOYMENT

9.1 Seniority

9.1.1 Seniority Defined

Seniority for the purpose of layoff within a classification shall be defined in Article 6.9. New part-time employees hired after the effective date of this

contract shall accrue seniority on a pro rata basis. Seniority shall apply in the following circumstances:

9.1.1.1 Approval/granting of time off by means of an annual bidding process (and through the use of accrued vacation, compensatory time and/or holiday).

9.1.1.2 Temporary assignment to act in a higher position when no formal assignment to the contrary has been made.

9.1.2 The Length of Service for new employees shall be determined from the date of probationary hire by the Authority.

Extra help or casual employees shall not receive seniority status but will be granted preferential consideration for any permanent vacancies that may occur. In the event such a permanent position is granted to an extra help or casual employee, service credit shall be granted for prior hours worked.

9.2 Layoff

9.2.1 Statement of Intent

Whenever, in the judgment of the Authority Board, it becomes necessary to abolish any position or employment due to economic conditions or these considerations, the employee holding such position or employment may be laid off or demoted without disciplinary action and without the right of appeal.

9.2.2 Notification

The Union and the affected employee(s) shall be given at least twenty-eight (28) calendar day's prior notice in the event it is necessary to lay off any employee. The Authority agrees to meet with the Union immediately upon request to negotiate over the effects and to discuss possible ways to avoid such layoffs.

Employees not given at least twenty-one (21) days notice of layoff shall be given a day's pay for each day less than twenty-one (21) days up to a maximum of fifteen (15) day's pay.

9.2.3 Employee Bumping Rights

An employee affected by layoff shall have the right to displace an employee who has less seniority in a lower class in the same class series or in a lower classification in which the affected employee once had permanent status.

Seniority includes all periods of full-time service at or above the classification level the employee is "bumping" to.

In order to retreat to a former or lower class, an employee must have more seniority than the least one of the incumbents of the retreat class and request displacement action in writing to the General Manager within five (5) working days of receipt of notice of layoff.

Employees retreating to a lower or similar class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off.

Employees retreating to a lower or similar class shall finish a probationary period in the new class unless they have previously successfully completed a probationary period in the class or a class in the class series.

9.2.4 Employment Status

In each class of position, employees shall be laid off according to employment status in the following order: volunteers, temporary, provisional, probationary, and regular.

Employees within each category shall be laid off in inverse order of seniority in the classification where layoff is to occur.

9.2.4.1 Temporary Employment

An interested employee who is placed upon the re-employment list due to layoff and who elects to be available for temporary work shall be given preference for such work for any classification for which she/he qualifies. An employee may decline to be available for temporary work or may decline offers of temporary employment without affecting any rights under this Article.

9.2.4.2 Equal Seniority

If two (2) or more employees are subject to layoff and have equal seniority as defined in this section, the determination as to who shall be laid off first will be made on the basis of the earlier anniversary date seniority and if that is equal, the determination shall be made by lot by the Authority Administration with Union Representatives present.

9.2.4.3 Severance Benefits

An employee separated from Authority service as a result of this Article shall have her/his insurance benefits paid by the Authority at the same level while employed for a period of ninety (90) days from the date of separation.

9.3 Re-Employment

9.3.1 Re-Employment List

The names of persons laid off in accordance with these rules shall be entered upon a re-employment list. Such list shall be used when a vacancy arises in the same or lower class of position before certification is made from an eligible list.

In the event that an employee is not reassigned in lieu of layoff and is laid off, she/he shall be placed in order of seniority on a re-employment list eighteen months within her/his classification. A laid-off employee shall have the right to take promotional examinations and to have preference on promotional positions.

9.3.2 Notification of Re-Employment Opening

An employee who is laid off and is subsequently eligible for re-employment shall be notified in writing by the Authority of such an opening for a period of eighteen (18) months following layoff. The notice shall be sent by certified mail to the last address given to the Authority by the employee, and a copy shall be sent to the Association.

9.3.3 Employee Notification to Re-Employment

An employee shall notify the Authority of her/his intent to accept or refuse re-employment within fourteen (14) calendar days following receipt of the re-employment notice. If the employee accepts re-employment, the employee must report to work within twenty-one (21) calendar days following receipt of the re-employment notice. Failure to notify the Authority, notwithstanding extenuating circumstances beyond the employee's control, shall cancel re-employment rights and benefits. An employee shall have one right of refusal to fill a vacancy in the classification from which laid off. Refusal of a second offer of re-employment to fill a second vacancy in the same classification from which laid off, shall cancel re-employment rights and benefits.

9.3.4 Retirement in Lieu of Layoff

An employee may elect to accept retirement in lieu of layoff, voluntary demotion, or reduction in assigned hours. An employee shall, within ten (10) workdays prior to the effective date of the proposed layoff, complete and submit a form provided by the Authority for this purpose.

9.3.5 Transition Training

The Authority shall provide release time to the employee to be laid off, a minimum of twelve (12) hours for the purpose of training to help employees transition to other employment. Such training shall occur prior to layoff. Employees shall receive their regular pay while attending this training. The training may include, but not be limited to:

- 9.3.5.1 Resume Writing
- 9.3.5.2 Methods of Job Searching
- 9.3.5.3 Interviewing
- 9.3.5.4 Coping with Stress
- 9.3.5.5 Unemployment Insurance Benefit

10.0 HOLIDAYS

10.1 The following holiday provisions shall apply to all employees covered under this MOU.

10.1.1 Full-time employees shall receive one hundred four hours (104) per year off in lieu of holidays.

10.1.2 Part-time employees shall receive hours off per year in lieu of holidays on a pro-rata basis according to the number of annual hours scheduled.

