



• **Board of Directors**

11/14/2023 Board Meeting

**Revised 8-6**

**Subject**

Update on labor negotiations and approve entering into two-year extension of 2022-2024 Memorandum of Understanding between The Metropolitan Water District of Southern California and The American Federation of State, County and Municipal Employees, Association of The Metropolitan Water District of Southern California/AFSCME Local 1902; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA [Conference with Labor Negotiators; to be heard in closed session pursuant to Gov. Code 54957.6. Metropolitan representatives: Katano Kasaine, Assistant General Manager, Chief Financial Officer, and Gifty J. Beets, Human Resources Section Manager of Labor Relations. Employee organization: The Employees Association of The Metropolitan Water District of Southern California/AFSCME Local 1902]

**Executive Summary**

The current Memorandum of Understanding (MOU) between Metropolitan and American Federation of State, County and Municipal Employees (AFSCME) Local 1902 is set to expire on December 31, 2024. The parties have continued negotiating on a defined list of issues and have reached a tentative agreement, extending the term of the current MOU by two years, to December 31, 2026. The tentative agreement is attached (**Attachment 1**) and before the Board for approval and adoption and is contingent upon ratification by the AFSCME membership.

**Details**

**Background**

AFSCME Local 1902 represents 1349 budgeted positions throughout Metropolitan, performing a wide variety of functions in the field and administration. Classifications within their unit include Operations and Maintenance Technicians I-IV, Water Treatment Plant Operator, Administrative Assistant, and Engineer.

Key economic elements of the tentative agreement are as follows:

- This agreement extends the term of the MOU by two years, with a new end date of December 31, 2026.
- Equity wage adjustment of 5.5 percent for non-exempt AFSCME individual job classifications effective July 1, 2023.
- Each of the two additional years provides for a salary increase. In the first full pay period of July 2025 and July 2026, an increase will be provided of 4 percent.
- One-time lump sum payment of three thousand five hundred dollars to current employees who were unable to utilize teleworking options on a regular or recurrent basis during the pandemic.
- 5 percent incentive to employees assigned at Gene Camp and Intake. 15 percent incentive to employees assigned to Eagle Mountain, Hinds, and Iron Mountain. This will replace the current remote location pay of \$6,000-\$10,000 for employees assigned to Eagle Mountain, Hinds, and Iron Mountain.
- Update to medical language, consistent with Metropolitan's philosophy of paying for coverage of one HMO Plan. It also provides additional enhancements to Desert staff who face limited medical options.
- Increase the commercial driver's license incentive by one hundred~~fifty~~ dollars to two hundred dollars per month.

- Increase per-diem from two hundred dollars to two hundred and fifty dollars per night.
- Increase the percentage paid for short-term temporary promotion from 12 percent to 15 percent in bargaining unit and from 15 percent to 20 percent for those working out of bargaining unit. This will allow Metropolitan to extend short-term temporary promotions for up to 6 weeks while requiring rotations and provides more defined reasons for long-term temporary upgrade promotions.

Other important language and policy issues in the tentative agreement include:

- Updated recruitment and selection language to provide efficiencies to accelerate the hiring process and in compliance with the state audit.
- Transfer processes that allow employees to gain more opportunities to work at other Metropolitan locations.
- New language defining the circumstances for working above class and temporary promotion.
- New language that better articulates AFSCME's recognition rights.
- Clarification on fatigue time language to ensure the safety of employees frequently working long hours.
- Revised Standby language to ensure clarity during implementation.
- Updated meal period language to minimize implementation concerns.
- Revised Right to Representation language, which further clarifies the rights for employees that are not the subject of an investigation and rights in meetings that may lead to discipline.
- Updated Drug-Free Workplace language to allow for compliance with AB 2188, which goes into effect on January 1, 2024.

The tentative agreement also includes language to delay the reopener of subjects such as teleworking, Desert housing, and Health and Safety.

## **Policy**

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Metropolitan Water District Administrative Code Section 11104: Delegation of Responsibilities

Metropolitan Water District Administrative Code Section 6101(k): As a result of negotiations, as set forth in Section 6101 (k), the General Manager is authorized with Board approval to enter into a contractual agreement with AFSCME Local 1902.

## **California Environmental Quality Act (CEQA)**

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### **CEQA determination for Option #1:**

The proposed action is not defined as a project under CEQA (Public Resources Code Section 21065, State CEQA Guidelines Section 15378) because it involves continuing administrative or maintenance activities which will not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment (Section 15378(b)(2) of the State CEQA Guidelines). In addition, the proposed action is not defined as a project under CEQA because it involves the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment (Section 15378(b)(4) of the State CEQA Guidelines).

### **CEQA determination for Option #2:**

None required

## Board Options

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### Option #1

Authorize the General Manager to exercise discretion under Administrative Code Section 610(k) to enter into a reopener Memorandum of Understanding with AFSCME Local 1902.

**Fiscal Impact:** The cost increase for the 1349 AFSCME Local 1902 positions is approximately \$16.9 million for FY 2023/24. The cumulative cost of the two-year MOU extension is approximately \$33.6 million for FY 2025/26 and \$44.4 million for FY 2026/27 to be included in future proposed budgets.

**Business Analysis:** If approved, a reopener MOU with AFSCME Local 1902 will be implemented.

### Option #2

Do not authorize agreement; direct staff to continue negotiations with AFSCME Local 1902.

**Fiscal Impact:** Unknown

**Business Analysis:** If the agreement is not approved, there will be no agreement with AFSCME Local 1902, and the parties will resume negotiations.

## Staff Recommendation

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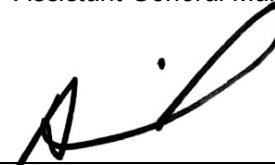
### Option #1



Katano Kasaine  
Assistant General Manager/CFO

11/14/2023

Date



Adel Hagekhalil  
General Manager

11/14/2023

Date

## Attachment 1 – Tentative Reopener Agreement between MWD and AFSCME

**FINAL TENTATIVE REOPENER AGREEMENT  
BETWEEN  
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA  
AND  
AFSCME, LOCAL 1902  
NOVEMBER 10, 2023**

**SECTION 1.1 – RECOGNITION**

1.1.1. Pursuant to the Administrative Code of the Metropolitan Water District of Southern California (District), the Employees' Association of the Metropolitan Water District of Southern California/AFSCME Local 1902 (hereinafter "AFSCME Local 1902") has been certified as the exclusive representative for employees in the General Employee Unit (Unit 02).

1.1.2. This unit is comprised of employees listed in the District's October 10, 1978 certificate of recognition, MOU Appendix C and excludes: (1) those employees classified as confidential, management, or supervisory employees; (2) and those employees classified as unrepresented in Administrative Code Section 6500-

Accordingly, it is agreed that the negotiated provisions of this MOU apply solely to employees of Unit (02).

1.1.3. For purposes of this MOU, the term employee means an individual employed on a regular full-time, regular part-time, temporary full-time, temporary part-time, or recurrent position.

1.1.4. At the creation of a new job description, the District will inform all bargaining units of the initial designation of the bargaining unit.

**SECTION 1.3 - TERM**

1.3.1. This MOU shall be effective as of January 1, 2022, subject to approval by the Board of Directors of the District, and shall remain in full force and effect to and including December 31, 2026.

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**SECTION 1.5 - RENEGOTIATIONS**

1.5.1. In the event either party elects to renegotiate a successor agreement, then within 150 to 120 days prior to the expiration of this MOU, such party shall serve upon the other a written request to commence negotiations.

1.5.2. Negotiations shall begin no later than thirty (30) days from the date of the first written request. Each party shall submit written proposals no later than the first negotiation session.

1.5.3. In the event that neither group has served upon the other a written request to commence negotiations, the current MOU shall continue in full force and effect for one year from the expiration date unless both parties mutually agree to reopen.

