

# ORANGE COUNTY CEMETERY DISTRICT

# PERSONNEL MANUAL

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## **APPLICABILITY**

This Manual applies to all of the District's employees. Those sections, provisions, tables and charts which contain the notation "[MOU]" reflect the substance of the companion section, provision, table or chart set forth in the Memorandum of Understanding by and between the District and the Service Employees International Union Local 721, CTW-CLC, which is the Exclusively Recognized Employee Organization for those classes in the Orange County Cemetery District Groundskeeping Unit.

## DEFINITIONS

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

**BOARD** shall mean Board of Trustees of the Orange County Cemetery District.

**CONFIDENTIAL EMPLOYEE** shall mean an employee who is involved with supporting or who has access to information that affects employee relations.

**CONTINUOUS SERVICE** shall mean employment in a regular position, which has not been interrupted by resignation, discharge or retirement. Leaves of absence shall not be credited toward continuous service.

**DISTRICT** shall mean the Orange County Cemetery District.

**EMERGENCY** shall mean an unforeseen circumstance requiring immediate action, a sudden unexpected happening, an unforeseen occurrence or a condition that is a pressing necessity.

**EMPLOYEE** shall mean a person employed by the District and covered by the terms of this manual.

***“EMPLOYEE” shall mean a person employed by the District and covered by the terms of the Memorandum of Understanding, except where the natural construction of the Memorandum of Understanding indicates otherwise. [MOU PROVISION]***

**EXEMPT EMPLOYEE** shall mean an employee in a job classification that is exempt from overtime as defined by the Fair Labor Standards Act (FLSA).

**FULL-TIME EMPLOYEE** shall mean an employee employed in one (1) or more regular positions who’s normally assigned work hours equal those of a full workweek or work period as described hereinafter.

***“FULL-TIME EMPLOYEE” shall mean an employee employed in a regular position who’s normally assigned work hours equal those of a full workweek or work period as described hereinafter. [MOU PROVISION]***

**MOU or MEMORANDUM OF UNDERSTANDING** shall mean and refer to the Memorandum of Understanding by and between the District and the Service Employees International Union Local 721- Groundskeeping Unit, CTW-CLC (July 1, 2013 through June 30, 2016).

**PART-TIME EMPLOYEE** shall mean an employee employed in one (1) or more regular positions who’s normally assigned work hours do not equal those required of a full-time employee.

**“PART-TIME EMPLOYEE”** shall mean an employee employed in a regular position who’s normally assigned work hours do not equal those required of a full-time employee. [MOU PROVISION]

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

**PRACTICABLE** means feasible; reasonably able to accomplish.

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

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

**SENIORITY** shall mean total continuous full-time equivalent service as a regular employee of the District.

## ARTICLE I

### **WORK PERIOD, WORK SHIFTS, OVERTIME AND PREMIUM PAY**

#### Section 1. Work Period

- A. The official work period for employees shall be as follows:

The official work period for full-time employees shall be forty (40) hours and shall begin on each Friday and end with the following Thursday. Work ordered and performed in excess of forty (40) hours of time worked and annual leave which is planned, scheduled and pre-approved, including holiday pay in a work period shall be overtime. Unplanned annual leave will not count towards the calculation of overtime.

- B. No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation.
- C. This Section shall not prevent an employee or group of employees from requesting a modified work schedule. Such requests may be implemented at an individual cemetery site or by the District as a whole as long as the needs of the District are served.

#### Section 2. Work Shifts

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

#### Section 3. Overtime

##### A. Qualifications for Overtime

An employee is only eligible for overtime if the employee is a non-exempt employee who is regularly scheduled to work no less than 40 hours in a workweek.

##### B. Notification of Overtime

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



Employees shall not work beyond the normal workday, workweek or work period with prior approval by a supervisor/manager. Working overtime without prior authorization may result in disciplinary action.

C. Payment for Overtime

1. Work ordered and performed in excess of forty (40) hours of paid time in a workweek shall be overtime. Unplanned annual leave will not count towards the calculation of overtime.
2. Except as otherwise provided in this document, overtime shall be compensated at one and one-half (1½) times the regular rate.
3. Overtime may be converted to compensatory time or paid for at the option of the District. Consideration shall be given to effectuating the wishes of the employees. Employees may bank up to a maximum of eighty (80) hours of compensatory time. Employees shall be paid for all overtime work performed in excess of this maximum cap amount.
4. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase periods. Compensatory time off may be used as part of the established workweek to earn fringe benefits and to serve out probationary and merit increase periods.
5. An employee separating from District service for reasons other than paid retirement shall be paid for accumulated compensatory time in a lump sum payment.

D. Compensatory “Comp” Time

1. Comp time may only be offered if there is a written agreement between the District and the employee (or employee representative) that provides for comp time.
2. Comp time will be given at the same rate as the overtime rate.
3. An employee who has accrued comp time and has requested the use of that time will be permitted by the District to use the time within a reasonable period after making the request, provided the employee’s absence will not unduly disrupt the District’s operations, which takes into consideration (i) the normal schedule of work, (ii) anticipated peak workloads based on past experience, (iii) emergency requirements for staff and services and (iv) the availability of qualified substitute staff.

4. An employee may request the District pay overtime compensation in cash in lieu of comp time for any comp time the employee has accrued for at least two pay periods.
5. Compensatory time off may be used as part of the established workweek to earn fringe benefits and to serve out probationary and merit increase periods.

E. Weekend and Holiday Services

1. Notification of Employees

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

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

2. Assignment to Services

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

In the case of multiple burials for one (1) service on a weekend or holiday, the Cemetery Manager will work with staff to determine the number of employees required.

The Cemetery Manager has the discretion to only assign one (1) employee, if there is only one (1) service involving a niche, with no set-up, on a weekend or holiday.

Additional employees may be added at supervisor's discretion due to large services or other circumstance on a weekend or holiday.

Part-time employees may be assigned to weekend or holiday services when full-time employees are not available.

3. Scheduling of Services

The District staff will attempt to limit the number of weekend or holiday services to three (3) services per day.

Services should be arranged a minimum of one (1) hour apart or to a maximum of two (2) hours apart.

Additional services will be at the Cemetery Manager’s discretion, based on type of service and workload.

4. Minimum Compensation for Weekend and Holiday Services

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

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

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

5. Rate of Compensation for Weekend and Holiday Services

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

Employees shall be compensated at double times (2X) the regular rate for a holiday.

Any overtime worked under this section may be converted to compensatory time or paid for at the option of the District.

Section 4. Rest and Meal Periods and Cleanup Time

A. Rest Period

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

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

Employees with infant children shall be provided a reasonable amount of break time to express breast milk, unless the break time would seriously disrupt the operations of the District. The break time shall, if possible, run concurrently with the rest time already provided to the employee. The District will make reasonable efforts to provide the employee with the use of a room or other location, other than a toilet stall, in close proximity to the employee's work area, for the employee to express milk in private.

B. Meal Period

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

The District and employee shall mutually agree on the time the meal period is taken; however, if agreement cannot be reached, the determination shall be made by the District.

C. Cleanup Time

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

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

For example:

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

Section 5. Premium Pay

A. Call-Back Pay

1. When an employee returns to work because of a District request made after the employee has completed his/her normal work shift and left the work station, the employee shall be credited with a minimum of two (2) hours work for each such call back.
2. Any hours worked in excess of two (2) hours, in which the employee is continuously engaged in work for which he/she was called back, shall be paid in minimum of fifteen (15) minute increments.