10.1.3 To the extent possible, such holiday hours off shall be scheduled to occur in daily increments coinciding with an employee's particular shift assignment.

10.1.4 Daily increments of holiday hours off shall generally be scheduled approximately once every four to five (4-5) weeks.

10.1.5 An annual schedule of holidays shall be established after the conclusion of the annual Shift Assignment Schedule. Holidays will be regularly scheduled to occur on Wednesdays.

At or near the end of the annual shift bid (and if financially beneficial to the Authority), the Administrative Supervisor will poll the dispatchers for anyone wishing to have some portion of their holidays scheduled on a weekend. Depending on the number of voluntary participants, the Administrative Supervisor shall, at his/her discretion, schedule some or all of the participant's holidays on weekends.

10.1.6 In an effort to equally and regularly distribute and schedule both the number of holiday hours off and the number of holiday days off, the holiday scheduling shall occur as follows:

10.1.6.1 Full time employees assigned to a 12-hour daily work schedule will be regularly scheduled to work six (6) 12-hour shifts and one (1) 8-hour shift in a fourteen (14) day period.

- 10.2 To qualify for paid holiday hours off, an employee must be on paid status on his/her last scheduled workday before the fixed or scheduled holiday and his/her first scheduled workday after the holiday.
- 10.3 Any employee who is on authorized sick leave or on a scheduled and approved vacation when a holiday occurs will receive pay for the holiday and will not have their sick leave or vacation accrual charged for the holiday.
- 10.4 Notwithstanding the foregoing, employees may be assigned to work on a scheduled holiday, in which case any such non-exempt employee will, in addition to holiday pay, be compensated therefore at the overtime rate of pay or receive equal compensating time-off for all time worked on such day pursuant to Policy No. 1230, Overtime.
- 10.5 An employee may elect on a voluntary basis at the beginning of each calendar year to "cash-out" his/her annually scheduled holiday hours. Those employees choosing this option will be paid a premium of sixteen (16) hours for a total of one hundred and twenty (120) hours at their appropriate regular rate in two (2) equal payments - the first paycheck in June, and the last paycheck in December.

11.0 VACATION

11.1 Regular and probationary full-time employees of the Authority shall accrue paid vacation hours according to the following schedule:

0 through 2 years	90 hours per year
3 through 5 years	100 hours per year
6 through 10 years	120 hours per year
11 through 15 years	136 hours per year
16 through 24 years	160 hours per year
25 and above	200 hours per year

- 11.2 Regular and probationary part-time employees shall accrue paid vacation hours on a pro-rata basis according to the number of annual hours scheduled.
- 11.3 Probationary employees will not be eligible to use vacation hours until they have completed 1040 hours of service.
- 11.4 Employees in a non-pay status do not earn or accrue paid vacation hours.
- 11.5 No employee may accrue in excess of two (2) times his/her annual vacation hour accrual.

In the event of an Authority vacation cancellation due to an emergency situation or a paid leave of absence due to an industrial injury where the employee would exceed the accrual limitation; the accumulation of vacation hours may temporarily exceed the limitation, in which case the Authority will make every effort to reschedule a canceled vacation in a period suitable to the employee.

11.6 Any employee who has unused vacation hours and who leaves the Authority service for any reason shall be paid the monetary value for all accumulated but unused vacation leave to the date of separation.

11.7 It is the policy of the Authority that employees shall take their normal vacation each year at such time or times as may be approved by the Authority.

Employees shall request and be granted paid vacation hours off in the same manner and through the same process as any other request for paid time off.

11.8 An employee may cash out, at an hour-for-hour basis, up to forty (40) hours of unused vacation time each fiscal year provided the employee's vacation leave balance does not fall below fifty (50) hours.

12.0 LEAVES

12.1 Sick Leave

12.1.1 Regular and probationary full-time employees of the Authority shall accrue sick leave in the amount of 10 hours per month of service (i.e., 120 hours per year).

12.1.2 Regular and probationary part-time employees shall accrue sick leave on a pro-rata basis according to the number of annual hours assigned.

12.1.3 Sick leave shall be allowed for non-work related absences due to:

12.1.3.1 The inability of an employee to be present or perform the employee's duties because of a personal illness, off-duty injury or confinement for medical treatment.

12.1.3.2 Personal medical or dental appointments that are impossible to schedule outside of regular working hours.

12.1.3.3 The need to be present during childbirth, surgery, critical illness, injury or death involving members of the immediate family, as defined by Policy No. 1010, Personnel System, paragraph 2.7, for up to forty (40) hours per incident.

12.1.3.4 Family sick leave in order to care for a child, parent, spouse, or domestic partner with a serious medical condition for up to sixty (60) hours per calendar year.

12.1.4 When accrued sick leave is to be used, an employee will directly notify the on-duty Operations Supervisor of the cause of leave and its probable duration at least two (2) hours prior to their regular scheduled starting time.

Sick leave shall not be granted unless such report or advance notice has been made; provided, however, that the General Manager may grant an exception to this paragraph when it is determined that the employee's failure to notify was due to extreme circumstances beyond the control of the employee.

12.1.5 The General Manager may require satisfactory evidence of sickness or disability prior to authorizing payment for sick leave hours.

12.1.6 The Authority may also require an employee requesting to return to work after sick leave (or leave of absence for medical reasons) to submit to a medical examination by a physician(s) approved by the Authority for the purpose of determining that such employee is physically and/or mentally able to perform the essential functions of the employee's former position without hazard to the employee or to fellow employees.