1.5.4. The following items will be removed from the 2022/24 MOU re-opener items and dealt with in successor MOU negotiations:

- a. Evaluation and Merit Increase Modifications
- b. Background checks for internal candidates
- c. Binding arbitration
- d. Special Leave
- e. Fertility Treatment Options

1.5.5. The following items will be removed from the 2022-23 MOU re-openers and dealt with in a 2024 reopener, and the parties agree to make every reasonable effort to complete those negotiations by July 2026. The parties may agree to reopen sooner by mutual agreement, but no sooner than July 1, 2024:

- a. Classification Study
  - 1. This study will update compensation, job descriptions, and develop a policy relating to compression, compaction, and market percentile comparison (e.g., 75<sup>th</sup> or 90<sup>th</sup> percentile) and in no event shall this classification study result in a reduction of the base pay for any incumbent in the classifications.
- b. Staffing Study
  - 1. The parties mutually agree to study appropriate staffing levels and overtime for the AFSCME bargaining unit for presentation to the MWD Board of Directors and use in determining reasonable staffing levels and workloads.
- c. Incorporation of Sideletters
- d. Drone/UAV Classification(s)

1.5.6. The District and AFSCME agree the following items remain open during the 2022-26 MOU and the parties agree to make every reasonable effort to complete those negotiations by the end of the MOU term, December 31, 2026:

- a. Recruitment Manual
- b. Health and Safety Policy and MOU Language
- c. Drug-Free Workplace Policy and MOU Language
- d. District Housing
- e. Retiree Dental and Vision

- f. Teleworking Policy
- g. Vanpools, Stipend, Rideshare & Parking
- h. Bargaining Unit MOU Language Equity
- i. Deferred Compensation (401/457) Manual/Guidelines

1.5.7. It is agreed and understood that during Re-Opener Negotiations, all other terms and conditions of the 2022-26 MOU shall remain in full force and effect, and no agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties unless made and executed in writing by both parties hereto, and if required, approved and implemented by the District's Board of Directors and ratified by the AFSCME membership. Further, each party hereto voluntarily and

unqualifiedly waives its right to negotiate and agrees that the other shall not be required to negotiate, with respect to those matters not covered by this provision.

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**ARTICLE 2 - SALARY AND SALARY-RELATED**  
**SECTION 2.1 - SALARIES AND BI-WEEKLY PAYCHECK**

**2.1.1.** During the term of this 2022-26 MOU, should another bargaining unit negotiate across-the-board salary increases greater than the across-the-board salary increases outlined in this section, the difference shall be applied to AFSCME effective the same date and the same manner as negotiated by the other bargaining unit (e.g., AFSCME and the District negotiate a 3% salary increase effective July 1, 2022. Another bargaining unit negotiates a 4% salary increase effective July 1, 2022, in which case AFSCME shall receive an additional 1% effective that same date). This provision shall not apply to salary equity adjustments for individual job classifications, premium pays, or any other forms of compensation that another bargaining unit may negotiate." The salaries in effect on January 1, 2022, shall change on the dates and as prescribed below.

**2.1.2.** Effective the first day of the pay period that includes July 1, 2022, there shall be an across-the-board salary increase of 3.0%. The across-the-board increase shall apply only to those employees represented by the bargaining unit as of the date this MOU is approved by the Board of Directors.

**2.1.3.** Effective the first day of the pay period that includes July 1, 2023, there shall be an across-the-board increase of 3.0% for each employee who is represented by the bargaining unit as of that date.

**2.1.4.** Effective the first day of the pay period that includes July 1, 2024, there shall be an across-the-board salary increase of 3.0% for each employee who is represented by the bargaining unit as of that date.

**2.1.5.** Effective the first day of the pay period that includes July 1, 2025, there shall be an increase of 4.0% for each employee who is represented by the bargaining unit as of that date.

**2.1.6.** Effective the first day of the pay period that includes July 1, 2026, there shall be an increase of 4.0% for each employee who is represented by the bargaining unit as of that date.

It is further agreed that during the term of this Agreement, Management has the right to revise the salary schedule, including the adoption of a District-wide salary schedule. Such revisions, if any, will be done in consultation with the Association, and shall not negatively impact an employee's salary.

**2.1.87.** Payday shall be every second Wednesday. If a payday occurs on a District Holiday, payment will be made on the preceding workday, if practicable. The District may make such changes in its rules and regulations as it determines to be necessary in regard to maintaining an every second Wednesday payday. There will be no changes in the bi-weekly pay cycle without meeting and conferring with AFSCME Local 1902.

**2.1.98. Salary Schedules**

Pay rate schedules, as approved by the Board, shall include pay rate grades and pay rate ranges consisting of minimum and maximum rates of pay for each position. New employees, upon entering District service, will be placed by the Human Resources Group Manager at a salary grade and step within the salary range (at least the minimum but not in excess of the maximum) appropriate for the classification and the applicant's qualifications.

Pay rates for temporary employees in District service are the rates paid to regular employees in the same classifications. Reference "Appendix C" for all AFSCME Local 1902 Classifications & Salary Schedules.

**2.1.9 Alpha Listing of Classification and Grade**

- A. *See Appendix C.* The District agrees to provide a complete updated Appendix C salary schedule for all classifications each calendar year, no later than sixty (60) days prior to the implementation of that year's negotiated July 1 across-the-board salary increase. The intent is to provide AFSCME with sufficient time to review the revised schedules and ensure the new schedules comply with the across-the-board increases negotiated under §2.1 of the 2022-20264 MOU.
- B. Apprentice salary schedules shall be paid in accordance with the apprenticeship agreement.

**2.1.10.** The District shall provide a one-time lump-sum non-PERSable COVID Essential Worker payment to current eligible employees in the amount of Three Thousand Five Hundred Dollars (\$3,500) within 90 days following approval of this MOU by the Board of Directors. To be eligible for this payment, employees must have met the following criterion during the time-period of April 2020 to April 2022:

- a. the employee must have been required by the District to report to work on a daily basis;
- b. the employee must not have been able to utilize teleworking options on a regular/recurring basis;

AFSCME and District agree to develop a list of AFSCME employees who continued to work without the ability to telework on a regular/recurring basis during April 2020 to April 2022. Employees who have left District employment as of the date of the adoption of this Agreement by the Board of Directors shall not be eligible for this lump sum payment.

**2.1.11 Equity Wage Adjustment:** All non-exempt individuals in job classifications within the AFSCME bargaining unit employed as of the date of ratification of this MOU, shall receive an equity wage adjustment effective the pay period including July 1, 2023, of 5.5%.

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## **SECTION 2.8 - STANDBY PAY**

Standby is when an employee is required by management to be available for a call for their services while in a non-working status during off duty hours.

Only those employees with a job description containing a requirement for standby or where there is an established practice of requiring standby for certain classifications will be required to perform standby duties. The parties will develop a list of classifications where the practice was established prior to approval of this agreement to ensure both parties have an understanding of who is performing standby. With the exception of those at the IT Service Center, employees in a class below intermediate within those job families that have been agreed upon in the job description or job families determined to have an established practice can perform standby only when the employee is under the on-site direction of a journey or advanced journey level employee.

Standby will be fairly assigned to qualified employees on a voluntary basis as described below. The District will mandate employees to standby duties as described below:

### **2.8.1.A**

First, managers will solicit volunteers for a Standby List.

All qualified employees who volunteer will be placed on the Standby rotation. Newly eligible employees may be added to the Standby List in a manner to minimize disruption on those employees already on the Standby schedule.

If an employee reports that they are no longer available for standby assignment, they shall be responsible for finding a replacement for the standby assignment. If the employee is unable to find a replacement, or if there are no available volunteers to cover the assignment, then the Department can mandate qualified employees to the standby assignment. The Manager shall distribute mandatory standby on a rotational basis.