3. Call-backs on any day other than a holiday shall be paid at one and one-half (1½) times the regular rate.
4. Call backs on a holiday shall be paid at double time (2X) the regular rate. Holidays for the purposes of this section shall mean the actual and/or observed holidays designated in Article 5.
5. Call-back pay shall apply only when an employee is required to physically return to work (e.g., leave home or another off-duty location) in order to perform required duties.

B. Special Skills Pay

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

C. Standby Pay

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

D. Acting Pay

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

For Example:

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

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

E. Phone Stipend

The District will provide a monthly phone stipend to all employees in the Cemetery Manager and Lead Worker classification for Fifty Dollars (\$50.00) per month in regards to use of their personal phones for work purposes. Groundskeepers are not obligated to use their personal phones for work purposes.

## ARTICLE II

### PAY PRACTICES

#### Section 1. Compensation for Employees

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

#### Section 2. Pay for New Employees

- A. A new employee shall be paid at the recruiting step of the salary range in effect for the particular classification or position in which the new employee is hired except as provided in Section 2.2B.

Upon recommendation of the General Manager, a particular position may be filled by appointment at any step within the salary range. Such appointments shall be made only when the General Manager makes a determination that there is a direct benefit to the District from such appointment and makes a determination that the applicant's previous training and experience enables him/her to make a greater contribution than a less experienced employee.

#### Section 3. Merit Increases

##### A. Eligibility for Merit Increase

1. Employees will become eligible to receive merit increases based on their merit increase eligibility date, except as provided in Section 2.3D, and their annual performance evaluation rating.
2. The General Manager shall have the final discretion to award a salary increase based on merit. In each case, the General Manager will review the recommendation from the employee's Manager and discuss the merit based on the Manager's rating of the employee's performance.
3. Should an employee's merit increase eligibility date be overlooked through an error and upon discovery of the error the employee is granted a merit increase, the employee shall be compensated for the additional salary the employee would have received dating from the employee's merit increase eligibility date.

##### B. Merit Increase Eligibility Dates

1. A new or re-employed employee in a regular position shall have a merit increase eligibility date which shall be the first day of the pay period following the completion of the first twenty-six (26) weeks of service within that class.

2. The granting of an official leave of absence (other than a military leave) or the imposition of a suspension shall cause the merit increase eligibility date to be extended a number of calendar days equal to the official leave or suspension. The extended merit increase eligibility date will be effective the first day of the pay period after said date.
3. Subsequent merit increase eligibility dates shall be the first day of the pay period following the completion of fifty-two (52) week intervals subject to the same postponement for official leaves of absence or suspensions.
4. Effective July 1, 2017, the merit increase eligibility date for all-non-probationary employees shall be the first (1<sup>st</sup>) pay period of each new fiscal year.

C. Rate of Merit Increases

1. Merit increases may be granted for not more than two (2) steps within the salary range based upon the employee's performance.

2. For the Union:

Employees receiving a minimum of three hundred (300) points on his or her annual performance evaluation will receive a one (1) step increase.

Employees receiving three hundred and seventy-five (375) to four hundred and forty-nine (449) points on his/her annual performance evaluation may receive a two-step increase.

Employees receiving four hundred and fifty (450) points or more on his/her annual performance evaluation may receive a three (3)step increase.

3. If, in the District or General Manager's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date and a deferral of decision accompanied by an intensive effort at improved performance might be productive, the District or General Manager shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. The employee may be re-evaluated at any time, but in any event shall be reevaluated on the structured merit rating prior to the end of the thirteenth (13<sup>th</sup>) pay period. The employee's merit increase eligibility date shall not be changed by such deferral.
4. Should an employee's merit increase eligibility date be overlooked through an error and upon discovery of the error the employee is granted a merit increase, the employee shall be compensated for the additional salary the employee would have received dating from the employee's merit increase eligibility date.



Section 4. Salary on Promotion

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

Section 5. Salary on Reduction

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

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

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

Section 6 Direct Deposit

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

## **ARTICLE III**

### **GENERAL PERSONNEL PROVISIONS**

#### **Section 1.     Probation**

A.     The probationary period shall be regarded as a part of the selection process and shall be utilized for the purpose of determining the employee's ability to perform satisfactorily the duties prescribed for the position and determining the employee's ability to work with other employees.

#### **B.     Initial Probation**

All initial appointments and renewed appointments shall be tentative and subject to a probationary period of actual District service. The probationary period shall not include time served under any temporary appointment.

A new or reemployed employee employed in a regular position, shall be placed on a new probation for twenty-six (26) weeks from the date of appointment ending with the first (1<sup>st</sup>) day of the pay period following completion of said period. The probationary period for part-time employees shall be prorated on an hourly basis.

#### **C.     Promotional Probation**

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

#### **D.     Failure of Probation**

##### **1.     Initial Probation**

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

##### **2.     Promotional Probation**

a.     An employee on promotional probation may be failed at any time without right of appeal or hearing.

b.     An employee who fails promotional probation shall receive a performance evaluation stating the reason for failure of promotional probation.

c.     When an employee fails his/ her promotional probation, the employee shall have the right to return to his/her former class. Provided however,

that if the cause for not passing probation was sufficient grounds for termination, the employee shall be subject to termination without reappointment to the lower position. Such termination shall be subject to the discipline procedures set forth in this Manual.

d. When an employee is returned to his/her former class under the provisions of this section, the employee shall serve the remainder of any uncompleted probationary period in the former class.

e. Military and Other Official Leaves

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

E. Extension of Probation

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

An employee who is suspended shall have his/ her probation extended by the length of the suspension, with the extended probation period ending with the first (1<sup>st</sup>) day of the pay period after said extended date.

Section 2. Performance Evaluations

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

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

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

Section 3. Contents of Personnel File

- A. An employee shall have the right to inspect and review the contents of his/ her personnel file at reasonable intervals.
- B. Adverse statements prepared by the District shall not be included in an employee's official personnel file unless a copy is provided to the employee and the employee signs a confirmation of receipt of such copy. If an employee refuses to sign a copy, a third-party witness must sign and date the document verifying such refusal.
- C. Letters of reference and reports concerning criminal investigations are excluded from this section
- D. An employee has the right to respond in writing to any adverse statements contained in his/her official personnel file, such reply to become a part of such employee's official personnel file. Any such response must be received by the General Manager no later than ten (10) business days after the employee receives his/her copy of the information contained in the personnel file.

Section 4. Employee Conduct Policy

A. Outside Employment

- 1. Employees may engage in employment outside District employment, provided that:
  - a. Written notice is provided in advance to the employee's supervisor and the General Manager.
  - b. The employment does not conflict with the employee's work schedules, duties and responsibilities.
  - c. The employment does not create a conflict of interest or incompatibility with District employment.

- d. The employment does not create a detrimental effect upon the employee's work performance with the District.
  - e. The employment does not involve conducting business during hours of employment with the District.
  - f. The employee does not use District premises, facilities or supplies in his/her outside employment.
  - g. The District is in no way responsible for the employees outside employment.
- 2. Self-employment is considered outside employment and must meet the same conditions as other outside employment, with the addition of the restriction that the employment does not involve ownership of a private business that is incompatible with the employee's position with the District.
  - 3. Any employee wishing to engage in such outside employment shall inform the General Manager and shall provide such information about the activity as requested by the General Manager, who shall determine whether the employment is incompatible, inconsistent, or in conflict with duties as a District employee or with the functions of the District.
  - 4. Outside employment shall cease when, in the opinion of the General Manager, the outside work is interfering with performance of the employee's District job, or if the employment appears to generate a conflict of interest.
  - 5. Any violation of the provisions herein contained respecting outside employment or activity and use of property shall constitute sufficient grounds for disciplinary action, up to and including termination of employment.