12.1.7 Such examination(s) shall be at the sole expense of the Authority.

12.1.8 The maximum accumulation of unused sick leave is set at 1000 hours.

12.1.9 Sick leave accumulated in any calendar year in excess of the maximum hours shall be paid at the following rates:

- Employees with less than 20 years of service: 33.33% of such excess.
- Employees with 20 years or more of service: 66.66% of such excess.
- The balance of such unused sick leave is lost and the sick leave accrual is reduced to 1000 hours on January 1 of each year.

12.1.10 For employees whose sick leave accumulation is less than 1000 hours, the following optional sick leave payout program is available:

<u>Calendar Year Sick Leave Hours Used</u>	<u>Percentage Pay Out of Annual Accrual</u>
70 to 120 hours	0%
30 to 69 hours	25%
0 to 29 hours	
For Employees with less than 20 years of service	33.33%
For Employees with more than 20 years of service	66.66%

- 12.1.11 For employees electing this option, the sick leave payout shall occur in January of each year. The percentage of sick leave not paid out shall be added to the employee's sick leave accrual.
- 12.1.12 An employee separating from Authority service, for other than termination for just cause, may receive a sick leave pay-off at the employee's regular pay rate in accordance with the following:
- After ten (10) years of service to the completion of the nineteenth (19) year: Thirty three and one-third (33.33%) percent of the accumulated sick leave.
 - For twenty (20) years of service or more: Sixty-six and two thirds (66.66%) percent of the accumulated sick leave.
- 12.1.13 A retiring employee may elect to waive this benefit, and in lieu thereof receive credit for their unused sick leave towards the employee's continued health benefits through the Public Employees' Retirement System (PERS) if such program is available.
- 12.1.14 Employees who experience catastrophic illness or injury may receive donations of vacation or compensatory time from Authority employees. Such donations shall be in accordance with administrative procedures as established by the Authority.

12.2 Leaves of Absence

12.2.1 Leaves of Absence in General

The Authority recognizes that there are a number of reasons why an employee may request to take a leave of absence from his/her employment. Whether or not a leave will be granted depends on the reason underlying the need for the leave. The Authority will approve all leaves authorized by law and will approve any other legitimate leave request consistent with the operational needs of the Authority. The following rules apply to all leaves of absence:

- 12.2.1.1 All requests for a leave of absence must be made in writing to the General Manager as soon as the need for the leave is known to the employee.
- 12.2.1.2 No combination of paid or unpaid leave shall exceed one year.
- 12.2.1.3 A leave will commence on and include the first workday on which the employee is absent and terminate with and include the workday preceding the employee's return to work.

- 12.2.1.4 On granting a leave of absence without pay, the conditions under which an employee will be restored to duty upon the conclusion of the leave shall be clearly stated in writing if such conditions can be possibly known. For mandatory leaves such as maternity, FMLA and Workers Compensation, this shall not apply.
- 12.2.1.5 An employee returning from an approved leave of absence without pay shall be reinstated to the employee's former position and working conditions.
- 12.2.1.6 In cases where a reduction in work force has occurred and/or the employee's former position has been eliminated during said leave, the employee will be returned to the position the employee would be in, had the employee not been on approved leave.
- 12.2.1.7 An employee's status as a regular employee will not be impaired by such leave of absence and the employee's Length of Service will continue to accrue during the approved leave period.
- 12.2.1.8 In the case of a probationary employee, time spent on a leave of absence without pay shall be deducted from hours of service for the purpose of the probationary period.
- 12.2.1.9 If an employee fails to return immediately on the expiration of the employee's leave of absence, or if the employee accepts other full-time employment while on leave, the employee will thereby forfeit the leave of absence and all rights to reinstatement.
- 12.2.1.10 An employee on a leave of absence without pay shall not accrue vacation or sick leave benefits.
- 12.2.1.11 An employee may, at his/her option and expense, maintain group health and insurance coverage for themselves and their dependents by providing the full monthly premium to the Authority as required by law. Group Health and insurance coverage will continue for employees on approved Family Care and Medical Leave and Workers Comp Leave as if the employee was in paid status.

12.3 Bereavement Leave

- 12.3.1 A maximum of three (3) shifts paid Bereavement Leave shall be allowed a regular or probationary employee when there is a death in the employee's immediate family as defined by Policy No. 1010, Personnel System, paragraph 2.7.
- 12.3.2 If it is necessary for additional Bereavement Leave due to individual circumstances, upon request of the employee, the General Manager may approve

a reasonable time charged against the employee's Sick Leave balance, Vacation Leave balance, Compensatory Time Off (CTO) balance or Leave Without Pay for the remainder of the bereavement period.

12.4 Military Leave

The Authority abides by applicable provisions of State and Federal law relating to Military Leave by employees.

12.5 Maternity Leave

- 12.5.1 A regular or probationary employee shall be entitled to an unpaid leave of absence of up to four (4) months for the purpose of childbirth. Maternity Leave is only available to birth mothers during their period of disability. Requests for time off by mothers and/or fathers to care for newborns or adopted children should be made under the Family and Medical Leave Act of 1993.
- 12.5.2 A normal disability period for pregnancy has been established to be six (6) weeks after the birth of the child. Upon written medical evidence that a disability continues to exist at the end of the six-week period, an employee shall be entitled up to four months unpaid maternity leave in accordance with State law.
- 12.5.3 An employee on approved Maternity Leave may use Sick Leave, Vacation Leave or Compensatory Time (Paid Time Off) during the period of any authorized maternity leave.
- 12.5.4 Employees returning from a Maternity Leave must submit medical certification of their ability to perform the essential functions of their position one week prior to their return from leave.
- 12.5.5 No combination of a Maternity Leave and other forms of paid or unpaid leave may exceed one (1) year in total.
- 12.5.6 Upon the conclusion of approved Maternity Leave, employees shall be reinstated to the same or equivalent position, subject to the conditions described in the Leave Policy.