A Standby List will be posted in a common area showing who and when employees are on Standby. The manager will post and keep updated a rolling 12-month standby schedule



Any employee denied standby based on lack of qualification(s) will be provided the opportunity for training, coaching and/or exposure to experience when available.

Employees not in the AFSCME Bargaining Unit will not perform AFSCME standby work, or duties/callback, except that a qualified manager may perform such work for de minimis project or task. De minimis is defined in this section as 15 minutes or less of work.

An employee on Standby duty will:

- Be ready to respond in a reasonable time to calls for their service;
- Be readily available at all hours by District-assigned telephone, or other communication devices; and
- Refrain from activities which might impair their assigned duties upon call.

Management will first make contact with the employee who is on Standby duty. Only after the employee on Standby has failed to respond in a reasonable time will Management call upon other employees for their services who are not assigned to be on Standby duty.

Employees who are assigned to standby will be paid Standby Pay Premium in the amount of ten (10) percent of their normal hourly rate for qualifying hours.

Employees who are assigned to standby and required to respond within fifteen (15) minutes, will be paid Standby Pay Premium in the amount of fifteen (15) percent of their normal hourly rate for qualifying hours.

An employee will not receive Standby Pay for hours during which the employee is being paid at the overtime rate.

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## **SECTION 2.14 - DESERT BRANCH LOCATION PAY**

The intention of this Section 2.14 is to improve recruitment and retention at Metropolitan's desert facilities. The sunseting of the previous program, Desert Remote Location Pay and the terms of the newly negotiated Incentive Pay shall be as follows:

2.14.1. The parties agree that the previous program, Desert Remote Location Pay, shall sunset (terminate) effective January 20, 2024. All employees who were entitled to receive the incentive under the previous program shall receive a pro-rated portion of the incentive, for the period up to and including January 20, 2024; this pro-rata amount will be provided prior on or about February 8, 2024.

2.14.2. The Incentive Pay program will be setup to provide a Desert Branch Assignment Premium to qualifying employees as follows:

- A. Effective January 21, 2024, employees assigned to work in desert facilities will be eligible to receive one of the premium pay options below:
1. 5% for all employees assigned to Gene Camp or Intake.
  2. 15% for all employees assigned to Hinds Pumping Plant, Eagle Mountain, or Iron Mountain.
  3. This incentive pay will be applicable to the base pay for the normal work schedule. This incentive pay will not apply to overtime hours but shall be utilized in FLSA overtime calculations and reported to CalPERS as retirement compensable.
- B. Following approval by Metropolitan's Board of Directors and the AFSCME membership, employees shall begin entering the incentive pay premium as part of their bi-weekly payroll, (including authorized medical leaves) for pay period beginning 2/28/24 on or around the first week of March. A retroactive payment for the period of 1/21/24 through 2/17/24 will be processed as soon as administratively possible.

2.14.3. This incentive payment program for Desert Branch Locations applies specifically to regular full-time employees at these Locations, and does not apply to recurrent, part time, temporary employees or any other category of employment.

2.14.4. Qualifying service at a Desert Branch Location shall include:

- A. Assignment to a Desert Branch Location as the regular reporting location.
1. Employees temporarily assigned to a desert facility for assignments of 30 days or more will be eligible for the premium associated with the facility they are assigned to for the entirety of the time at the location.
- B. All scheduled and assigned hours in a paid status, not including overtime and including authorized medical leaves.

2.14.5. Employees assigned to a Desert Branch Location after the date the Incentive Pay program is implemented as agreed above, shall begin qualifying on the first day of the pay period of assignment to the Desert Branch Location.

## **SECTION 2.16 - COMMERCIAL DRIVER'S LICENSE PREMIUM PAY**

2.16.1 Employees in classifications who are designated by the District to obtain, maintain, and/or utilize a Class A or B driver's License, or special shall be compensated at \$200/month for a Commercial Driver's License Premium Pay.

Employees will be eligible for the premium pay under the following conditions:

- A. An employee is required by Management to obtain, maintain, and/or utilize a Class A or B driver's license, or;

B. An employee has a training plan that recommends obtaining a Class A or B driver's license and the employee obtains the higher license.

2.16.2 If an employee's duties change such that they are no longer required to hold a Commercial Driver's License, the employee will no longer be eligible for the Premium Pay. If this scenario occurs, then the supervisor shall provide the reason and basis in writing to the employee.

2.16.3 An employee will be ineligible for the incentive if:

A. He/she tests positive on an alcohol and/or controlled substance test, or

B. He/she is involved in an accident that results in two or more points on his/her driving record, or

C. He/she receives a moving violation citation that results in two or more points on his/her driving record.

D. An employee will not be required to operate a commercial vehicle that would require utilization of their Class A or B driver's license during this period of time.

2.16.4 If an employee is no longer eligible to hold a Class A or B driver's License, the employee shall upon return to work, notify their supervisor, as soon as practicable.

2.16.5 Employees who are not eligible due to having tested positive on an alcohol and/or controlled substance test or due to having received two or more points on their driving record may earn back their monthly incentive after a six (6) month waiting period in which the employee does not test positive for drugs or alcohol, does not receive a moving violation citation, and is not involved in an accident.

2.16.6 The District will maintain a list of employees whose job duties require them to obtain, maintain and/or utilize a Commercial Driver's license.

2.16.7 If an employee is no longer required to hold, or does not hold a Commercial Driver's License, an employee cannot be required by the District to operate a vehicle requiring a commercial driver's license.

### **SECTION 3.3 - PERSONAL LEAVE**

3.3.1. All eligible employees shall be entitled to twenty-four (24) hours of personal leave per calendar year. The District shall determine if personal leave will be granted. However, an employee's timely request for personal leave shall only be denied for good and sufficient business reasons.

3.3.2. In order to use personal leave an employee must have more than 1,044 hours of 1) current service; 2) total service if the employee has returned to service within twelve months of a separation from the District, including military service during the period of current service; or 3) total service if the employee has returned to service following a non-cause involuntary separation from the District. An eligible employee may take personal leave each calendar year which shall

not be charged against any accumulated leave. With prior approval, such personal leave may be taken for any personal reason.

Use of personal leave to respond to a personal emergency does not require prior approval. A personal emergency is a circumstance that requires action that cannot be postponed. In such case, the employee shall notify his supervisor as soon as practicable. At that time, the employee shall also explain the general nature of the emergency.

3.3.3. Personal leave must be used in the calendar year in which it is received. Personal leave shall not be carried over into the year following the year in which it is received.

3.3.4. New employees, whose probationary periods end in December, and whose Personal Leave hours are not credited to their leave banks and available to use until the last pay period of December, such employees will be allowed to carryover their unused Personal Leave hours into the next calendar year.

Personal Leave hours that are carried over to the next calendar year must be used in that calendar year and will not be carried over any further (e.g., unused Personal Leave hours remaining at the end of calendar year 2020 will only be carried over for use in calendar year 2021).

3.3.5 One-time personal leave increase of 24 hours will be provided to all non-exempt employees within the bargaining unit. The one-time personal leave increase will be available for use through May 31, 2024, following approval of this MOU by the parties.

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## **SECTION 5.12 PRODUCTIVITY**

**5.12.1** Both parties recognize that it is to their mutual interest and to the best interest of the community to continually strive to improve the quality, economy and efficiency of the District's work effort and workproduct. Accordingly, during the term of this Agreement, the parties may elect to discuss the development of a Gain sharing Program.

**5.12.2** The terms "Telework" and "Telecommuting" are synonymous for the purposes of this new section. These terms are defined as an employee who is able to work from home, or another location in order to accomplish District business.