B. Private Gain or Advantage

No employee shall use a District position or facilities, equipment, supplies or information developed at public expense for private gain or advantage. Violation of this section may result in the employee's termination.

C. Use of District Facilities or Property

District property shall not be used without express authorization. No employee shall allow any unauthorized person to rent, borrow, or use District facilities unless expressly authorized by the General Manager

D. Confidential Information

District employees shall use discretion when dealing with sensitive information from the public who use District services and facilities. Confidentiality is expected due to the nature of the District's purpose.

E. Conflict of Interest

1. Employees of the District are prohibited from:
  - a. Engaging in or having any interest in any business or transaction, or incurring any obligation which conflicts with or impairs, or appears to conflict with or impair their independent judgment in the discharge of their official duties.
  - b. Accepting money, favors or other considerations for work they would be required or expected to perform in the regular course of their duties.
  - c. Accepting gifts, gratuities or favors of any kind from persons or vendors doing business with the District. The only exception is the acceptance of consumable gifts offered to an entire work group where rejection would damage the spirit in which the gifts were offered.
  - d. Using information acquired by or made available to them in the course of their employment with the District for speculation or personal gain.
2. It is the employee's responsibility to disclose and report all potential conflict of interest situations to his/her supervisor or the District Manager.

Section 5. Nepotism Policy

- A. No person shall be appointed or promoted to a position in the District in which such person's relative holds a position, when such employment would result in any of the following:
  1. A supervisor-subordinate relationship.
  2. The employees having job duties requiring the performance of shared duties or the same or related work assignment.
  3. Both employees having the same immediate supervisor.
  4. Where there is a potential conflict of interest created by reason of safety, security or morale.
- B. "Relative" shall be defined to mean spouse, child, stepchild, parent, grandparent, grandchild, brother, sister, aunt, uncle, niece, nephew, in-law or domestic partner.

Section 6. Political Activity

- A. District employees shall not engage in political activity of any kind during working hours or in a District uniform. Prohibited activity shall include, but is not limited to, soliciting money, influence, service, or any other valuable thing to aid, promote, or defeat any political committee or the nomination or election of any person to public office, while on the job during working hours. No person shall attempt to coerce, command, or require a person holding, or applying for, any position, office, or employment with the City to influence or give money, service, or other valuable thing to aid, promote, or defeat any political committee, or to aid, promote, or defeat the nomination or election of any person to public office.
- B. The rights of District employees to register and vote as they choose shall not be infringed. District employees may express their opinions on all political subjects without recourse against them.
- C. Subject to the foregoing, any District employee may seek appointment or election to any public position, office, or employment for which qualified.

Section 7. Part-Time Employees

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

## ARTICLE IV

### LEAVE PROVISIONS

#### Section 1. Annual Leave

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

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

#### A. Accrual Rates for Annual Leave

##### 1. Up to Three (3) Years of Service

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

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

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

##### 3. Eleven (11) Years of more of Service

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

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

#### B. Maximum Accumulation of Annual Leave

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



2. An employee with an annual leave balance at the maximum accumulation cap shall not accrue any additional annual leave until the employee's annual leave balance falls below fifty-two (52) times the employee's bi-weekly accrual rate.
3. Certain designated employees shall, in lieu of compensatory time and in addition to regular annual leave hours, earn .0193 hours of annual leave for each hour of pay during the regularly scheduled work week (approximately one (1) week per year).

C. Use of Annual Leave

1. Sick Leave

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

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

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

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

2. Bereavement Leave

- a. Upon request, in the event of the death of a member of the employee's immediate family, the District shall provide the employee with the necessary time off with pay as bereavement leave. Bereavement leave shall be deducted from the employee's annual leave bank.
- b. For purpose of this section, an immediate family member shall mean: parent (including step, foster, in-law, or acted as loco parentis to employee), child (including step, foster, grand, employee acting as loco parentis, or any other form of legal guardianship), spouse, grandparent (including in-law), sibling (including in-law), domestic partner, and any other person who has been living in the employee's household for at least the six (6) consecutive months preceding death.

3. Once an employee has submitted and has an approved request for time off for medical or dental appointment, every effort will be made to honor the approval. Should a significant operational issue arise after approval has been granted, the District will make every reasonable effort to provide coverage before notifying employee of the need to change the appointment.

4. Unscheduled Leave

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

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

An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury, medical condition or medical or dental office calls. Such evidence may be required when the employee has been under the care of a physician or when there is reasonable expectation of abuse of annual leave for illness or injury.

5. Holiday During Annual Leave

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

6. Vacation

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

D. Payoff of Annual Leave

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

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

2. Any employee separating or retiring from the District shall be paid in a lump sum payment for one hundred percent (100%) of all unused accumulated annual leave.
3. Payoffs shall be calculated at the employee's rate of pay at the time of the payment.

Section 2. Official Leave of Absence

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

Section 3. Disability Leave

- A. Upon request, an employee shall be granted disability leave without pay for up to six (6) months for a non-occupational disability, including disabilities related to pregnancy and childbirth provided that the employee meets the following conditions:

1. A medical statement covering diagnosis, expected date of return and period of disability shall be submitted with the leave request.

2. Such leave shall begin after all accrued compensatory time and annual leave have been applied toward the absence.
  3. The employee has been in a paid status with the District for six thousand two hundred forty (6240) regularly scheduled hours or more.
- B. If additional leave is desired, the employee may request additional leave in accordance with Section 2 above.
  - C. An employee shall not be entitled to more than one (1) such leave, pursuant to this section, per each consecutive twelve (12) month period.
  - D. When an employee ceases to be eligible for health insurance coverage because of an extended absence due to illness, injury or disability, the District will continue to pay for health insurance premiums for a period of thirty (30) days after coverage ceases. Employees requesting an extension of their health insurance benefits must provide certification from an authorized healthcare provider that the illness, injury or disability is long-term and presently precludes the employee from returning to any employment with the District.

Section 4. Medical Certification

- A. Upon request, an employee may be required to furnish a certificate issued by a licensed physician, registered nurse or other authorized healthcare provider, or other satisfactory evidence of illness, injury, health condition or healthcare appointments. Such evidence may be required when the employee has been under the care of a healthcare provider, or when there is reasonable expectation of abuse of annual leave for sick leave.
- B. An employee who is absent from work for a period of more than fourteen (14) consecutive calendar days due to illness, injury or pregnancy shall not be permitted to resume work until the employee obtains a medical clearance from an authorized healthcare provider.
- C. Annual leave may be applied toward any portion of a qualified absence if the employee has furnished the District with a certificate signed by a licensed physician or authorized healthcare provider stating the nature of the medical condition or period of disability.
- D. In the event of a dispute regarding the employee's ability to safely return to work following an injury, illness or due to a health condition, the District may send the employee to a physician designated by the District to obtain a second opinion. Any costs for such visit(s) shall be borne by the District.

Section 5. Jury Duty Leave

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

Section 6. Witness Leave

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

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

Section 7. Parenthood Leave

- A. An employee shall be granted parenthood leave, of up to six (6) months in connection with the birth, or placement for legal adoption, of a child provided the employee meets the following conditions:
  - 1. The employee requesting leave has submitted a request to his/her supervisor to take the leave at least thirty (30) days in advance of the leave.
  - 2. The requested leave is commenced within six (6) months before or up to one (1) after the date of the birth, or placement for legal adoption, of the child.