12.6 Family and Medical Leave

- 12.6.1 In accordance with State and Federal law, employees who meet the eligibility requirements as defined by the Family and Medical Leave Act of 1993 shall be entitled to a leave of absence for up to 12 weeks per year. Employees must exhaust all compensatory time off prior to requesting unpaid leave and must also exhaust all Sick Leave prior to requesting unpaid leave for their own medical condition.

- 12.6.2 To be eligible under the Family and Medical Leave Act of 1993, employees must meet the eligibility requirements as defined by the FMLA Act of 1993.
- 12.6.3 The Authority will continue to provide employees Group Health Insurance Coverage during any period of approved Family and Medical Leave Act leave in the same manner as if the employee was working. Employees will be required to make any previously paid employee premium during the period of the leave.
- 12.6.4 Any leave of absence which is requested due to the following circumstances will be considered under the Family and Medical Leave Act:
- a) For the birth of a child of the employee (in addition to maternity leave), the placement of an adoptive or foster child with the employee.
 - b) To care for a child, parent, or spouse of an employee who has a serious medical condition and needs the employee to provide care.
 - c) For the employee's own serious medical condition which makes the employee unable to perform the essential functions of his/her position.
- 12.6.5 A "serious medical condition" is defined by the Family and Medical Leave Act of 1993 or any updated Federal or State statute.
- 12.6.6 Requests for Family and Medical Leave Act leaves must be supported by a medical certification from the employee's or family member's medical care provider. Employees on Family Care or Medical Leave for their own serious medical condition must provide medical certification of their ability to return to work at the conclusion of such leave.
- 12.6.7 Family and Medical Leave Act Leaves may be granted on an intermittent basis or reduced work schedule where this type of leave is medically necessary to care for an eligible family member or for the employee's own serious medical condition. The Authority may place an employee in an alternative schedule during any period of intermittent leave to accommodate the operational needs of the Authority.
- 12.6.8 Employees who desire a leave of absence beyond the time period allowed by the Family and Medical Leave Act of 1993 may request an extension of the leave of absence under Section 12.8, Leave of Absence Without Pay.

12.7 Jury Duty/Civil Action/Court Proceedings

Regular and probationary employees shall continue to receive regular salary for any period of required services as a juror.

- 12.7.1 Jury duty compensation is provided on an hour-for-hour basis during assigned workdays. No jury duty compensation is paid for days off.

- 12.7.2 All monies received as witness fees or pay for jury duty, except travel, shall be surrendered to the Authority.
- 12.7.3 Employees are expected to report for work when less than the normal day of jury duty is required.
- 12.7.4 Witness or civil fees received as a result of testimony, depositions or other civil actions or court proceedings arising out of the employee's official, compensated duties shall be returned to the Authority if the employee is in paid status during the time such testimony is required.

12.8 Leaves of Absence Without Pay

The General Manager, in his/her discretion, may grant an employee a leave of absence without pay under urgent and substantial circumstances, for a period of up to one (1) year providing arrangements can be made to perform the employee's duties without undue interference with the normal operation of the Center.

- 12.8.1 Inability to return to work from a medical leave after an employee's Sick Leave and Family and Medical Leave Act leave has been exhausted will be considered an urgent and substantial circumstance which may warrant approval of a leave of absence without pay.
- 12.8.2 An employee returning from an approved leave of absence without pay shall be reinstated to the employee's former position and working conditions.
- 12.8.3 In cases where a reduction in work force has occurred and/or the employee's former position has been eliminated during said leave, the employee will be returned to the position the employee would be in, had the employee not been on an approved leave.

12.9 Industrial Accident/Illness Leave

An employee shall be entitled to Workers' Compensation Insurance to be provided by the Authority.

An employee may apply accumulated Sick Leave or Vacation Leave in order to supplement Workers' Compensation benefits. Total compensation shall not exceed the employee's base hourly rate.

An industrially injured employee may be treated by her/his personal physician for examination of industrial injuries, provided that the employee has notified the Business Division of the physician's name and address in writing before the date of the injury.

13.0 INSURANCE AND OTHER BENEFITS

The purpose of this section is to generally describe the benefits available to Authority employees. However, employees are advised that this is a summary only and the benefits received are so specified in the plan documents for each type of benefit.

13.1 Eligibility

All regular and probationary employees are eligible to participate in the employee benefit program effective upon the first day of employment with the Authority.

IRS recognized spousal relationships and children shall be considered eligible dependents.

To the extent allowable by the Authority's Insurance Providers, principal domestic partners will also be covered under the Authority benefit plan.

13.1.1 A principal domestic partner is defined as an unmarried equivalent of husband or wife who has lived with the employee for at least six (6) months and has filed an affidavit of domestic partnership with the Authority.

13.1.2 In the event that the Authority's health care provider does not insure principal domestic partners as defined above, the Authority shall reimburse employee who privately purchases health care coverage for their domestic partner up to a maximum of one hundred dollars (\$100.00) per month per employee.

13.2 Retirement

13.2.1 All employees hired on or before December 31, 2011 shall participate in the California Public Employee's Retirement System (PERS) 2% @ 55 Plan, without Social Security, single highest year formula. Employees shall be required to pay the 7% employee share of the PERS retirement contributions.

13.2.1.1 Effective July 1, 2015 employees' additional PERS contribution will be 1% (total of 8%) on a pre-tax basis.

13.2.1.2 The Authority has implemented a resolution pursuant to IRS Code Section 414 (h) (2) to enable Authority employees to make the required employee PERS contributions on a pre-income tax basis.