Upon Board adoption of this 2022-26 MOU, the parties agree to continue negotiations on a new MOU provision and policy governing Teleworking with parties initiating bargaining sessions prior to July 1, 2024. It is agreed and understood that any such MOU provision shall not specifically exclude any bargaining unit classification from telework, provided that the decision to grant a request for telework shall be at the discretion of Management based upon business needs and provided that it is done in an equitable and fair manner.

It is further agreed and understood that as part of any negotiated MOU provision on Teleworking, the denial of a teleworking request shall be articulated to the requesting employee in writing, along with the business reason(s) for such denial. If an employee reasonably believes

that their request to telework was arbitrarily or unfairly denied, in that such denial was not based on legitimate business reasons, then the employee may grieve an alleged violation of the MOU, pursuant to Section 6.3.

Until such time that the parties adopt a revised MOU provision and new teleworking policy as described above, employees who have the ability to telework shall continue teleworking on a hybrid basis in accordance with the General Manager's current directive maintaining the status quo until the parties meet their obligations to meet and confer in good faith.

## **2.4 SHORT-TERM ACTING ASSIGNMENT AND TEMPORARY UPGRADE ASSIGNMENT**

Management will communicate opportunities for Short-Term Acting Assignment and Temporary Upgrade Assignment to employees of the team via email.

The parties agree that the total duration of temporary promotions shall be used when determining whether to provide Short-term Acting, Leadworker/Supervisory Pay (LWS), or Temporary Upgrade Assignment (TUA). If the total duration of any temporary promotion exceeds six (6) consecutive weeks, then the TUA method will be utilized. Further, when a temporary promotion is less than six (6) weeks, it is agreed and understood that Short-term Acting Assignment is only used for classifications within the AFSCME Bargaining Unit and LWS for any classifications outside the AFSCME bargaining Unit. The number of employees that rotate through a temporary promotion, whether short-term or long-term, will not be a determining factor.

### **2.4.1 Short-Term Acting Assignment**

- A. An employee who is assigned Short-Term Acting Assignment on a daily basis to a higher-level, non-management position, classification inside AFSCME Bargaining Unit, shall receive a premium equal to a 15% increase. Such premium shall only be provided for those days in which the employee is actually performing a majority of the significant duties of the higher-level classification, including overtime hours worked, and will be approved by the supervisor on the employee's timesheet. However, such premium shall not be reportable to PERS as compensation earned for retirement purposes. Management shall specify the expected duration of the Short-Term Acting Assignment, but such duration shall be for one or more days, not to exceed a total of six (6) weeks. The intent is that an employee not be asked to perform a majority of the significant duties of the higher level classification on days for which they are not receiving the premium. The employee shall remain in their bargaining unit and shall continue to receive the benefits provided for their original classification.
- B. When assigned Short-Term Acting Assignment for a position outside of the AFSCME bargaining unit, the employee will stay in the AFSCME unit and receive Leadworker/Supervisory Pay in the amount of 20% for up to six (6) weeks.
- C. An employee who is working in a Short-Term Acting Assignment as defined above shall not also receive Lead Pay for such assignment. There shall not be pyramiding.

- D. There shall be required rotation for short-term acting assignments among those who are willing to take the short-term acting assignment (unless in a specific and defined project). However, management reserves the right to assign Short-Term Acting Assignment based on operational need.

The Short-Term Acting Assignment will be reflected in the employee's annual performance evaluation.

#### **2.4.2 Temporary Upgrade Assignment**

A. Temporary Upgrade Assignment is the full-time performance of a position in a higher classification listed in a Board-approved salary schedule, not to exceed 12 months. Temporary Upgrade Assignment will be reflected in the employee's annual performance evaluation. Management should make every effort to distribute such assignments for the development and succession of the work group.

- 1) Temporary Upgrade Assignment may be used in the following circumstances:
  - i. When a position is vacant;
  - ii. When an employee is on an approved extended leave (i.e. medical, FMLA, worker's compensation, vacation or other leave types);
  - iii. When an employee is assigned to a Special Project full-time at a higher classification. This must be a Special Project that is already identified and budgeted. Special projects that require more than 12 months may be extended by the HR Group Manager and the approval of AFSCME for up to a total of 18 months.
  - iv. If, in the beginning of a short-term acting assignment, the assignment is expected to exceed six (6) weeks individuals will be placed on a temporary upgrade assignment from the beginning of the assignment.

**B.** The following provisions apply to both Temporary Upgrade Assignments and Special Projects:

- 1) They shall not be offered to an employee with a current performance evaluation of less than Meets Standards, or who has received an appealable disciplinary action within the preceding twelve months.
- 2) An employee working on a Temporary Upgrade Assignment as defined above shall not receive Lead Pay or Leadworker/Supervisory Pay for such assignment.

An employee who given a Temporary Upgrade Assignment shall receive additional pay equal to the first salary step of the higher classification, or a three-step (8.25%) salary increase, whichever is higher, not to exceed the salary range maximum of the higher classification. Such pay shall be processed using a District Employee Data Change Form (EDCF) and shall be paid for all hours during the period of Temporary Promotion designated on the EDCF. Temporary Upgrade Assignment Pay will be reported to CalPERS as compensation earned for retirement purposes.

A. An employee who has been in Temporary Upgrade Assignment for more than twelve (12) months will receive a two-step increase (equivalent to 5.5%) for each year the employee is in that Temporary Upgrade Assignment, provided that the regular hourly rate plus the premium pay has not already exceeded the range established for the job classification of the Temporary Upgrade Assignment. The Human Resources Group shall meet with the employee's management prior to the conclusion of each 12-month interval, to determine whether the temporary promotion continues to be necessary.

- 1) An employee on a Temporary Upgrade Assignment who receives a regular promotion to the same classification shall receive increases as if they had been permanently placed in the position at beginning of the TUA provided it does not exceed the top step of the new salary grade and should not result in a negative impact when moving from temporary to permanent. After receiving a regular promotion, the anniversary date for determining eligibility for the next merit increase will be the next July 1st common evaluation date.

C. Employees on a Temporary Upgrade Assignment shall be required to complete and submit a Statement of Economic Interests Form 700, if they perform duties or participate in decision-making which would require such filing. Management shall consult with the District's Ethics Office and Human Resources Group to ensure compliance with the District's Conflict of Interest Code and California Fair Political Practices Commission regulations on interim appointment to a designated position.

## **SECTION 3.2 – SICK LEAVE**

3.2.1 All eligible employees shall accumulate sick leave with full pay at the rate of .0459780 hours for each hour of service. All temporary employees shall accumulate sick leave with full pay at the rate of 0.033333 hours for each hour of service.

A. Such leave may be taken for absences from duty made necessary by an employee's

(1) Incapacity due to illness

(2) Incapacity due to Injury.

(3) Incapacity due to pregnancy, childbirth, miscarriage or abortion.

(4) Medical, dental or ocular examination or treatment, without Incapacity for which appointment cannot be made outside working hours.

B. Physician Certification

(1) Normally, verification will not be required for short-term absences. A doctor's certification or other acceptable form of verification shall be required for all sick leave absences exceeding two calendar weeks, and may be required for absences where there is doubt as to the employee's fitness to return to work or the employee's supervisor has a reasonable suspicion that there may

be sick leave abuse. Notice of this requirement shall be given in advance in all cases of prior leave abuse.

(2) A physician's certification authorizing an employee's return to work from an incapacity covered by this section shall be reviewed by the District's medical support in Human Resources prior to the employee's return to work.

An additional medical examination or testing may be required in order to determine whether the employee can safely perform their duties, or to determine appropriate work restrictions. The employee will be given advance notice in writing of the date, time, and place of the examination/testing and a general description of, and reason for, it. Such examination/testing will be done at District expense and on District time if the District requires it to be conducted.