3. Sufficient documentation of such birth, or placement for legal adoption, is submitted with the request for leave.
  4. Any unpaid leave shall begin after all hours of compensatory time and annual leave have been applied toward the absence.
- B. Employees shall not be eligible for more than one (1) such leave within any twelve (12) month period.
- C. Unpaid parenthood leave shall not be credited toward continuous service.

Section 8. Workers' Compensation Leave

- A. When an injury is determined to be job related in accordance with Article XI, a regular or probationary employee shall be placed on Workers' Compensation Leave. If such determination cannot readily be made and all compensatory time and annual leave has been applied to the absence, the employee shall be placed on official leave until a final determination is made.
- B. Workers' Compensation Leave shall continue until the employee:
1. is determined to be physically able to return to work and such medical determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or
  2. is determined to be physically able to return to work with medical restrictions which the District can reasonably accommodate and such determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or
  3. accepts employment outside the District; or
  4. accepts employment in another District position; or
  5. has found to be permanent and stationary and is not rehabilitated as provided by law; or
  6. is retired pursuant to Government Code provisions.
- C. Notice of Return to Work

If practicable, an employee on workers' compensation leave will give notice two (2) weeks prior to the date he or she wants to return to work. If an employee does not give two (2) weeks' notice prior to the date he or she wants to return to work, the District shall

not be required to return the employee to work until such notice is given. However, the District may waive the notice or reduce the notice period at its discretion.

D. Supplemental Pay

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

Section 9. Catastrophic Leave

- A. Employees who have a debilitating illness or injury which is expected to incapacitate the employee for an extended period of time shall be entitled to catastrophic leave.
- B. Upon request by an affected employee, the District will establish a catastrophic leave bank into which any employee may voluntarily choose to donate accumulated, but unused annual leave hours. These hours may be used by the requesting employee to receive leave bank allocations due to the exhaustion of his/her own annual leave as a direct result of a catastrophic medical condition.
- C. Employees wishing to make a donation of catastrophic leave must inform the General Manager. All requests for allocations from the donating employee's annual leave bank are subject to approval by the General Manager.
- D. The maximum allocation to be made from the leave bank is one thousand and forty (1,040) hours per individual per calendar year.
- E. The value of donated time will be converted to hours based on the donor's and recipient's rate of pay.
- F. Donations must be made in whole hour increments and once made are irrevocable.

Section 10. Absence Without Authorization

- A. Absence without authorization for three (3) consecutive working days shall be considered an automatic resignation.
- B. When the District plans to invoke the provisions of 10.A, at least ten (10) calendar days prior to entering an automatic resignation on behalf of the employee, the District shall send written notice to the employee's last known address on file with the District. Such notice shall be sent by certified United States Postal Services mail with return receipt

requested and with postage fully prepaid. Notice is complete upon such mailing. Such written notice shall contain:

1. a statement of the District's intention to enter the employee's automatic resignation and its effective date;
2. a statement of the reasons for considering the employee to have automatically resigned;
3. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
4. a statement of the employee's right to representation;
5. a copy of the automatic resignation provisions which apply to the employee;
6. a statement that if the employee fails to respond to the written notice before the effective date of the automatic resignation, the District will accept the employee's automatic resignation.

C. An automatic resignation shall not be entered if the employee:

1. responds to the notice before the effective date; and
2. provides an explanation satisfactory to the District as to the cause of the unauthorized absence and the reasons for failing to obtain an authorized leave, and submits any pertinent documentation to substantiate such reasons; and
3. is found by the District to be ready, able and willing to resume the full duties of his/ her position.

D. An employee who is permitted to continue his/ her employment pursuant to B. and/or C., may not be paid for the period of his/ her unauthorized absence. The employee shall be treated as if on leave of absence for the purposes of continuity of employment and other appropriate benefits, unless the District determines it is appropriate to use accumulated annual leave or compensatory time to cover the absence.

E. Notwithstanding any other provisions of this section, the District may rescind an automatic resignation.

F. Employees separated pursuant to this section are not covered by the rights set forth in Article VIII, Disciplinary Action.



Section 11. Military Leave

Leaves of absence on account of military duty shall be granted in accordance with the California Military and Veterans Code at section 395 et. seq, and any other applicable laws and regulations.

Section 12. Voting Leave

Employees who do not have sufficient time outside of working hours to vote in a statewide election, may, without loss of pay, take off up to two hours of working time to vote. Such time must be at the beginning or end of the regular working shift, whichever allows the employee the most free time for voting and the least time off from working. The employee must notify his or her supervisor at least two working days in advance to arrange a voting time.

Section 13. Leaves Required by Law

Employees shall be entitled to leave not included in this Manual where required by applicable state or federal laws.

## ARTICLE V

### Family and Medical Leave Act

The District provides (A) unpaid family care and medical leave for up to 12 weeks per 12-month period in accordance with the California Family Rights Act (CFRA, as amended) and the federal Family and Medical Leave Act; (B) pregnancy disability leave for up to four months in accordance with the Pregnancy Disability Leave Act; (C) disability leave as required to reasonably accommodate employees with a qualified disability under the Americans with Disabilities Act (“ADA”) and the California Fair Employment and Housing Act (“FEHA”) or with a workplace injury; and (D) leave for other legally required absences as set forth below. Employees having any questions regarding this policy should contact the General Manager.

#### Section 1. Eligibility

To be eligible for family care and medical leave, an employee must (1) have worked for the District for at least 12 months continuous service prior to the date on which the leave is to commence; and (2) have worked at least 1,250 hours in the 12 months preceding commencement of the leave.

#### Section 2. Permissible Uses of Family Care and Medical Leave

- A. Leave under this Family and Medical Leave Act policy may be requested for any one, or for a combination, of the following reasons:
1. For the employee’s own disability due to pregnancy, childbirth or related medical condition.
  2. Bonding and/or caring for a newborn child. Bonding leave must be concluded within one year of the birth, adoption or foster placement of the child.
  3. For placement with the employee of a child for adoption or foster care and to care for the newly placed child.
  4. To care for the employee’s spouse, domestic partner, child, or parent with a serious health condition.
  5. For the employee’s own serious health condition that makes the employee unable to perform one or more of the essential functions of the employee’s job.
  6. Because of any qualifying exigency arising out of the fact that an employee’s spouse, son, daughter or parent is a U.S. National Guard or Reserves member on

active duty or has been notified of an impending call or order to active-duty status in the U.S. National Guard or Reserves in support of contingency operations.

7. For military caregiver leave for eligible employees who are needed to care for a spouse, son, daughter, parent, or next of kin who is a U.S. National Guard, Reserve, or Regular member of the U.S. Armed Forces with a serious injury or illness.

- B. As used herein, a “serious health condition” is one that requires either in-patient care in a medical facility or continuing treatment or supervision by a health care provider.

### Section 3. Substitution of Paid Leave for Family Care and Medical Leave

Employees may elect to substitute annual leave for leave provided under this section due to his or her own serious health condition, as defined above.

### Section 4. Amount of Leave

Provided all the conditions of this policy are met, an employee may take a maximum of 12 weeks of family care and medical leave in a rolling 12-month period measured backwards from the date the employee’s leave commences. Parents who are both employed by the District may take a maximum combined total of 12 weeks of family care leave in a 12-month period for the birth, adoption, or foster care of their child.

