2020-2021
AGREEMENT BETWEEN AUBURN RECREATION DISTRICT AND LOCAL 39 OPERATING ENGINEERS

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ARTICLE 1

PREAMBLE

The articles and provisions contained herein constitute a bilateral and binding agreement by and between the Auburn Area Park and Recreation District ("ARD") and the IUOE, Stationary Engineers Local 39 ("Union"), an employee organization, and becomes effective on August 1, 2020 and ending on March 31, 2021. This agreement supersedes and replaces any and all agreements and memorandums of understandings preceding the date of this agreement. The parties agree to abide by the Personnel policies of the District unless otherwise modified herein.

ARTICLE 2

RECOGNITION

A. ARD recognizes the Union as the exclusive representative for those employees employed in the following classifications:

1. F&G grounds supervisor (F/T).
2. F&G park worker (F/T).
3. F&G park worker (P/T).
4. F&G senior park worker/pool operator (F/T)
5. F&G senior park worker (P/T)
6. F&G facilities coordinator (F/T)
7. F&G Custodian (F/T, P/T).
8. F&G Facility Attendant/Custodian (P/T)
9. Sports coordinator.
10. Customer service rep (F/T,P/T).
11. Youth services program coordinator (F/T).
12. Youth services program site director (F/T).

B. In the event any new positions are created in ARD other than those fitting into the employee's organization, written notification shall be given to the Union in a timely manner. The Union will have seven (7) working days to respond with their concerns over the creation of any non-union positions. Further, a meeting may be called to see if ARD and the Union can mutually agree on the status of the newly created positions. However, ARD has the right to create positions not within the employees' organization over the objections of the Union.

ARTICLE 3

TERM OF THE AGREEMENT

The term of this Agreement is from April 1, 2020 to March 31, 2021

ARTICLE 4

EMPLOYEE RIGHTS

ARD and the Union recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join and participate in employee organizations

1. Payroll Deductions:
In addition to continuing existing payroll deductions for group insurance plans to which the District is or shall hereafter be a contracting party, the District agrees to establish payroll deductions for the normal and regular monthly Union membership dues, initiation fees, fair share fees and assessments, and for the IUOE Federal Political Action Committee in manner defined in section 2 of this Article.

2. On the basis of individually signed, voluntary authorized deduction forms, the District will deduct dues of ($.05) for each hour that the employee receives wages under the terms of the Agreement, to go towards the Local 39 Federal Political Action Committee. It is agreed that these authorized deductions for the Local 39 Federal Political Action Committee (PAC) are not conditions of membership in the Stationary Engineers, Local 39 or of employment with the District and that the Local 39 Federal PAC will use such monies in making political contributions in connection with Federal, State, and local elections. Payments shall be made on a separate check to Local 39 Federal PAC, accompanied by monthly reports reflecting employee hours worked on forms provided by the Local 39 Federal PAC, shall be remitted to 1620 North Market Blvd. Sacramento, CA 95834.

The costs of administering this payroll deduction for Local 39 Federal PAC are incorporated into the economic package provided under the terms of this Agreement so that the Local 39 Federal PAC has, through its negotiation and its execution of this Agreement, reimbursed the District for the costs of such administration.

ARTICLE 5

EMPLOYMENT POLICIES AND PRACTICES

5.1 New Hires, Employees Subject to Probationary Period

The first twelve months of continuous employment at the District is considered a probationary period. All employees shall serve a probationary period of twelve (12) months, commencing with their first day of employment. During this time the employee is expected to learn job responsibilities, get acquainted with fellow employees; determine whether or not he/she is happy with the job and whether further employment with the District is appropriate. The employee's supervisor will closely monitor his/her performance.

All employees may be evaluated in writing at any time during their probationary period and a mandatory evaluation will be completed after twelve months of employment, the standard probationary period. The Department Manager shall recommend either for or against retention of the employee prior to the expiration of the probationary period.

At any time during the probationary period an employee may be immediately released from employment by the District Administrator. The employee shall not be entitled to a hearing or an appeal of any kind. Recommendation of release from employment shall be made in writing by the Department Manager to the District Administrator. District Administrator may give such employee, at any time up to and including the last day of the probationary period, written notice of his/her immediate release from employment. Though an employee successfully completes his or her probationary period, they may still be subject to layoff or terminated for cause in accordance with this MOU.