### C. Notification of Sick Leave

In order to receive compensation while absent because of illness, injury, disability or special leave, the employee shall notify their immediate supervisor or designee prior the start of the work shift, or as soon as practicable if the employee is incapacitated or otherwise unable to provide notification immediately prior to the start of work shift, The employee shall provide the reason for the absence and the estimated length of absence. If the length of the absence exceeds the original estimate, the employee shall promptly notify ~~her~~ their supervisor or designee of the need for and length of additional leave.

## SECTION 3.4 – FATIGUE TIME

The intent of fatigue time is to provide a sufficient time for rest between a significant period of work and the start of the next regularly scheduled work shift, by replacing regularly scheduled straight time hours with paid rest time.

- 3.4.1. An employee shall be eligible for fatigue time if any of the following apply:
- A. They have worked an extension of their workday and their-extension has been completed with less than eight (8) hours between the completion of the extension and the start of the employee's next regularly scheduled shift.
  - B. They-have worked scheduled overtime on a day off **which** overtime has been completed with less than eight (8) hours between the completion of the overtime and the start of the employee's next regularly scheduled shift.
  - C. They were called back to work pursuant to Section 2.9 - Call Back, and the work has been completed with less than eight hours, plus commute time, before the start of their next regularly scheduled shift.
  - D. They have worked a portion of their regular work shift and is excused to rest prior to working later that same workday.



E. They are excused for the remainder of a night, overtime, and/or shutdown assignment that ends early, in order to return to their next regularly scheduled shift.

3.4.2 When an employee is eligible for fatigue time, they shall not be required to report to work for up to eight (8) hours plus commute their workday and shall receive full pay for any regularly scheduled hours not worked.

3.4.3. If upon completion of fatigue time, there are two (2) hours or less remaining in the employee's regularly scheduled shift for that day, fatigue time may be extended for the remainder of shift, rather than an employee having to use accrued leave time. Notwithstanding the above, an employee may be called in to work the remainder of the shift, even if for two hours or less, if Management determines that a legitimate business necessity exists.

#### **SECTION 4.1 - MEDICAL INSURANCE**

4.1.1. The District will provide medical plans maintained by the California Public Employees' Retirement System (CalPERS).

4.1.2. Effective January 1, 2024, the District's maximum monthly contribution will be 100% of the total premium for the highest HMO in CalPERS region 2 or 3, not to exceed the monthly premium for the medical plan selected by the employee.

4.1.3. The numbers below represent the cash incentive as of January 1, 2023 for employees in the Desert region.

Employee Only: \$172/month

Employee + 1 Dependent: \$343/month

Employee + 2 or More Dependents: \$445/month

Effective January 1, 2024 through December 31, 2026, Desert Region employees enrolled in PERS Gold or Platinum PPO through Metropolitan will continue to receive the amounts listed above as a taxable cash incentive. In addition, Desert Region employees enrolled in PERS Gold or Platinum PPO with an employee cost shall receive an additional credit equivalent to the employee cost. This credit shall be applied within the employee's paycheck at the same time as the deduction.

4.1.4. An employee who opts out of medical insurance will receive \$125 per month (\$1,500 per year), provided the employee submits proof of alternative insurance coverage.

4.1.5. If subsequent to December 31, 2026, the insurance premium increases and the parties have not agreed to an increased District contribution, then the District's contribution will continue at the same level as outlined in §4.1.1-4.1.5.

- 4.1.6. If another bargaining unit at the District negotiates any improvements to medical premium coverage for employees it represents, the District shall provide the same coverage to AFSCME without negative impact to its currently negotiated coverage.
- 4.1.7. The parties agree to establish a Health Benefits Advisory Committee, at the request of either party. The committee will examine such issues as benefit levels, plan design, administration, and cost containment which affect active and retired employees. Committee recommendations will be presented to the parties for their use in negotiations for a successor MOU.

#### **SECTION 4.12 - TRAVEL EXPENSES AND TRAVEL TIME**

Travel expenses will be authorized and paid as provided in this Section and the relevant sections of the Administrative Code (see AC 6320 et. seq.). It is the intent of the parties to fairly and properly reimburse an employee for additional expenses and pay for additional travel time.

The following definitions will apply to this Section.

A. *Per Diem* – Paying the employee the negotiated dollar amount for room, board, and incidental expenses. Itemization of expenses is not required.

B. *Actual Expenses* – Reimbursing the employee for the total actual costs for room, board and incidental expenses related to the conduct of District business. Expenses of \$25 or less need not be accompanied by supporting documentation. An employee will not be reimbursed for alcohol.

C. *Regular work location* – Primary assignment to a specific work location.

D. *Temporary work location* – Any work location other than an employee's regular work location. An employee may be assigned to a temporary work location for more than three years by mutual agreement.

E. *Incidental Expenses* – Other reasonable expenses while conducting District business including but not limited to transportation, tips, laundry services, telephone calls (including calls to family), conference room fees, fees for copying, parking fees, gasoline, fees for fax machine or PC usage, and toiletries.

#### 4.12.2

- A. ....
- B. ....
- C. ....

#### D. Overnight Travel Status

The language that follows is not intended to provide employees working their regular established schedules and/or assigned at their regular work locations with per diem and reimbursement for expenses.

(1) If the employee is placed on overnight travel status by the supervisor, the District must provide one of the following: (a) Per Diem (b) actual expenses (the District will provide a cash advance upon an employee's request in an amount equal to Per Diem for the expected length of the overnight travel status prior to the start of work but doing this shall not preclude an employee from receiving their actual costs after providing receipts). (c) district secures lodging and provides half-day per diem per day. Regardless of the option chosen, the District will not pass the cost of business on to an employee.

- i. The decision between options (a) or (b) shall be determined jointly by the employee and the manager, taking into consideration employee preference, ease of administration, and operational efficiencies.
- ii. If an employee is not placed on overnight travel status, and is instead asked to commute, the employee may request reconsideration from management, up to and including the Section or Group level, either prior to the start of, or during the course of, the assignment.
- iii. In considering the employee's request to be placed on overnight status, Management shall consider the potential length, and duration of the commute, the duration of the assignment at the temporary location, and whether the crews being supervised by other managers have been placed on overnight travel status.
- iv. An employee may receive actual costs if the actual costs are discussed with the supervisor in advance. In circumstances where the actual expenses are higher than the per diem or when travel is expected to exceed 30 days, the supervisor will obtain approval prior to work beginning from the Assistant General Manager or designee.
- v. In the event that pre-planning is not feasible or if prior approval has not been obtained, the default will be for the per-diem rate to apply.

(2) For each day an employee is on overnight travel status, Per Diem will be \$250, or \$125 if an employee is not required to work for more than half of the day on the last day of the assignment.

(3) An employee will qualify for overnight travel status if they are required to work a shutdown, emergency, or other urgent assignment multiple days away from the employee's regular work location that causes a longer commute than normal.

(4) An employee will also be placed on overnight travel status when all of the following are met:

- i. The employee is required to work an assignment away from the employee's regular work location;
- ii. The employee is being required and/or scheduled to work 12 hours or more;
- iii. The employee has a commute longer than 30 minutes to or from home.

(54) An employee will also qualify for actuals and/or per diem for one (1) night to be used for overnight accommodations if an employee and/or supervisor is concerned about the employee's health and welfare or safety due to irregular working conditions/hours and commute times.

(65) An employee will be placed on overnight travel status at the start of the assignment and taken off at the end of the assignment. An employee who is required to work a night shift or schedule which would modify their normal sleeping pattern for a shutdown, emergency, or other work assignment will be provided with one (1) full day of overnight status prior to, and at the end of the assignment, upon the employee's request.

*For example:* If an employee who regularly works 0600-1630 Monday-Thursday is placed on an assignment or shutdown that begins on a Sunday and ends on Saturday, with their work schedule being changed to 2300-1100 (night shift), or other shift schedules, then the employee shall receive overnight status and full day per diem beginning Sunday to allow them to obtain accommodations and rest prior to their night shift beginning. Additionally, when an employee working the night shift completes the assignment the employee will receive overnight status for a full day on the day the night shift assignment ends (i.e. Shift starts Friday at 2300 and ends Saturday at 1100, employee will be given full day of overnight status for Saturday).