13.2.2 All employees hired on or after January 1, 2012 shall participate in the California Public Employee's Retirement System (PERS) 2% @ 60 Plan, without Social Security, highest three-year average formula. Employees shall be required to pay the 7% employee share of the PERS retirement contributions.

13.2.2.1 Effective July 1, 2015 employees' additional PERS contribution will be 1% (total of 8%) on a pre-tax basis.

13.2.3 All employees hired who are "New Members" on or after January 1, 2013 shall participate in the California Public Employees Retirement System (PERS) as defined by the Public Employees Pension Reform Act (PEPRA) of 2012. Some of the provisions of PEPRA include:

- A "New Member" is defined as:
 - A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California public retirement system, or
 - A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system or,
 - A member who first established CalPERS membership prior to January 1, 2013 and who is rehired by a different CalPERS employer after a break in service of greater than six months.
- A defined benefit formula of 2%@62 with three-year final compensation period.
- Employee contribution rate of 50% of total normal costs or 7%, whichever is greater.

13.2.3.1 Effective July 1, 2015, employee contribution rate of 50% of total normal costs or 8%, whichever is greater.

13.3 Health/Domestic Partners

The Authority shall contribute to PERS PEMHCA Program or any other PERS approved Authority offered alternate medical plans the following monthly amount for active, eligible employees in budgeted positions who elect to participate in such program:

.A. For calendar year 2016, the Authority will provide the following monthly benefit contributions for active employees:

a. CalPERS PEMCHA Contribution

1. Employee only – the Authority shall contribute the PEMCHA minimum as determined by CalPERS on an annual basis.
2. Employee + one dependent – the Authority shall contribute the PEMCHA minimum as determined by CalPERS on an annual basis.

3. Employee + two or more dependents - the Authority shall contribute the PEMCHA minimum as determined by CalPERS on an annual basis.
- b. Flexible Benefit Plan Contribution – The Authority shall, for active employees, credit into a Section 125 Plan (Flexible Benefit Plan) the following monthly amounts based upon the actual election of medical plan and level of coverage by the employee:
 1. Employee only: \$652.33, less the PEMCHA contribution in 13.3.C.a.
 2. Employee plus one: \$1,239.82, less the PEMCHA contribution in 13.3.C.a.
 3. Family: \$1,620.86, less the PEMCHA contribution in 13.3.C.a.
- B. For calendar year 2017, the Authority will provide the following monthly benefit contributions for active employees:
- a. CalPERS PEMCHA Contribution
 1. Employee only – the Authority shall contribute the PEMCHA minimum as determined by CalPERS on an annual basis.
 2. Employee + one dependent – the Authority shall contribute the PEMCHA minimum as determined by CalPERS on an annual basis.
 3. Employee + two or more dependents - the Authority shall contribute the PEMCHA minimum as determined by CalPERS on an annual basis.
 - b. Flexible Benefit Plan Contribution – The Authority shall, for active employees, credit into a Section 125 Plan (Flexible Benefit Plan) the following monthly amounts based upon the actual election of medical plan and level of coverage by the employee:
 1. Employee only: \$652.33, less the PEMCHA contribution in 13.3.C.a.
 2. Employee plus one: \$1,339.82, less the PEMCHA contribution in 13.3.C.a.
 3. Family: \$1,770.86, less the PEMCHA contribution in 13.3.C.a.
- C. For calendar year 2018, the Authority will provide the following monthly benefit contributions for active employees:
- a. CalPERS PEMCHA Contribution
 1. Employee only – the Authority shall contribute the PEMCHA minimum as determined by CalPERS on an annual basis.

2. Employee + one dependent – the Authority shall contribute the PEMCHA minimum as determined by CalPERS on an annual basis.

3. Employee + two or more dependents - the Authority shall contribute the PEMCHA minimum as determined by CalPERS on an annual basis.

b. Flexible Benefit Plan Contribution – The Authority shall, for active employees, credit into a Section 125 Plan (Flexible Benefit Plan) the following monthly amounts based upon the actual election of medical plan and level of coverage by the employee:

1. Employee only: \$652.33, less the PEMCHA contribution in 13.3.C.a.

2. Employee plus one: \$1,439.82, less the PEMCHA contribution in 13.3.C.a.

3. Family: \$1,920.86, less the PEMCHA contribution in 13.3.C.a.

D. In no event shall the Authority’s combined PEMHCA monthly contribution and Flexible Credits exceed the actual monthly dollar amount of the respective premium. If the PEMHCA monthly contribution covers the entire PERS Health Care monthly premium cost, the Authority shall contribute zero credits into the Section 125, Flexible Benefits Plan.

In no event will employees receive more than \$150 paid as salary if they waive all medical coverage.

There will be no cash option under Section 125 Flexible Benefits Plan. The credits deposited by the authority are solely contingent upon the election and enrollment in one of the medical plan options offered by the Authority.

E. In the event that the section 125 Plan (Flexible Benefit Plan) does not comply or continue to comply with state and federal law relative to Section 125 of the Internal Revenue Code as amended or if the enabling legislation is repealed, the parties agree to meet and confer over alternative qualifying plans or programs.

Employees are responsible for payment of any costs in excess of the PEMHCA contribution and the appropriate flexible benefit credit set forth in 13.3A, 13.3B, 13.3C, or 13.3D.

Medical care and prescription drug benefits shall be provided to Authority employees by the California Public Employees Retirement System (PERS) Health Program.

13.3.1 In anticipation of the federal government's announced plans to impose a tax on any health plan an employer offers that will have a value greater than \$10,200 for

single coverage or \$27,500 for family coverage, beginning in 2018; also the premium thresholds for these health plans may be modified from time to time by the federal government, the Authority and OE3 agree that this MOU will be "re-opened" for the limited purpose of renegotiating the impacts of this tax at such time the regulations are final.