Family care or medical leave may be taken intermittently or on a reduced schedule. If leave is taken intermittently or on a reduced schedule, the District retains the discretion to transfer the employee temporarily to an alternative position with equivalent pay and benefits which better accommodates the employee’s leave schedule.

### Section 5. Leave’s Effect on Benefits

During an employee’s family care or medical leave, for up to a maximum of 12 weeks in a 12-month period, the District shall continue to pay for the employee’s participation in the District’s group health plans, and retirement plans, and supplemental unemployment benefit plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave. If the employee fails to return from the leave for a reason other than the recurrence or continuation of the health condition that brought about the leave or other circumstances beyond the employee’s control, the District can recover any health premiums paid by the District on the employee’s behalf during any unpaid periods of the leave. Employees on family care and medical leave accrue employment benefits, such as sick leave, vacation benefits, or seniority only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

## Section 6. Procedure for Requesting Family Care and Medical Leave

### A. Notice Requirements

1. Employees should notify the District of their request for family care or medical leave as soon as they are aware of the need for such leave. For foreseeable events, if possible, the employee must provide 30 calendar days advance notice to the District of the need for family care or medical leave. For events that are unforeseeable 30 days in advance, but are not emergencies, the employee must notify the District as soon as he or she learns of the need for the leave, ordinarily no later than 1 to 2 working days after the employee learns of the need for the leave. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee may be requested to reschedule the treatment so as to minimize disruption of the District's business. If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the District reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for family care or medical leave.
2. All requests for family care or medical leave should include the anticipated date(s) and duration of the leave. Any requests for extensions of a family care or medical leave must be received at least five working days before the date on which the employee was originally scheduled to return to work and must include the revised anticipated date(s) and duration of the family care or medical leave.

### B. Medical Certification

1. In connection with an employee's request for medical leave for an employee's own serious health condition or for family care leave to care for a child, spouse, or parent with a serious health condition, the District shall have the right to request medical certification from a health care provider supporting the employee's request. For foreseeable leaves, employees must provide the required medical certification before the leave begins. When this is not possible, employees must provide the required certification within 15 calendar days after the District's request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts. Failure to provide the required medical certification may result in the denial of foreseeable leaves until such certification is provided. In the case of unforeseeable leaves, failure to provide the required medical certification within 15 days of being requested to do so may result in a denial of the employee's continued leave. The District may also request that an extension of the leave also be supported by an updated medical certification.
2. The medical certification for a child, spouse, or parent with a serious health condition shall include (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) the health care

provider's estimate of the amount of time needed for family care; (d) the health care provider's assurance that the health care condition warrants the participation of the employee to provide family care; and (e) in the case of intermittent or reduced schedule leave where medically necessary, the probable duration of such a schedule.

3. The medical certification for leave for the employee's own serious health condition shall include (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) a statement that, due to the serious health condition, the employee is unable to perform the functions of his or her position; and (d) in the case of intermittent leave or reduced schedule leave where medically necessary, the probable duration of such a schedule. In addition, the certification may, at the employee's option, identify the nature of the serious health condition involved. The District may also require the employee to obtain a second opinion from a doctor of the District's choosing at the District's expense. If the employee's health care provider and the doctor providing the second opinion do not agree, the District may require a third opinion, also at the District's expense, performed by a mutually agreeable doctor who will make a final determination.
4. If and when the employee is able to return to work, the District will require the employee to provide a current medical certification that he or she is able to return to work. Failure to provide such certification will result in denial of such reinstatement.

Section 7. Leave's Effect on Reinstatement

- A. Employees returning from family care or medical leave are entitled to reinstatement to the same or comparable position consistent with applicable law. The District retains the right to deny reinstatement to key employees who are among the highest paid ten percent (10%) of the District's employees and whose reinstatement would cause substantial and grievous economic injury to the District's operations.

**Legally Required Leave (MOU PROVISION)**

*The District will provide for:*

- A. *Unpaid family care and medical leave for up to twelve (12) weeks per twelve (12) consecutive month period and in accordance with California law and the federal Family and Medical Leave Act (FMLA).*
- B. *Pregnancy disability leave for up to four (4) months in accordance with the Pregnancy Disability Leave Act (PDL).*

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

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

**ARTICLE VI**

**HOLIDAYS**

Section 1. Holidays Observed

A. The District recognizes the following holidays each year:

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

B. When a holiday falls on a Sunday, the Monday following the holiday shall be observed.

C. When Christmas Day or New Year's Day falls on a Saturday, the Friday immediately preceding each day shall be observed as the holiday.

D. Floating Holidays

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

<b>Date of Floating Holiday</b>	<b>Number of Hours Credited</b>
March 1 <sup>st</sup>	Two (2) hours
September 9 <sup>th</sup>	Eight (8) hours

Section 2. Eligibility for Holiday Pay

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

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

Section 3. Holiday Pay

A. Rate of Holiday Compensation

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

B. Compensation for Holidays on a Scheduled Day Off

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

C. Compensation for Work on Holidays

In addition to the holiday compensation, an employee who is required to work on a recognized holiday (actual or observed) shall be paid as follows:

1. Regular Shift

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

2. Overtime

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

D. Compensation for Holidays while on Vacation

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

E. Use of Holiday Leave

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



## ARTICLE VII

### REIMBURSEMENT PROGRAM

#### Section 1. Mileage Reimbursement

Mileage reimbursement will be subject to the current Vehicle Rules and Regulations established by the Orange County Board of Supervisors for use of private automobiles.

#### *Mileage Reimbursement [MOU PROVISION]*

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

#### Section 2. Educational and Professional Growth Reimbursement Program

##### Objective

The objective of this program is for employees to continue their professional development through a variety of opportunities. In order to qualify, one or more of the following criteria must be met:

- Related to the work of the employee's position or job classification;
- Prepares the employee to transition to an alternate occupation within the District;
- Prepares the employee for advancement to positions with greater opportunity within the District.

##### A. Eligible Employees

All full time and part time employees who are performing their jobs satisfactorily are eligible for reimbursement.

##### B. Reimbursement Eligibility

The following are eligible activities:

1. Courses related to obtaining a degree
2. Accredited certificate programs
3. Vocational skills program
4. Courses related to obtaining or maintaining a job-related certification or license

5. Courses related to preparing to take tests to receive a job-related certification or license
6. Professional conferences, conventions or seminars
7. Fees related to obtaining or renewing a job-related license
8. Fees related to certification
9. Fees related to taking professional examinations
10. Fees for professional associations
11. Other such activities as approved by the General Manager

In general, courses taken through this program must be on the employee's own time. However, at the discretion of the General Manager, an exception may be made when it serves the objectives of the District and it is not available during non-working hours.

Courses are not eligible for reimbursement if:

1. Taken to bring unsatisfactory performance up to an acceptable level;
2. Taken to acquire skills or knowledge the employee should have had when appointed;
3. Taken to duplicate in-service training provided by the District;
4. Taken to duplicate training that the employee has already had.

C. Nature of Reimbursement

1. Reimbursement may be made for required fees, registration and tuition;
2. Textbooks and educational materials, parking permits, lab fees, etc.
3. Employees must complete a course with a minimum grade of "C" for undergraduate courses and a grade of B for graduate courses. Non-graded courses require a showing of completion or proof of payment.
4. Maximum reimbursement per year is \$1,000 but is dependent upon budgetary constraints.