The District Administrator may extend the duration of the probationary period one or more times, if, in his or her sole and absolute discretions, it is determined that such an extension is appropriate. Upon completion of the probationary period, a performance evaluation will be conducted to ascertain the advisability of continued employment on a regular basis.

5.2 Regular Employees

Regular employees are those employees who are hired to work on a regular schedule. Regular employees may be classified as full-time or part-time. A "Regular" employee may be separated from their position through layoff or termination for cause in accordance with this MOU.

5.3 Full-time Employees

Full-time employees are those who are regularly scheduled to work forty (40) hours per workweek. Absences due to non-protected time off could have an effect on your Full Time Benefits. Employees falling below the 40 hour threshold may have their attendance reviewed and be subjected to an appropriate part time benefit formula listed in Article 7 Paragraphs (B), (C), and (D) of this MOU.

5.4 Part-time Employees

Part-time employees are those who are regularly scheduled to work fewer than forty (40) hours per workweek.

Benefit eligibility will be determined by the actual number of hours worked.

Part-time employees who work an average of less than twenty (20) hours per workweek are not eligible for District benefits except as mandated by State or federal law.

Part-time employees who work an average of thirty (30) hours per workweek are entitled to some medical benefits except as mandated by State or federal law.

Any increase in part time employee's scheduled hours will be based upon the District's needs, with seniority within the classification being one of the factors in such determination.

5.5 Temporary Employees

Temporary employees have no regular job status and are employed for short-term assignments. Short-term assignments generally are for periods of three months or fewer; however, such assignments may be extended by the Department Head with approval of the District Administrator. Temporary employees are not eligible for employee benefits except as mandated by applicable State or Federal law. Temporary employees are eligible for CalPERS benefits if they work full-time for six continuous months or for more than 1,000 hours in a calendar year or are current members of CalPERS.

5.6 Seasonal Employees

Seasonal employees are employees without regular job status, who are hired for a period of up to six months. The hours worked by such employees may vary. Seasonal employees are not eligible for employee benefits except as mandated by applicable law. Seasonal employees are eligible for CalPERS retirement benefits if they work full-time for six continuous months or for more than 1,000 hours in a calendar year or are current members of CalPERS.

5.7 On-Call Employees

On-call employees are employees who work on an on-call or as-needed basis. On-call employees have no regular job status. On-call employees are not eligible for employee benefits except as mandated by applicable law.

5.8 Work Schedules

The District's normal business hours are between 6:00 a.m. and 11:00 p.m., Sunday through Saturday. Supervisors are responsible for assigning individual employee work schedules. Work hours will vary among departments and shifts due to various District needs. All employees are expected to be at their desks or workstations ready to work at the start of their scheduled shifts.

Exchanging work schedules with other employees is discouraged. However, supervisors may authorize such an exchange. Work schedule exchanges will not be approved for the mere convenience of an employee or if the exchange interferes with normal operations or results in overtime.

The workweek begins at 12:01 a.m. Wednesday and ends at midnight on Tuesday.

When an employee is unable to report to work at the assigned time, the employee must report the reason by telephone to their immediate supervisor as soon as possible. Unauthorized absences that interfere with the orderly operation of District business may be cause for personnel action.

5.9 Rest Periods

Employees are allowed a paid fifteen-minute rest period (break) for every four hours (or major portion thereof) of work. A rest period shall be scheduled, with the Supervisor's approval, in accordance with the requirements of the nature of the work assignment and to assure that all activities conducted by the District are adequately staffed at all times. Rest periods may neither be combined with meal breaks nor used to allow an employee to come in fifteen minutes late or leave fifteen minutes early. During a paid rest period, the employee must not leave the premises.

5.10 Meal Periods (Breaks)

As required by the Fair Labor Standards Act, unpaid meal breaks shall be scheduled in the middle of the employee's work shift, no more than five (5) hours after the beginning of the workday. Unpaid meal breaks shall be a minimum of thirty minutes long but shall not exceed one hour. During an unpaid meal break an employee must be relieved of all duties and be free to leave the premises. The District will provide a break room with limited kitchen facilities at the Recreation Park main building location.

A half-hour meal break shall be taken for every work period of more than five (5) hours. For all workdays on which an employee works more than ten hours, a second unpaid meal break shall be taken. The second meal break may be waived only if:

- The total hours worked on that workday does not exceed twelve;
- There is mutual consent of the employee and department manager; and
- The first meal period of the workday was taken.