(7) An employee on overnight travel status will be allowed one round trip per assignment. If the assignment lasts longer than one week, the employee will be allowed one round trip per week.

(8) If an employee brings a family member or guest on overnight travel status, the employee is responsible for payment of the family member or guest's charges for lodging, meals, and incidental expenses.

(9) The parties will meet in March of 2025 to review data related to Per Diem/Overnight Travel Status and analyze whether or not the provisions need modification.

## **Article 5 - WORKING CONDITIONS**

### **Section 5.1 - WORK SCHEDULES**

The workweek will consist of forty (40) hours in seven (7) consecutive twenty-four (24) hour periods as determined by the District and made known to the employee.

There will be an unpaid meal period of up to forty-five (45) minutes as determined by the District. The employee's preference will be taken into account when the meal period is scheduled.

The District will pay employees for meal periods when the employees do not have access to regular lunch facilities ~~nor~~ or full relief from duties due to the requirement of having to remain at the worksite or at a structure or facility,

The District will not pay employees for meal periods when employees have access to regular lunch facilities or are not required to remain at the worksite or at a structure or facility.

For purposes of this Section only, a “regular lunch facility” shall be defined as follows:

- a. For permanent facilities such as Union Station, Soto St, Lake Mathews, Diamond Valley Lake or Water Treatment and Pumping Plants, a climate-controlled lunchroom with means to store and heat food or drink, access to potable water as well as bathroom facilities.
- b. For other worksites in the field, an area or use of a District vehicle (i.e. utilization of air conditioner and/or heater if parked) with seating (excluding construction equipment) in order to protect employees from the elements (heat, cold, rain, wind, dust, etc.), an adequate supply of potable water (cooler and/or bottled water), soap or other suitable cleansing agent, and towels for hand washing that are made available to employees. Employees may tow portable toilets with hand washing stations. When a regular lunch facility is available, and an employee opts to take their meal period in a vehicle, it shall be unpaid.

If a regular lunch facility as defined above is not available, but the employee is otherwise fully relieved of duties and chooses to leave the worksite, the unpaid meal period shall be extended up to 60 minutes as determined by the District, if the employee must travel more than 10 miles or 15 minutes (round trip) to secure food.

## **Section 5.2 RECRUITMENT AND SELECTION**

The recruitment and selection process will be consistent with MOU Section 5.11

“Discrimination”, the District’s commitment to Diversity, Equity & Inclusion and all applicable Federal and State laws and regulations including the Federal Uniform Guidelines on Employee Selection Procedures.

### **SECTION 1.10 -**

#### **5.2.1 Definitions**

*A. Employee:*

For purposes of this section, an “employee” is defined as a Category A, B, or E employee as referenced in Section 4.11, *Categories of Employment*. Employees contracted through an outside agency under categories C and D shall not be covered by this provision.

*B. Recruitment:*

Process of locating individuals to fill the District’s personnel (staffing) requirements with the best qualified candidates. The District and Union shall encourage promoting/recruiting current employees.

*C. Selection:*

Selection is the process of hiring the best-qualified candidate for a vacant position utilizing clear criteria for screening applications and for documenting the entire hiring process. The goal of selection is to match candidates with open positions in an equitable, fair, objective, and transparent manner. The hiring manager selects the best-qualified candidate for a vacant position.

D. *Screening of Material:*

HR Recruiters shall screen resumes to determine who meets the minimum qualifications.

E. *Employment Testing:*

A test is an instrument administered by the Human Resources Group, used as a basis for any employment decision including, but not limited to, hiring and competitive-bid promotion. Such tests may measure aptitude, and other objective proficiencies. The weighted criteria shall then be used by panel interviewers in scoring each candidate. Scoring shall be based on a scale of 0-100, or pass or fail. Test tools may include a review of records for reviewing for minimum qualifications, structured interviews, typing, computer skills, basic skills, job knowledge, work sample or other practical or knowledge demonstration tests deemed reliable and job-related as approved by EEO and the Human Resources Group Manager. Candidates participating in testing shall be notified of the pass/fail and/or scoring thresholds prior to taking or participating in any test.

- (1) Desirable qualifications will not be used as hurdles or knockouts, minimum qualifications or to disqualify candidates from the recruitment process. Utilizing desirable qualifications will not change the minimum education, minimum requirements, minimum qualifications, certifications, licenses of a position and shall only serve to provide a description of the work expected to be performed by the successful bidder.
- (2) Employment testing will be commensurate with job related knowledge, skills and abilities, and minimum requirements as identified in the job description. In preparing employment test and interview questions, care will be taken to ensure that the questions are consistent with the level of the position posted.

F. *Panel Member:*

A Panel Member is an individual participating on the formal/structured interview. Each member scores the candidates independently based on the answers to the questions. Panel member will be required to sign a conflict-of-interest form.

*A Conflict-of-Interest Form* is a form required to be completed by Panel Members which assists in identifying actual and/or perceived conflicts to create a more equitable, fair, and transparent recruitment process. If a panelist intentionally fails to disclose a conflict they shall not be permitted to participate on future panels. Any changes to the form will be negotiated by the parties.

G. *Panel Interview:*

The purpose of the panel interview is to give each candidate an equal opportunity to reveal the knowledge, skills and abilities which would enable them to perform the job. The interview consists of an evaluation of work-related experience and training.

The Panel will consist of a structured interview process with at least 3 panel members that assess a candidate's minimum qualifications. In preparing technical questions, care will be taken to ensure that the questions are consistent with the level of the position posted, as well as the minimum requirements stated in the job description, skills, abilities and/or job knowledge stated in the job description.

H. *Final Hiring Interview Recommendation (FHIR):*

Starting April 1, 2024, eligibility lists for future recruitments will be developed through a recruitment process as outlined in 5.2.2.

## 5.2.2 Recruitment Process Overview

A. Transfers:

- (1) Before an internal or open recruitment is conducted, the District will first consider employees on a Transfer List prior to a job announcement for a vacant position and follow the process described in §5.13 Transfers.
- (2) The District will post the requisition utilizing the internal recruitment process if:
  - (a) no person is on the transfer list;
  - (b) a transfer list candidate is not hired;
  - (c) or a FHIR list does not exist.

The Internal and Open recruitment processes shall follow the same guiding principles.

B. Internal:

- (1) No external candidates will be invited to apply during the Filing Period.

- (2) District may run an open recruitment instead of an internal only recruitment if any of the following exceptions exist:
  - (a) there are less than three (3) internal candidates who applied;
  - (b) entry-level position which cannot reasonably flow from one family to another (e.g., AA3 to Admin Analyst, Assoc. Engineer to Engineer, etc.);
  - (c) documented evidence showing the last recruitment for that specific classification had less than three (3) applicants. In this instance, a specific classification cannot move directly to open recruitment more than 3 consecutive times;
  - (d) need for external outreach for job groups where underutilization is identified to ensure a diverse candidate pool as determined by the Office of Diversity, Equity and Inclusion and/or the Equal Employment Office. By mutual agreement, a specific list of underutilized and identified classifications will be established at least on an annual basis.
- (2) After a hire is selected by the Hiring Manager, unhired qualified candidates will remain on the FHIR and are eligible to be considered for hire for subsequent vacancies in the same classification for up to six (6) months.
- (3) Open Recruitment
  - (a) A job announcement will be posted as an Open Recruitment if the vacancy wasn't filled using the processes above and is subject to the Filing Period.
  - (b) After a hire is selected by the Hiring Manager, unhired qualified candidates will remain on the FHIR and are eligible to be considered for hire for subsequent vacancies in the same classification for up to six (6) months
- (4) FHIR List(s):
  - (a) The FHIR list may be developed utilizing a specific posting that states it is building an eligibility list or through the recruitment of a vacant position.
  - (b) The FHIR list will only be valid for six (6) months from the date a candidate accepts the position from the original requisition, unless there are less than three (3) candidates remaining, or it is mutually agreed upon by the parties to extend for a specific period of time.
  - (c) If any FHIR list contains internal candidates, internal candidates that passed the test(s) shall be provided with 5 preferential points which is added to their cumulative score.