D. Request Procedure

1. The employee shall apply for approval of reimbursement through the District administration office.
2. Upon completion of an approved course or payment of fees, the employee shall furnish proof of payment and grade, and reimbursement must be submitted within one (1) year of completion to the General Manager.
3. Payment shall be made through the regular County of Orange payroll procedures.

## ARTICLE VIII

### DISCIPLINARY ACTION

#### Section 1. Reasonable or Just Cause

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

The reasonableness of the action will be evaluated on:

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

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

#### Section 2. Union Representation Rights

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

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

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

#### Section 3. Reprimand and Substandard Performance Evaluation

- A. No regular or promotional probationary employee shall receive a written reprimand or a substandard performance evaluation except for reasonable cause.
- B. A written reprimand or substandard performance evaluation given to a regular or promotional probationary employee may be appealed through the grievance/appeal procedure. Such appeal shall be initiated at Step 1 of the grievance/appeal procedure.

Section 4. Emergency Suspensions of Five (5) Days or Less

- A. When suspending a regular or promotional probationary employee for five (5) days or less (when it is necessary to remove the employee from the work site immediately because of a potential emergency situation, including, but not limited to, situations that may endanger life or property) the employee shall:
1. Whenever practicable, be given an opportunity to respond to the proposed suspension to a designated District representative with the authority to make an effective recommendation on the proposed suspension prior to the suspension becoming effective;
  2. be informed of the employee's right to representation in the response;
  3. be informed of the employee's right to appeal should the proposed suspension become final.
- B. In such emergency suspensions, the procedural requirements of Section 4, below, shall be complied with within ten (10) days following the effective date of the disciplinary action.

Section 5. Pre-Disciplinary Hearing for Suspension, Reduction or Discharge

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

- B. Prior to the effective date of such suspension, reduction or discharge, an employee will be given an opportunity to respond either orally or in writing, at the employee's option, to a designated District representative with the authority to make an effective recommendation on the proposed disciplinary action.
- C. An employee shall be given reasonable time off without loss of pay to attend a hearing pursuant to this Article.
- D. An employee may represent himself/ herself or may be represented.
- E. An employee shall receive written notice either sustaining, modifying or canceling the proposed disciplinary action prior to the effective date of such action except that such written notice may be given after suspensions pursuant to Section 2

Section 6. Suspension

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

Section 7. Reduction

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

Section 8. Discharge and Right of Appeal

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

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

## ARTICLE IX

### GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

#### Section 1. Scope of Grievances

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

#### Section 2. Basic Rules

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

of whether such efforts were reasonable or not shall not be subject to the grievance procedure.

- F. No claim shall be granted for retroactive adjustment of any grievance prior to thirty (30) calendar days from the date of filing the written grievance.
- G. In order to encourage frank discussions and compromise in attempting to resolve grievances, the District and employees agree that the grievance files of the respective parties shall be confidential.
- H. All grievance/appeal meetings, including those of the Board of Trustees, shall be private.
- I. All grievances must be signed by the grievant when they are initially filed and through each step of the grievance process.

Section 3. Employee Representation

- A. An employee may represent himself/herself or may be represented in the formal grievance/appeal process.

***Employee Representation [MOU PROVISION]***

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

Section 4. Submission of Grievances

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



be considered a grievant in a group grievance, employees must affirmatively identify themselves as grievant when the grievance is initially filed.

Section 5. Time Off for Processing Grievances/Appeals

- A. Reasonable time off without loss of pay shall be given to an employee and the union steward to attend a grievance meeting in accordance with Section 7 below.
- B. Before attending grievance meetings, the grievant and the union shop steward shall obtain permission of his/ her supervisor and shall immediately report back to the supervisor when the grievance meeting is completed.
- C. Neither the grievant, nor the union steward shall interrupt or leave his/her job to attend a grievance meeting if his/her supervisor determines that such interruption or absence will unduly interfere with the work of the unit in which the grievant or union steward is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

Section 6. Informal Discussion

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

Section 7. Grievance/Appeal Steps

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

Step 1: Immediate Supervisor

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

Step 2: General Manager

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

- A. An interpretation or an application of this manual;

- B. A substandard performance evaluation;
- C. Deferral or denial of a merit increase; or
- D. A written reprimand;

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

Step 3: Arbitration

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

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

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

If the employee does not testify on his/ her behalf, the employee may be called and examined as if under cross-examination.

The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now, or hereafter may be, recognized in civil actions, irrelevant and unduly repetitious evidence shall be excluded.

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

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

Section 8. Alternate Discharge Appeal Procedure

An appeal from any discharge may, in the alternative of an arbitrator as set forth in Section 7 above, be presented to the General Manager within ten (10) calendar days from the day the discharge is effective. The General Manager shall arrange to have the Board of Trustees or a mutually agreed upon hearing officer to hear such appeal. If a mutually agreed upon hearing officer is used, he/she shall be appointed and the cost of said hearing officer shall be shared equally by the District and the appealing party. The hearing officer shall hear testimony, gather evidence, and submit findings to the Board of Trustees. Such hearing officer's findings and recommendations are advisory to the Board of Trustees. Any hearing before the hearing officer shall be in closed session.

## ARTICLE X

### LAYOFF PROCEDURE

When the District's work force is reduced, the District shall layoff employee positions in regular positions in an order based on consideration of:

1. employment status,
  2. past performance,
  3. length of continuous service with the District.
- A. Notification

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

### LAYOFF PROCEDURE [MOU PROVISION]

#### Order of Layoff

- A. *When the District's work force is reduced, the District shall lay off employees within the job classification in the following order:*
1. *Probationary employees*
  2. *Regular employees*
- B. *When the District's work force is reduced, the District shall lay off employees within the job classification in regular positions in an order based on consideration of:*
1. *Employment status,*
  2. *Past performance, and*
  3. *Length of continuous service with the District.*
- C. Notification of Employees

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

**D. Bumping Rights**

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

**E. Recall List**

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

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

**A. Status upon Reemployment or Reinstatement**

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

## ARTICLE XI

### **ON-THE-JOB INJURY, WORKERS' COMPENSATION PAY**

#### Section 1. Treatment of Job-Related Injuries

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

#### Section 2. Workers' Compensation Pay

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

Section 3. Supplemental Pay

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

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

Section

Section 4. Exposure to Contagious Diseases

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

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

## ARTICLE XII

### SAFETY

#### Section 1. General Provisions

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

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



## **ARTICLE XIII**

### **INSURANCE**

#### Section 1.     Health Plan Premium

- A.     The District will pay one hundred percent (100%) of the employee's premium or seventy-five percent (75%) of the total health plan premium, \* whichever is greater, for each full-time regular employee and such employee's dependents.
  
- B.     The District will pay fifty percent (50%) of the employee's premium or thirty-seven and one-half percent (37½%) of the employee's total health plan premium, whichever is greater, for each part-time regular employee and such employee's dependents provided the employee's normal workweek consists of at least twenty (20) hours and the employee pays one-half (½) of his or her personal premium. Coverage shall be terminated for any employee whose normal assigned hours are reduced to less than twenty (20) in a full workweek.
  
- C.     If, at any time through the fiscal year, the District believes that the same benefits provided through more economical means, the District reserves the right to provide employees with equivalent benefits through such means. Any change in health plan administrators/providers shall be discussed with the employees prior to implementation.