If an employee works no more than six hours in a given day the meal break may be waived by mutual consent of the employee and the employer.

Rest periods may not be combined with meal breaks or used to allow an employee to come in fifteen minutes late or leave fifteen minutes early. Meal breaks may not be used to allow an employee to come in later or leave early. Employees are expected to observe their assigned working hours and the time required for meal and rest periods.
The District will require that union employees lunch periods will begin and end at the specific site they are working in. Lunch breaks are thirty (30) minutes including travel time. However, an employee may use a District vehicle to travel to purchase a meal when on assignment away from home base, but such travel shall be included in the lunch period time.

Timekeeping Requirements

The District utilizes a computer driven software package called TimeClock© to record all timekeeping. All employees are required to us TimeClock© to record their time worked for payroll purposes. Employees must record their own time at the start and at the end of each work period, including at the start and end of each lunch break. Employees must also record their time whenever they leave the premises for any reason other than District business. Recording time in on another employee's TimeClock©, allowing another employee to log time on a TimeClock© that is not their own, or altering TimeClock© is not permissible and is subject to disciplinary action, with the exception of changes and corrections made by management and/or the payroll department.

All TimeClock© entries must be turned in to the department manager no later than 5:00 pm on Tuesday of payroll week. All TimeClock© entries must be approved by the employee's Department Manager.

Any TimeClock© error should be reported immediately to the department manager or the payroll department.

5.11 Salary Schedule

The salary schedules and hourly wage schedules for District employees represented by Local 39, are developed through negotiation between the union and the District, and are ratified by the members and the Board of Directors. There is no cost of living increase for the term of this

agreement. The salary ranges for each classification are located in appendix "A" and updated as general wages increases occur.

5.12 Payment of Wages

Except as otherwise indicated, the compensation provided shall be deemed to mean the compensation per hour. The wages of all employees shall be paid every two (2) weeks, based on a schedule of twenty-six (26) pay periods per year, normally every other Friday. Non-exempt employees shall be paid at their assigned hourly rate.

5.13 Automatic Deposit

The District offers automatic payroll deposits. Initially upon hiring and thereafter if the employee changes banks, each employee must complete a form available from the payroll department and return it to that office at least 17 days before the pay period for which the change is effective. Employees should carefully monitor their payroll deposit statements for the first two pay periods after the service begins.

5.14 Call-in Pay

The District will pay a minimum of two hours of pay to employees who are required to report to work on a day other than their normally scheduled workday.

5.15 Stand-by Pay

Any District employee who is required to be on "stand-by mode" on a day other than his or her normally scheduled work day or work hours, will be entitled to a minimum payment of $21.00 per weekday and $24.00 per weekend day for each eight (8) hour period that the employee is required to be on stand-by. Stand-by pay will not be paid at an overtime rate.

5.16 Working Out of Class

On occasion, due to operational necessity an employee may be required to perform a majority of essential duties of another classification with a higher salary range. In such cases, payment for out of class work shall be a minimum of 5% above the regular base pay of the employee for all hours worked in the higher classification. Employees whose job description does not include work classification that requires licensing or certifications, but who work in such a capacity will be paid a 5% pay differential.

5.17 Pay for Mandatory Meetings/Trainings

The District will pay non-exempt employees for their attendance at meetings, lectures, and training programs under the following conditions:

- Attendance is mandatory; or
- The meeting, course, or lecture is directly related to the employee's job and the employee has been notified of the necessity for such attendance by his or her supervisor.

Compensation will be at the employee's regular rate of pay for time spent at meetings, lectures, and training programs. Any hours in excess of eight hours in a day or 40 hours in a workweek will be paid at the employee's appropriate overtime rate. Appropriate Lunch breaks must be taken during meetings and trainings.

5.18 Overtime

Employees may be required to work overtime as necessary. Overtime work requires prior authorization by the District Administrator or his/her designee. All overtime shall be recorded by the employee on his/her normal electronic timecard.

The District will attempt to distribute overtime evenly and to accommodate individual schedules. Overtime for any one employee shall not exceed eight (8) hours in any one pay period unless otherwise authorized by the District Administrator.