- (d) HR will provide the Hiring Manager with the top five ranked candidates. In the case of tie ranks, more than five candidates can be provided to the Hiring Manager.
- (e) All provided candidates must be interviewed by the Hiring Manager. A candidate must be selected by the Hiring Manager from the FHIR. Candidates not selected will return to the FHIR for future consideration. If all eligible candidates on the FHIR list elect to not be considered for a specific vacancy, Human Resources will open a new recruitment specific to the need.

For example, if there is a FHIR and all eligible candidates elect not to accept the position that is at a specific location. In this instance, HR can open a new recruitment for that specific classification and location, beginning with Transfers, then Internal per the process above, and then Open Recruitment, which would result in a new FHIR for that specific location.

(5) Internal Only Job Bid Promotion Process:

- (a) Upon staffing requisition approval by Budget and HR, a recruitment may be conducted within a specific Group, Section, Unit, or Team to fill a position in which there is no vacant position. These recruitments shall follow the same process as used for Internal Recruitments.
- (b) This is not intended to or provided to circumvent the in-family promotion process. This process will not be utilized when employees on a team or unit could reasonably promote to the position through in-family promotion.
- (c) Applications will be reviewed for minimum qualifications by Human Resources. Upon completion of the recruitment process, the Hiring Manager will complete the Final Hiring Interview Recommendation Form to notify Human Resources of their decision of which candidate to hire and HR shall notify all candidates whether they were (un)successful in the recruitment at approximately the same period.
- (d) At no time are positions/requisitions which are posted utilizing this process permitted to utilize the open or FHIR processes.

### 5.2.3 Job Announcement and Application Filing Process

A. Job Announcement:

Job announcements will be advertised through the District's available communication mediums, including but not limited to website, and email.

The District shall also include, at minimum, the following in all job announcements: Number of openings, open/close dates, work schedule (days/hours), Group/Section/Unit/Team, work location, bargaining unit, minimum and maximum hourly rate, teleworking options (if applicable), overview and/or summary which is reflective of job description, job duties, minimum requirements (education, experience, certifications, licenses). For each job posting, each of the job-related criteria shall be weighted in a manner deemed appropriate, fair, and equitable by the HR and EEO.

B. Filing Period:

- (1) The filing period for submitting applications will be a minimum of ten (10) working days and shall be indicated on the job announcement. When a job posting is modified to add an additional requisition, there shall be a minimum of ten (10) days remaining for the filing period and the District shall provide an updated email announcement to employees.
- (2) An employee who does not meet the qualifications for the position will be notified and provided an opportunity to submit additional information within three (3) working days.
- (3) Employees on disability or workers' compensation leave are permitted to apply for vacant positions following the same timelines and testing procedures as other applicants, provided their participation is within their medical restrictions.

C. Application:

Each employee applying for a position shall thoroughly complete an application package.

D. Exemptions:

- (1) An internal candidate shall be excluded from the recruitment and selection process if that individual:
  - (a) has a current overall Performance Evaluation rating of less than "Meets Standards;" or

(b) has received an appealable disciplinary action in the last six (6) months; or.

(c) Has not completed their current probationary period

#### 5.2.4 Selection Process

##### A. Invitation to Test:

Qualified employees shall be notified of the time and location of a test at least three (3) business days in advance.

##### B. Release/Leave Time:

- (1) If requested, an employee shall be entitled to release time to participate in and commute to, a test.
- (2) Alternatively, an employee may use accumulated annual leave, personal leave, or compensatory time-off, to participate in and commute to, a test.
- (3) The employee shall give reasonable, prior notice of their supervisor. If an employee will miss work to participate in a recruitment process, the employee shall provide advanced notice of absence need for release or leave time as soon as practical.
- (6) Upon completion of all phases of the assessment process, the applicants will be ranked from highest to lowest cumulative score. Based on the testing process, a FHIR list may be established by classification and location, with candidates eligible for hire in the classification. The FHIR list will be maintained by Human Resources and shall follow the guidance above regarding FHIR lists.
- (7) Upon request by any candidate, the District shall provide the candidate with their score and ranking on the list and for internal candidates, provide a debriefing where they can receive their scores and rater feedback.
- (8) For purposes of this Section, Recurrent employees (defined as Category E employees under §Section 4.11 of the MOU) shall be permitted to apply for positions as “internal” candidates.

##### C. Probationary Promotion:

The intent of the probationary promotion language is to provide a probationary period for those employees who are promoted as a result of the recruitment and selection process or out-of-career progression (family) promotions. Furthermore, it is also agreed by both parties that this language does not include employees who are promoted as a result of a classification study/job audit pursuant to Section 5.3 or employees who are promoted for having already performed the higher-level duties for a significant period of time.

- (1) After each appointment, an employee shall serve a complete period of probation before appointment or probation is complete.
- (2) A District employee who has been promoted shall serve a promotional probationary period of six (6) months or 1,040 hours, whichever comes first. If an employee goes on an unpaid leave during the probationary period, the probationary period will be extended by an amount of time equal to the time on leave. If an employee fails promotional probation, they have reinstatement rights to their former classification.
- (3) Employees shall receive no less than a 2-step merit increase upon entering the probationary promotion period.
- (4) Promoted employees shall be moved into their new position within 30 calendar days after the formal offer is given by the District and accepted by the employee. Exceptions can be made only with the authorization of the HR Group Manager, or designee.
- (5) Employees who successfully complete a probationary promotion period shall receive no less than a 2-step ~~merit~~ increase.
- (6) An employee who transitions from a temporary to a regular promotion shall be subject to the provisions regarding probationary promotion and will be processed in the following manner. The intent of this language is to ensure that employees who receive a regular promotion while on temporary promotion are treated in the same manner as others receiving regular promotions.
  - (a) For temporary promotions lasting longer than six months, the employee will not be subject to a probationary period after receiving a regular promotion as such employee has performed the higher-level duties for a significant period of time. For temporary promotions lasting less than six months, the employee will serve

the full six-month probationary period commencing on the date the temporary promotion began. If an employee goes on an unpaid leave during the probationary period, the probationary period will be extended by an amount of time equal to the time on leave.

- (b) For those employees not subject to a probationary period, after receiving the regular promotion, the employee will receive any merit increases to which they would have been entitled had they not been on a temporary promotion. Employees will be eligible for no less than a 2- step merit increase as provided in subsection 5 above. Eligibility for the next merit increase after the employee has received all merit increases to which they would have been entitled while temporarily promoted, will be the next July 1st common evaluation date.
- (c) For those employees subject to a probationary period, upon successful probation, the employee shall be eligible for no less than a 2-step merit increase as provided for in subsection 5 above. Eligibility for the next merit increase will be the next July 1st common evaluation date, unless probation is completed during the same pay period that includes July 1st, in which case eligibility for the next merit increase will be the following July 1st common evaluation date.

This language supersedes and replaces management bulletins and other recruitment requirements listed in 3/10/2005 district response on management bulletins in the AFSCME MOU appendix.