13.3.2 Dental care benefits shall be provided to Authority employees via the Santa Cruz County Personnel Department, Benefits Division.

13.3.3 Vision care benefits shall be provided to Authority employees by the Vision Service Plan (VSP) as administered by the Santa Cruz County Personnel Department, Benefits Division.

13.3.4 Employees with proof of alternate insurance may opt out of Authority health insurance coverage as set forth in the section and, in lieu, receive a cash payment of one hundred and fifty dollars (\$150) per month.

13.3.4.1 Effective January 1, 2017 the in lieu cash payment will increase to two hundred dollars (\$200) per month.

13.4 Retiree Health Care

13.4.1 Employees of the Authority who retire through CalPERS may enroll in a CalPERS health plan as provided under Public Employees' Medical & Hospital Care Program (PEMCHA).

13.4.2 The Authority agrees to contribute as shown below for eligible retirees who are enrolled in a CalPERS PEMCHA medical plan. The Authority contribution is as follows:

13.4.2.1 For all employees who retire on or after January 1, 2015:

1. Retirees with 0-5 Years of Service with the Authority are entitled to receive the PEMCHA Minimum Only.
2. For retirees with 6+ Years of Service with the Authority or transition time under Policy 1051, each additional year of service will result in an increased benefit with a cap of \$500 for 20 or more years. Specific benefit amounts are show on Attachment 1.
3. Attachment 1 will be modified on an annual basis when the PEMCHA minimum is determined.
4. The formula for Attachment 1 is: $((\$500 - \text{PEMCHA Min}) / 15) +$ the amount for one less year of service.

13.4.3 Nothing in this agreement guarantees continued medical insurance coverage upon or after the expiration of this agreement and the underlying Memorandum of Understanding for retirees, their dependents, or their survivors. The Authority reserves the right to make modifications to retiree medical coverage, including

termination of coverage, upon or after the termination of this Memorandum of Understanding.

13.5 Life Insurance and Long Term Disability

The Authority shall contribute the full cost towards an Authority sponsored long term disability and group term life insurance program administered through the Santa Cruz County Personnel Department, Benefits Division. Employees are responsible for the payment of any costs in excess of the maximum Authority contribution.

13.5.1 Long term disability insurance coverage equal to sixty-six and two-thirds percent (66.6%) salary per month subject to the maximum monthly benefit as described by the plan.

13.5.2 Group term life insurance coverage of \$50,000 per employee.

13.6 Tuition Reimbursement

13.6.1 The purpose of the Tuition Reimbursement Program is to encourage Authority employees to voluntarily further their academic and technical education by providing financial assistance.

13.6.2 All Authority employees are eligible to participate in the Tuition Reimbursement program.

To receive tuition reimbursement, the employee must be employed by the Authority from the beginning through the end of the course.

13.6.3 Eligible courses include academic and/or vocational courses taken from an accredited college, university, adult education department or professional association.

13.6.4 Eligible courses are those which:

13.6.4.1 are job related;

13.6.4.2 improve knowledge and skills for an employee's present position or for positions of higher classification within the Center, and;

13.6.4.3 prepare an employee for anticipated technological changes occurring in their career field.

13.6.5 Individual requests must be approved for reimbursement by the General Manager in advance of registration.

13.6.5.1 Courses are to be attended on the employee's own time and the employee must furnish their own transportation.

13.6.5.2 Time spent in attendance at such courses is not considered as hours worked.

13.6.6 Reimbursement will be made only upon successful completion of the course.

13.6.7 The employee must submit proof of successful completion.

13.6.7.1 For the purposes of successful completion, a letter grade of at least a 'C' or equivalent is required.

13.6.7.2 Reimbursement will be made based upon the cost of tuition (or the registration fee), and does not include books, equipment, parking, lodging, meals, lab fees, student body fees, or other incidental costs or fees.

13.6.8 Authority reimbursement shall be limited as follows:

13.6.8.1 One (1) to five (5) day courses or workshop - maximum of \$150.00 per course.

13.6.8.2 Course or workshops which exceed five (5) days - maximum of \$300.00 per course.

14.0 SAFETY

The Authority and its employees will conform to and comply with all Federal, State and local health and safety laws and regulations. The Authority will take all steps necessary to ensure employee health and safety including, but not limited to, training prior to the use of any equipment or machine used in the course of an employee's job. Responsibility for safety is shared equally by the Authority and its employees.

15.0 GRIEVANCE PROCEDURES

15.1 Employees of the Authority, or the Union acting on their behalf, are entitled to have their grievances recognized and reviewed. The Authority, likewise, has the responsibility to review employee grievances. The provisions of this policy will apply in cases of employee grievances.

15.1.1 A grievant may be represented by any representative of his/her choosing in preparing or presenting a grievance.

15.1.2 No reprisals shall result against any employee who presents a bona fide grievance under this procedure.

15.1.3 Time limits may be extended by mutual agreement of the parties. After such agreement, grievances will be advanced to the next step if time limits are not met.

15.1.4 Only upon mutual, written agreement between the parties will Section 15.3, the Informal Grievance Procedure, be waived.

15.2 Definitions

An employee's (or Union's) grievance may be a contract interpretation grievance or a disciplinary grievance.

15.2.1 Contract Interpretation Grievance: A formal allegation by a member who has been adversely affected by an alleged violation or misapplication of specific provisions of this Memorandum of Understanding or the written Authority policies and procedures.

15.2.2 Disciplinary Grievance: A formal objection or challenge to a punitive disciplinary action to include reprimand, suspension, demotion, and discharge.