5.19 Payment for Overtime

The District provides compensation for all overtime hours worked by non-exempt employees in accordance with State and Federal law as follows:

- Any hours worked in excess of eight hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. Workweeks begin each Wednesday at 12:01 a.m. and end each Tuesday at 12:00 a.m.;
- Employees shall be paid at a rate of one and one-half times the employee's regular rate of pay for hours worked:
- In excess of 40 hours for the workweek;
- In excess of eight, but not more than 12, hours for the workday; and
- For the first eight hours worked on the seventh consecutive day of work. However, if a non-exempt employee works less than six hours a day, and less than 30 hours in a week, the employee will not receive overtime for the seventh consecutive day.
- Compensation for hours in excess of 12 in one workday and in excess of eight on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay;

Sick time, PTO, holiday, and vacation hours paid, but not worked, are not included in calculating overtime. Only actual hours worked in a given workday or workweek, and not hours scheduled, will apply in calculating overtime.

Employees who are excluded from District Benefits are eligible for overtime pay calculated at the rate of one and one-half times the employee's regular rate of pay for hours worked on a District-observed holiday. When a holiday falls on a Saturday or Sunday, the employee shall be eligible for overtime pay for hours worked on the actual holiday, not the District-observed holiday.

5.20 Salary Ranges and Merit Increases/Performance Reviews

Persons entering the employ of the District shall be paid at the minimum starting wage of the salary schedule established for the classification in which they are hired, unless otherwise approved by the District Administrator.

Merit increases may range from 0% to 5% and shall be determined on the employee's anniversary date, shall not be automatic, but shall be based on performance reports, length of service and budgetary constraints based on the criteria outlined below:

Employees may qualify for a merit increase in the following manner:

A Performance Evaluation Form shall be prepared by the employee's supervisor not more than thirty (30) days prior to the employee's anniversary date and shall be interactively reviewed by the employee and his or her supervisor. The Performance Evaluation Form shall list several performance criteria and each of the criteria shall have a numerical point value as follows:

Outstanding:	5
Exceeds Performance Standards:	4
Satisfactory:	3
Needs Improvement:	1
Unsatisfactory:	0

There are 11 criteria (20 criteria for Supervisors) on the current Performance Evaluation Form. The District, at its discretion, may add, delete, amend, or modify the content and/or the criteria on the Performance Evaluation Form. Changes in the rating or scoring system and how it affects any merit increase of employees shall be on a "meet and confer" basis with the union. Evaluation scores and corresponding merit increase percentages are as follows:

Regular Employees	Supervisors
40-55 = 5%	54-75 = 5%
36-39 = 4%	49-53 = 4%
33-35 = 3%	45-48 = 3%
Below 33 = 0%	Below 45 = 0

An employee who scores below 33 on a performance review shall be counseled immediately and given a Performance Improvement Plan as to how his or her performance must improve. Such performance shall be reviewed again 90 days after the initial performance review. If the employee's performance improves to a Satisfactory level (33 or higher), that employee will be eligible for the corresponding merit increase (non-retroactive). If there is no improvement, the employee may be subject to disciplinary action, up to and including termination.

All job descriptions shall have a minimum starting wage and a maximum attainable wage. Each employee will have a performance review on either their anniversary date or their promotion date (if applicable), and shall be eligible for a merit increase corresponding to the evaluation criteria and score outlined above. Generally, all full-time and regular part-time employees shall serve at least one year at each wage and have a performance evaluation rating of 33 or better to qualify for advancement to the next wage. Performance Evaluation Forms shall be reviewed by the District Administrator prior to the review of an employee, and shall be approved by, and advancement shall be at, the discretion of the District Administrator.

The District will provide an appropriate venue to assure that privacy and confidentiality are maintained for performance evaluations.

The employee will be asked to sign the Performance Evaluation Form simply to acknowledge that it has been presented and discussed between the employee and the supervisor and that the employee is aware of its contents. If the employee refuses to sign the performance evaluation, the supervisor will note the refusal on the original evaluation in the employee's signature block and have the refusal witnessed and initialed by another manager or supervisor. The employee has the right to respond in writing to the evaluation and have the response included in his/her personnel file within 30 days of having received the evaluation.

5.21 Makeup Time

The District allows the use of makeup time when non-exempt employees need time off to tend to personal obligations. Makeup time worked will not be paid at an overtime rate.

Employees may take time off and then make up the time later in the same work week, or may work extra hours earlier in the work week to make up for time that will be taken off later in the work week.