#### SECTION 5.7 – NO SMOKING POLICY

- 5.7.1. The District has issued Operating Policy D-08 prohibiting smoking in any District building or District vehicle, including the use of electronic smoking devices. Smokers will be accommodated by designating smoking areas outside, and, away from building entrances and air intake
- 5.7.2-The District will encourage our smoking employees to quit by reimbursing them for the cost of an approved smoking cessation program to a maximum of \$100 per employee during the term of this contract, after successful completion of a program. The reimbursement will apply for only those employees whose medical plan under PERS does not provide coverage for such a cessation program.
- 5.7.3 The Human Resources Group shall assist any interested employees in location an approved smoking cessation program.

**SECTION 5.8 – DRUG-FREE WORKPLACE**

**5.8.1.** As provided by the Drug-Free Workplace Act of 1988, the parties declare that all locations where the District conducts business shall be considered an alcohol and drug-free workplace.

The District will comply with California legal requirements in administering its Drug and Alcohol Policy including AB 2188 (2022) and any other California legal requirements for meeting and conferring when devising and/or amending its Drug and Alcohol Policy. Therefore, the parties agree that they will complete negotiations to make changes to the MOU and the District's Alcohol and Drug Free Workplace Policy to comply with California law.

**5.8.2.** All employees are absolutely prohibited from the following two (2) categories of activities involving alcohol, drugs, or controlled substances while in a District workplace.

- A. Unlawfully manufacturing, distributing, dispensing, and possessing.
- B. Reporting to work or working under the influence.

**5.8.3.** The District will make available to employee's, information regarding:

- A. Medical insurance benefits provided through Public Employees' Retirement System under the provisions of the Public Employees Medical and Hospital Care Act for substance abuse programs.
- B. Community resources for assessment and treatment.
- C. Counseling program.
- D. Employee assistance program.
- E. Family and Medical Leave Act/California Family Rights Act Leave as applicable.

**5.8.4.** The parties agree that whenever appropriate, assistance toward rehabilitation will be offered to any employee with an alcohol, drug, or substance abuse problem. This policy will apply whether the employee voluntarily admits to such problem, or has violated the Alcohol and Drug Free Workplace Policy.

**5.8.5. Marijuana Testing**

Therefore, beginning January 1, 2024, the parties agree that any reasonable suspicion test which is performed which utilizes a non-psychoactive (urine) test, those results shall not be acted upon or used or shared in any manner for non-DOT related tests.

**A. Federal Motor Carrier Act ("FMCA") Random Drug Testing**

There shall be no change to the FMCA Random Drug Testing program unless such change is required by law and the District has fulfilled its legal obligation to meet and confer over such change.

**B. Representation**

Any employee who is subject to reasonable suspicion or FMCA random drug testing is permitted to have a Union representative (without causing unreasonable delay) present for observation, filling out of paperwork, transport to testing, testing observation, discussions with MRO, results, and any other related interviews related to the test(s).

#### **5.8.6. Discipline:**

A. Any employee who violates Section 5.8.2.A of this MOU will be subject to discipline, up to and including termination.

B. Any employee who violates Section 5.8.2.B of this MOU for the first time will be eligible for the benefits pursuant to Section 5.8.4 above and may be subject to discipline in accordance with District disciplinary procedures.

### **SECTION 6.1 - RIGHT TO UNION REPRESENTATIVE**

6.1.1. If an employee reasonably believes that a meeting with their supervisor, whether prior to that meeting, or in the course of, may result in disciplinary action against them, they may request the attendance of an AFSCME Local 1902 designated representative of their choice in the meeting. If the meeting has already commenced when the request for representation is made, the meeting shall terminate until such time that they have obtained representation. If the AFSCME Local 1902 representative is not available at the time of the meeting, the supervisor will arrange an alternative meeting as soon as possible, but at least within 5 working days.

6.1.2. An employee who is not the subject of an investigation, but who is being questioned or interviewed by the District as a witness shall also be permitted, upon request, to have the attendance of an AFSCME representative at such a meeting. If an AFSCME representative is not available at the time of the meeting, the District shall arrange an alternative meeting as soon as possible, but at least within 5 working days.

6.1.3. Only one AFSCME Local 1902 representative shall be authorized to use District time to represent an employee as provided in this Section.

6.1.4 The parties jointly agree to inform employees of their representation rights pursuant to this Article.

### **SECTION 1.1 - TRANSFERS**

1.1.1. Employee-Initiated Lateral Transfers

1.1.2. An employee may request a lateral transfer to a vacant position in the same classification at the same rate of pay. Transfers can be either a different geographic location or a different workgroup.

A request for a transfer must be on record in Human Resources prior to receiving a staffing requisition for recruitment.

An employee who wishes to transfer to another position shall submit a written request via email to Human Resources for such transfer including their name, classification, and the groups/teams and worksites they wish to transfer to. The transfer list shall be kept for a period of up to two (2) years starting with a common date of July 1st on odd years.

To be eligible for such a transfer, the employee must meet the following conditions:

- A. Hold the same job classification and pay grade for a minimum of 12 months;
- B. Employee has not received an appealable disciplinary action within the previous 12 months,
- C. Is not currently on initial or promotional probation,
- D. Received a meets standards or higher performance evaluation on the most recent performance evaluation,

A. The transfer request process will be conducted by the District prior to the initiation of an internal or concurrent or external recruitment process for a vacancy within the AFSCME Local 1902 Bargaining Unit.

B. Once a transfer is accepted by the employee, the employee will be transferred to the new location/team within thirty (30) calendar days.

An employee who has accepted a transfer will have a 60-day period to voluntarily return to their original team and reporting location. The 60 -day period will start on the employee's first day at the new location/team. An employee who chooses to exercise their option to return to their original team will not suffer any negative impacts or consequences nor will the return be referenced in their evaluation.

Management may return a lateral transferred employee to their previous team within the first 60-days. If the Manager returns the selected-employee, they will offer the position, to the second ranked employee on the lateral transfer list. The hiring manager Management will provide written notice to the employee and the HR Group Manager for approval prior to returning an employee to their original team/work location and shall provide written notice to the employee. Any return to their prior team will not have a negative impact upon an employee, their evaluation or status on their original team and the employee will remain on the Transfer list for another location for the duration of the list. The decision of the HR Group Manager shall be final and shall not be grievable.

An employee who voluntarily returns to their previous position within the first 960 days, will remain on the main transfer list s for other locations and teams.

After the completion of the 60 days, the transfer will be considered complete or permanent and the employees remaining on the transfer list for that specific recruitment will be returned to the main transfer list. Employees are limited to one (1) completed transfer every 12 calendar months.

#### 1.1.3. Transfers Required by Reason of Excess Staff, Facility Closure, or Need to Reallocate Staff from One Facility to Another



A. Notice of the need for transfer required by reason of excess staff, facility closure, or need to reallocate staff from one facility to another shall be given to all applicable employees, and their respective union. Volunteers will be solicited before instituting any mandatory transfers.

B. If there are insufficient number of volunteers (as described above), and there are two or more staff members from the affected location who are equally qualified, the least senior employee (lowest service hours) at that site shall be transferred.

**1.1.3. Other District-Initiated Transfers**

In situations not involving transfers as described in Section 5.13.2 above, the District reserves the right to transfer individuals as may be necessary for the good of the District.

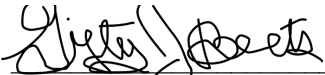
However, in no instance shall a transfer be retaliatory, discriminatory, unreasonable, arbitrary, or capricious. District initiated transfers will be made with reasonable advanced notice to the Union.


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The parties have reached tentative agreement on a Reopener MOU, the terms of which are outlined above. Such tentative agreement is tentative upon agreement by the Board of Directors. However, the General Manager agrees to recommend its approval to the Board. The Union likewise agrees to recommend positive ratification to its membership.

**For the District:**

**For the Union:**

  
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**Gifty J. Beets**  
Employee Relations Officer

  
\_\_\_\_\_  
**Alan Shanahan**  
Executive President

Date: 11/11/23

Date: 11/10/2023