15.2.3 Special Considerations:

15.2.3.1 Neither an employee nor the Union may grieve the dismissal of an employee during his/her probationary period.

15.2.3.2 A performance evaluation may be grieved only to the General Manager, or his/her designee.

A written warning or reprimand may be grieved only to the General Manager, or his/her designee.

15.3 Informal Grievance

Within fourteen (14) calendar days of the event giving rise to an employee grievance (or the date the grieving employee first became aware of the event), the employee shall present the grievance formally for disposition by his/her immediate supervisor.

15.3.1 The grieving employee shall be given an oral response to their grievance within seven (7) calendar days.

15.3.2 Presentation of an informal grievance shall be prerequisite to the institution of a formal grievance.

15.3.3 An informal grievance may be taken up during the working hours of the employee.

15.4 Formal Grievance

If the grieving employee believes the grievance has not been redressed through the informal process, he/she may initiate a formal grievance within seven (7) calendar days of the final informal process decision.

15.4.1 A formal grievance must be submitted to the General Manager in writing, and shall contain the following minimum information:

15.4.1.1 Name of protesting grieving employee

15.4.1.2 Class Title

15.4.1.3 Mailing Address

15.4.1.4 A concise statement of the nature of the grievance

15.4.1.5 Citing of applicable policy, procedure or MOU provision

15.4.1.6 The date(s) of occurrence

15.4.1.7 A proposed solution to resolve the problem

15.4.1.8 The date of execution of the letter of grievance

15.4.1.9 The signature of the grieving employee or their representative

15.4.2 Within seven (7) calendar days after a formal grievance is filed, the General Manager (or representative) shall investigate the grievance, confer with the employee and others involved in an attempt to resolve the grievance, and make a decision in writing to the grieving employee.

15.4.3 If the grievance is not resolved to the satisfaction of the grievant in accordance with paragraph 2 above, the Union may request: (1) in the case of a contract interpretation grievance, an outside hearing officer or, (2) in a disciplinary grievance, the employee or Union may request review of the General Manager's decision by a mutually agreeable standing hearing officer. In either case the request further consideration must be made by notifying the Board Chairperson in writing within seven (7) calendar days of the General Manager's decision.

15.5 Contract Interpretation Grievance

15.5.1 If the grievance is not resolved satisfactorily through the formal grievance process (15.4) the grievant may, within fourteen (14) calendar days, of the General Manager's decision, file a notice of request to appeal the grievance to a hearing officer. The notice of request for a hearing by a hearing officer shall be forwarded in writing to the General Manager.

15.5.2 Within fourteen (14) calendar days from the date of notice of appeal, the Union and the Authority may mutually agree on a neutral party from an independent source to serve as a hearing officer. In the event the Union and the Authority fail to agree on the neutral party, they shall immediately thereafter jointly request the California State Conciliation Service to submit to them a list of seven (7) persons qualified and available to act as a hearing officer.

- 15.5.3 If such a list is requested from the California State Conciliation Service, the Union and the Authority shall, within five seven (7) calendar days of receipt of the list, alternately strike names from such list, with the last remaining name to be the person serving as hearing officer. The party having first choice to strike a name from the list shall be determined by lot.
- 15.5.4 At the request of either party, proceedings shall be recorded, but not transcribed, except at the request of either party to the hearing. The party requesting the transcript shall bear the expense. Should either party request transcripts of the hearing, a copy shall be made available to the other party.
- 15.5.5 Upon mutual agreement, the Authority and the grievant may submit briefs to the hearing officer in lieu of a hearing.
- 15.5.6 The hearing officer's expenses, if any, shall be borne equally by the grievant(s) and the Authority. Each party shall bear the cost of its own presentation including the preparation of post hearing briefs.
- 15.5.7 Action By The Board
After conclusion of the hearing, the Hearing Officer should forward his/her recommendations to the Board. The Board has thirty (30) days after receipt of the recommendations to, in its sole discretion, accept, modify or deny the recommendations of the Hearing Officer. No action by the Board within thirty (30) days constitutes approval of the Hearing Officer's recommendations. If the Board acts to modify or deny the recommendations, the Board will provide a reason for its decision. There will be no further appeal to the Board on this matter.

15.6 Disciplinary Grievance

If a disciplinary grievance is not resolved satisfactorily through the formal grievance process (15.4), the grievant may within fourteen (14) calendar days file a notice of request to appeal the grievance to a standing hearing officer who shall be selected by mutual agreement of the Union and the Authority. Notice of request for a hearing by the hearing officer shall be forwarded in writing to the General Manager who will schedule attempt to schedule a hearing before the hearing officer within thirty (30) days after receipt of the request.

The procedure for the hearing will be as follows:

- 15.6.1 Submittal of all written material relating to the disciplinary action.
- 15.6.2 A presentation of the action taken by the General Manager and the basis for such action by the General Manager or his/her representative.

- 15.6.3 A presentation by the grievant or his/her representative.
- 15.6.4 A response by the grievant and manager or their representatives to questions from members of the Board.
- 15.6.5 Closing the hearing with a written finding issued within thirty (30) days.
- 15.6.6 Action By The Board
After conclusion of the hearing, the Hearing Officer should forward his/her recommendations to the Board. The Board has thirty (30) days after receipt of the recommendations to in its sole discretion, accept, modify or deny the recommendations of the Hearing Officer. No action by the Board within thirty (30) days constitutes approval of the Hearing Officer's recommendations. If the Board acts to modify or deny the recommendations, the Board will provide a reason for its decision. There will be no further appeal to the Board on this matter.