#### Section 2.     Health Plan Enrollment

- A.     New eligible employees will be enrolled for coverage in health plans effective the first day of the month following the first thirty (30) days of employment. Employees failing to elect a plan will be enrolled in the Wellwise Indemnity Health Plan.
  
- B.     Terminated employees will be continued with coverage in all health plans until the last day of the calendar month in which they terminate.
  
- C.     Employees will be given the opportunity to change medical plans at date of retirement. There will not be an annual open enrollment period for retirees.
  
- D.     Two (2) employees married to each other may elect to enroll in the same health plan an employee and dependent rather than as two (2) separately enrolled employees. When enrolled as employee and dependent, the District will pay for all dependent coverage up to an amount equal to the amount that would be paid if the employees enrolled separately and listed dependents separately.
  
- E.     In all alternate health plans, the District shall permit a one (1) month period each fiscal year for open enrollment of employees and employee's dependents.

\*Total health plan coverage includes medical, dental, vision and long-term disability insurance.

Section 3. Retiree Medical Benefits

A. Retiree Medical Insurance Plan

1. The District provides a Retiree Medical Benefit Reimbursement Plan (Plan) for employees who have retired from District service and meet the eligibility requirements.
2. The District pays one hundred percent (100%) of the required contribution to the Plan on behalf of each employee. As of June 30, 2022, this contribution is equal to three-point four percent (3.4%) of base salary.

B. Plan Grant

1. Upon paid District retirement, an eligible retiree shall receive a Plan Grant (Grant). The Grant may only be applied only towards the cost of retiree and dependent coverage in a District-offered health insurance plan and/or Medicare premiums.
2. The Grant shall be calculated based on a monthly amount, as determined by the County of Orange, and multiplied by each full year of service, up to a maximum of twenty-five (25) years.

As of June 30, 2022, this amount is twenty-three dollars and forty-four cents per month

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

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

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

3. For eligible employees retiring after September 26, 2006, the Grant will be adjusted as follows:
  - a. The Grant will be reduced by seven and one-half percent (7½%) per year for each year of age the employee is less than age 60, based upon the employee's age on his/her retirement date.

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

- b. The Grant will be increased by seven and one-half percent (7½%) per year for each year of age the employee is greater than age 60, based upon the employee's retirement date. For the purpose of the Grant increase, no years of age after age seventy (70) will be considered.

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

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

For retirees and surviving dependents who have attained age sixty-four (64) on or prior to September 26, 2006, the fifty percent (50%) reduction in the Grant will occur the first day of the month the retiree becomes eligible for both Medicare Part A (without paying a premium) and Medicare Part B; however, the reduction will be no sooner than September 26, 2007.

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

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

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

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

C. Lump Sum Benefit

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

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

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

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

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

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

D. Eligibility Requirements for Grant

1. Retiree must be actively retired from the Orange County Cemetery District and receiving a monthly retirement allowance from the Orange County Employees Retirement System.
2. Retiree must have retired with at least ten (10) years of District service, excluding the following exceptions:
  - a. A retiree who receives a service-connected disability retirement from the District shall be eligible for a Grant equal to either ten (10) years of service or actual years of District service, whichever is greater.
  - b. A retiree with a minimum of five (5) years of District service who receives a non-service-connected disability retirement shall be eligible for a Grant based on actual years of District service.
  - c. A separated employee who has less than ten (10) years of service or is under normal retirement age and requested a service or non-service-connected disability retirement shall not be eligible to receive either the Grant until a determination of disability status is made by the Board of Retirement.

- d. A separated employee who received a Lump Sum benefit pursuant to this section shall be ineligible for the Grant if, at a later date, the Board of Retirement grants a disability retirement.
3. All eligible retirees and enrolled dependents that are age sixty-five (65) or older must be enrolled in Medicare Part B in order to be eligible for the Grant.

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

4. Deferred Retirement

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

E. Survivor Benefits

1. A surviving spouse who qualifies for a monthly retirement allowance shall be eligible for fifty percent (50) of the Grant authorized for the retiree.
2. A surviving eligible retiree who qualifies for a monthly retirement allowance who was married to a retiree who was also eligible for the Grant, shall receive the survivor benefit described above or his/her own Grant, whichever is greater. Such retiree shall not be eligible for both Grants.

**Insurance [MOU PROVISION]**

**1. Medical Health Insurance**

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

**B. Maintenance of Benefits**

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

**C. Trust Fund**

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

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

3. *The Trust will provide, upon written request from the District:*
  - *A copy of the annual audit performed by an independent Certified Public Accountant (CPA). The annual audit will contain all information required by Federal Law.*
  - *A copy of the Form 5500 , if the District is unable to access it on-line.*
  - *The Trust may charge the District for the reasonable costs of providing such hard copies.*
4. *Upon written request by the General Manager, the Union must provide the District with proof of enrollment for each employee, in vision, dental, life insurance and a long-term disability plan through the Trust.*

**D. Short-Term Disability Plan**

*The District will pay one hundred percent (100%) of employees' short-term disability plan coverage.*

## ARTICLE XIV

### DEFERRED COMPENSATION

#### Section 1. Deferred Compensation Plan

##### A. Employee Contribution

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

##### B. District Contribution

In addition to the existing matching amount, on a dollar-for-dollar basis not to exceed twelve hundred dollars (\$1200.00) per calendar year, effective upon the first pay period after the ratification by the District of the MOU, the District shall contribute six hundred dollars (\$600.00) per calendar year on behalf of each regular employee participating in the District's Deferred Compensation Plan.

**ARTICLE XV**  
**RETIREMENT**

Section 1. Eligible Employees

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

Section 2. Contributions for Classic and New Members

- A. Members' contributions shall be adjusted subsequent to and in accordance with actuarial recommendations adopted by the Retirement Board and the Board of Supervisors.
- B. Plans for both classic and new members are based on the average monthly pay rate for the thirty-six (36) highest paid consecutive months or three (3) year final compensation.

C. Classic Members

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

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

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

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

D. New Members

- 1. As defined by PEPRA, a new member is:
  - a. An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date.



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

## ARTICLE XVI

### WORKPLACE VIOLENCE POLICY

**Purpose:** Safety and security of employees, visitors, guests and others on the premises are of the utmost importance. Threats, threatening behavior, or acts of violence by anyone on District property will not be tolerated. Violations of this policy shall lead to disciplinary action, which may include dismissal, arrest and prosecution.

**Consequences of Violence:** Any person or employee who makes threats, exhibits threatening behavior or engages in violent acts on District property will be removed immediately and shall remain off District property pending the outcome of an investigation.

**Reporting Requirement:** District employees are responsible for notifying management immediately if they witness threats, receive them or are told about them. Employees should report behavior that they feel might be threatening, when that behavior is job-related or might be carried out on District premises. Immediate action should be taken whenever a situation arises that might endanger any employee or visitor to District premises. If a manager is not available, other resources such as law enforcement might be appropriate if the threat of imminent violence is present.

## **ARTICLE XVII**

### **ELECTRONIC DATA POLICY**

- A. Employees are given access to the Internet to assist them in the performance of their jobs. The computer and software are the property of the District and may only be used for authorized business purposes. All employees have the responsibility to use these resources in a professional, ethical, and lawful manner.
- B. Prohibited activities include sending, receiving, displaying, printing or otherwise disseminating material that is fraudulent, harassing, illegal, sexually explicit, obscene, intimidating or defamatory.
- C. Employees may not use the District's resources for commercial or personal ads, solicitations, promotions, destructive programs (e.g., viruses) or other unauthorized use.
- D. Employees should understand that the electronic transmission of mail is not secure. Employees should exercise care in communicating via this method and understand that others, including management may review documents created on the computer or through the internet.
- E. The District will not be liable for damages arising out of the use of the Internet resources.
- F. The District reserves the right to monitor any aspects of its computer system and employees waive their right to privacy in anything they create, store, send or receive on District computer or internet.
- G. Employees must comply with all software licenses, copyrights and other laws governing this online property.