16.0 DISCIPLINE

Management shall notify an employee in a timely manner of intended discipline for suspensions or greater with concurrent notice to the Union. Disciplinary actions shall be for just and sufficient cause. In general, the Authority agrees in the policy of progressive discipline: including counseling, written warning, reprimands, suspension, demotion and termination depending upon the individual circumstance, however, discipline may commence at any level. Following receipt of written notification of disciplinary action, non-probationary employees shall have the right to appeal disciplinary action directly representing them or to do so through a representative of their own choice, as specified in Article 15, Grievance Procedure. In presenting a disciplinary appeal, the appellant and/or her/his representative is assured freedom from restraint, interference, coercion, discrimination or reprisal.

- 16.1 The General Manager may suspend, demote, or dismiss any employee.

16.2 Causes for Disciplinary Action

The following list of causes is provided as a guideline as to what may constitute proper basis for corrective action. It is not all-inclusive; in that the General Manager may institute corrective action for any activity which he/she deems just cause for such action.

- 16.2.1 Just cause for corrective action relating to performance of duties
- 16.2.2 Violation of Authority rules, regulations and policies

- 16.2.3 Inefficiency, incompetence or willful negligence in the performance of duties, which include failure to perform assigned tasks or failure to discharge duties in a prompt and responsible manner
- 16.2.4 Physical or mental inability to perform the essential functions of the position after considering reasonable accommodations
- 16.2.5 Refusal to accept a reasonable and proper assignment from an authorized supervisor – insubordination
- 16.2.6 Intoxication or under the influence of drugs or alcohol while on duty
- 16.2.7 Careless, negligent or improper use and/or waste of Authority property, funds, time or equipment, including damage or risk of damage
- 16.2.8 Acceptance of gifts in exchange for influence, or under circumstances which would tend to compromise the effective discharge of duties
- 16.2.9 Failure to maintain satisfactory working relationships with the public, User Agency representatives, and other employees
- 16.2.10 Absence without approved leave
- 16.2.11 Failure to report to duty at the assigned time and place
- 16.2.12 Improper use of Sick Leave
- 16.2.13 Unauthorized release of confidential information as defined by law from official records or sources.
- 16.2.14 Deliberate falsification of official records or sources
- 16.2.15 Just cause for corrective action relating to behavior and conduct detrimental or prejudicial to public service
- 16.2.16 Guilty of gross misconduct, which tends to discredit or adversely affect the Authority's ability to provide service
- 16.2.17 Conviction of a felony or job related misdemeanor
- 16.2.18 Habitual failure to make reasonable provisions for the payment of personal debts
- 16.2.19 Falsified job information to secure position
- 16.2.20 Addiction or use of illegal drugs that affect the employee's ability to perform the duties and responsibilities of their position

16.2.21 Failure to maintain safe and healthy work practices

17.0 INDEMNIFICATION

The Authority shall defend and indemnify an employee against any claim or action against the employee on account of an act of omission in the scope of the employee's employment with the Authority in accordance with and subject to the provisions of California Government Code Section 825 et. seq, and 996 et. seq.

18.0 MUTUAL RIGHTS AND RESPONSIBILITIES

18.1 Mutual Cooperation

The Union recognizes its obligation to cooperate with the Authority to assure maximum service of the highest quality and efficiency to the citizens of Santa Cruz County consistent with its obligations to the employees it represents. The Authority recognizes its responsibilities to treat employees fairly and equitably. The Authority and the Union affirm the principal that harmonious labor/management relations are to be promoted and furthered. To further the purpose of this section, the General Manager will meet with official Union Representatives at least quarterly to discuss matters of mutual concern.

18.2 Continuity of Service

The Authority is engaged in public safety emergency services to the public and the Union and the Authority recognize that there is an obligation on each party for the continuous availability of such services. The duties performed by Authority employees are essential to the operation of the Authority.

18.3 Peaceful Performance of Service

The Union, its agents, its staff, and the employees it represents, agree that they will not encourage, call upon, authorize or participate in any strike, work stoppage, picketing, or any concerted interference with the operations of the Authority or any refusal to enter upon the Authority's premises or work site during the term of this contract. The Authority agrees that it shall not lock out its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of employees of the Authority in the exercise of its rights as set forth in any of the provisions of this MOU or applicable ordinance or law.

19.0 SAVINGS CLAUSE

If any article or section of this contract or any rider thereto should be held invalid, illegal or unenforceable by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending final determination as to its validity or legality, the remainder of this contract or any rider thereto, or the application of such article or section to persons or circumstances other than those which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

It is further the intent that should any article or sections of this contract be held invalid, illegal or unenforceable and inoperable, that article or section shall be renegotiated in an attempt to provide validity, legality and acceptability to such section or article.

Amendments to Agreement - This Agreement may be amended only by the mutual written agreement of the parties. Such amendments shall be lettered, dated, and signed by the parties and shall constitute a part of this Agreement.

20.0 ENTIRE AGREEMENT

The parties acknowledge that during the negotiations resulting in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties are set forth in this agreement. Therefore, the Authority and the Union, for the duration of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this agreement, except as specifically appropriate under Section 4.4.

This MOU contains the entire agreement between the parties hereto and neither party shall be bound by any statement, representation, agreement, stipulation, or provision made prior to the execution here of and not set forth herein.

21.0 TERM

This MOU shall begin on January 1, 2016 and expire on December 31, 2018. Ninety (90) days prior to the expiration, the parties shall meet and confer, at the request of the Union or the Authority, to amend this Memorandum of Understanding.

David Cariaga, Operating Engineers

Jamie Goldstein, Board Chairperson

Michael Krakowiak, Senior PSD III

Dennis Kidd, General Manager

Gina Loftin, PSD II

Dana McRae, Attorney for the Authority