## ARTICLE XVIII

### NONDISCRIMINATION

It is the policy of the District that all persons are entitled to equal employment opportunity. The District does not discriminate against its employees or applicants because of race, color, religion, sex, sexual orientation, pregnancy, national origin, ancestry, age, marital status, physical or mental handicap or medical condition, or military or veteran status or any other classification prohibited by state or federal law. It is the District's policy to treat all employees on the basis of merit, qualifications, and competence.

No employee shall be subject to unlawful discrimination, including sexual harassment, in the course of employment with the District.

#### *Nondiscrimination [MOU PROVISION]*

*The District and the Service Employees International Union, Local 721, agrees that the provisions of this Memorandum of Understanding shall be applied to employees without discrimination by reasons of race, color, ancestry, national origin, religious creed, political affiliations, age (over 40), sex, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), marital status, sexual orientation, place of residence, denial of family care leave, membership or non-membership in the Union, or for engaging in or refusing to engage in lawful Union activities.*

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

**ARTICLE XIX**  
**SUBSTANCE ABUSE POLICY**

**Employees:**

**Policy:** It is the policy of the District to maintain a safe workplace, which is free of alcohol and illegal possession and /or use of drugs.

1. **Prohibited Conduct.** The sale, purchase, offer to sell or purchase, use, consumption, transfer or possession of, or being under the influence of, illegal drugs or alcohol while on District business or time, or in, or on District property is strictly prohibited.

All employees of the District are expected to report for work with no residue or metabolite of illegal drugs in the body or blood alcohol level greater than .02%. Employees must not have any residue or metabolite of illegal drugs in the body or blood alcohol level greater than .02% at any time while on the job. Compliance with these rules is considered an essential job qualification for all employees.

2. **Reasonable Suspicion Testing.** When the District has a reasonable suspicion that an employee is, or may be, impaired or affected on the job by alcohol or illegal drugs, or that alcohol or illegal drugs are, or may be, present in an employee's body in violation of the rules set forth in this policy, the employee shall be required to submit to an alcohol/drug screen test immediately upon demand by the District.

Reasonable suspicion of controlled substance or alcohol use may be based on appropriate factors, including excessive absenteeism or attendance problems, poor work performance or erratic behavior coupled with one or more of the following signs: bloodshot or watery eyes, very large or very small pupils, runny nose, excessive perspiration, nausea and vomiting, lack of coordination, slurred speech or unpredictable responses to ordinary requests.

Refusal to submit to such a test amounts to insubordination and shall be sufficient grounds for dismissal. Any employee failing such a test, or who tampers with the test specimen, shall be subject to dismissal from the District.

3. **Inspections.** In order to ensure the safety of the workplace and the workforce, and to protect and preserve the District's property, the District may from time to time inspect District's vehicles, tool boxes, lockers, desks, file cabinets and other District property. These inspections may be unannounced and employees should have no expectation of privacy with respect to items brought onto District property and/or stored in such District facilities.

4. **Effective Date of Policy.** This policy is effective immediately upon notice to employees. Each current employee shall be furnished a copy of this policy and shall sign a receipt for same. Later-hired employees shall be furnished a copy at or before the time of hiring.

5. **Consequences of Failure to Comply with Policy.** Violation of this policy may result in disciplinary action, up to and including, termination even for a first-time offense.

## ARTICLE XX

### UNION AND EMPLOYEE RIGHTS

#### [MOU PROVISION ONLY]

##### ***Section 1. Payroll Deduction***

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

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

##### ***Section 2 Reporting Requirements***

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

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

**Section 3     Use of Bulletin Boards**

*Space shall be made available to the Union on District bulletin boards provided such use does not interfere with the needs of the District and material posted is not derogatory to the District or other employee organizations. All notices shall be dated and signed by the authorized representative of the Union responsible for its posting.*

**Section 4     Use of District Facilities**

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

**Section 5     Political Education Program**

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

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

**Section 6     Indemnity Clause**

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

**Section 7     New Employee Orientations**

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

*The District shall provide SEIU with not less than ten (10) calendar days' advanced notice of the time, date and location of the newly hired employee's orientation meeting ("orientation"), except that shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. The notice shall include the new employee's name, job classification, and date of hire. Such notice shall be*

*sent via electronic mail to membership@seiu721.org and given to the current designated SEIU employee representatives and stewards on file with the District.*

*SEIU will be provided up to thirty (30) minutes as part of and at the end of the newly hired employee's orientation meeting. No more than one (1) SEIU District employee representative shall be present to conduct the SEIU portion of the orientation. Where a District employee conducts the orientation, the employee shall receive up to one (1) hour of paid release time in total in regards to the orientation, including the orientation, preparation time and travel time. Additional paid release time may be allowed at the sole discretion of the General Manager. Management and supervisors (excluding SEIU represented Lead Worker) will excuse themselves during the SEIU portion of the orientation. The orientation shall be held on District property during the workday of the new employee, who will be on paid time. The District will include in the new employee orientation packet for the newly hired employee: a SEIU membership application, a copy of the current MOU, and contact information of the designated union representative(s).*

#### ***Section 8      Union Stewards***

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

#### ***Section 9      Union Release Time***

##### ***A.      Steward Activities***

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

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

##### ***B.      Collective Bargaining***

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



**C. Authorization for Release Time**

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

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

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

**D. Compensation for Union Activities**

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

## ARTICLE XXI

### UNIFORMS

#### [MOU PROVISION ONLY]

##### *Section 1. Uniforms*

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

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

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

*Groundskeeper*

*Leadworker*

##### *Section 2. Safety Boots*

*A. In recognition of a work place safety concern and for the convenience of the employees, the District agrees to the following program for safety boots:*

- 1. Employees will receive one (1) pair of work boots per calendar, the cost which will be borne by the District.*
- 2. Safety boots must meet the current standards established by the American Society of Testing and Materials (ASTM) for impact and compression. In accordance with such standards, boots may have any of the following three (3) safety toe caps: steel, aluminum, or non-metallic.*
- 3. The boots must have an arch support for proper protection.*
- 4. Employees must purchase their boots from a District selected vendor. The District will determine the style(s) of boots that may be selected.*

*B. Employees will wear their boots as part of their District uniform. It is understood that occasional expectations may be needed. In order to preserve the program, a supervisor should be notified of the reason.*

*C. The cost of the boots will be charged to the District account. District managers will provide and authorization form that will be taken by the employee to the authorized vendor.*

**Section 3. Uniform Policy**

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

**Section 4. Uniform Maintenance**

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

## **ARTICLE XXII**

### **SALARIES**

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

1. Effective July 1, 2022 (PP#15) - Add three (3) merit steps.
2. Effective July 1, 2023 (PP#15) - Add one (1) merit step.
3. Effective July 1, 2024 (PP#15) - Add one (1) merit step.

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

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

#### **One-Time Pay**

Effective upon the first pay period after the ratification by the District of the MOU, there shall be a one-time pay of Five Thousand Dollars (\$5,000.00) paid to employees. Such pay will not be reported as pensionable compensation.