Makeup time requests must be pre-approved by the employee's supervisor and approved as such on TimeClock©. Requests will be considered based on the legitimate business needs of the District at the time the request is submitted. A separate request is required each time the employee requests makeup time.

If an employee requests time off that is to be made up later in the week, the employee must submit the request at least 24 hours in advance of the desired time off. If the employee requests to make up time prior to taking time off, the employee must submit the request at least 24 hours before working the makeup time. Makeup time requests must be approved in TimeClock© before the employee takes the requested time off or works the makeup time, whichever is first.

All makeup time must be worked in the same work week as the time taken off. Employees may not work more than 11 hours in a day or 40 hours in a workweek as a result of making up time that was or would be lost due to personal obligations.

If an employee takes time off and is unable to work the scheduled makeup time for any reason, the hours missed will normally be paid by PTO. However, your supervisor may arrange with you another day to make up the time if possible, based on scheduling needs. If an employee works makeup time in advance of time they plan to take off, the employee must take that time off, even if the employee no longer requires that time off.

An employee's use of makeup time is completely voluntary. The District does not encourage, discourage, or solicit the use of makeup time.

5.22 Personnel Records

Employees have a right to inspect certain documents in their personnel file, as provided by law, in the presence of a District representative at a mutually convenient time. If requested, a copy of an employee's personnel file will be provided to them within thirty (30) days at the cost of copying the files. Employees may add comments to any disputed item in the file.
The District will restrict disclosure of personnel files to authorized individuals within the District. Any request for information contained in personnel files must be directed to the Personnel Manager. Only the District Administrator or Payroll Department is authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited. However, the District will cooperate with requests from authorized law enforcement or local, State, or Federal agencies conducting official investigations and as otherwise legally required. Under the California Public Records Act, personnel files are private, but the District can be mandated to release information including, but not limited to, names of employees and salary information.

5.23 Names and Addresses

The District is required by law to maintain employees' names and current addresses. Employees are responsible for notifying the District in the event of a name or address change.

5.24 Reduction in Force

Due to lack of work or lack of funds the District may need to restructure or reduce its workforce. If restructuring operations or reducing the number of employees becomes necessary, the District will attempt to provide advance notice, if possible, to help prepare affected individuals. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

In determining which employees will be subject to layoff, the District will take into account, among other things, requirements for continued operation of District functions, the skill,

productivity, ability, and past performance of those involved, as well as seniority in current position.

The District Administrator shall prepare and submit a layoff list to the Board of Directors. Each employee subject to layoff shall be given written notice of layoff. This notice shall state the effective date and reason for such layoff.

The District recognizes its obligation to meet and confer with the Union over the decision to layoff and the impacts of any proposed layoff.

5.25 Voluntary Termination

Voluntary termination results when an employee voluntarily resigns his or her employment, or fails to report to work for three consecutively scheduled workdays without notice to, or approval by, his or her supervisor. All District-owned property, including vehicles, keys, uniforms, identification badges, and credit cards, must be returned immediately upon termination of employment.

5.26 Internal Transfers

The District will post vacancies that are open for promotional opportunities and lateral transfers, allowing for interviews of those employees that wish to apply, to the extent that those applying for such transfer or promotional opportunity are qualified for such position(s).

ARTICLE 6

DRUGS AND ALCOHOL POLICY

6.1 Drug and Alcohol Abuse

The District is concerned about the use of alcohol, illegal drugs, or controlled substances as they affect the workplace. Use of these substances, whether on or off the job, can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to the District. In addition, the use or possession of these substances on the job constitute a potential danger to the welfare and safety of other employees and expose the District to the risks of property loss or damage, or injury to other persons. Inappropriate use of prescription drugs and/or over-the-counter drugs may do the same.

The following rules and standards of conduct apply to all employees either on District property or during the workday (including meals and rest periods). Behavior that violates District policy includes:

1. Possession or use of an illegal or controlled substance, or being under the influence of an illegal or controlled substance while on the job;

2. Driving a District vehicle while under the influence of alcohol or an illegal or controlled substance;

3. Distribution, sale, or purchase of an illegal or controlled substance while on duty or in the workplace.

4. Reporting to work under the influence of alcohol, illegal drugs or any other controlled substance.

5. Use of alcohol, illegal drugs or any other controlled substance while on duty or in the workplace.

6. Misuse of prescription drugs or over the counter drugs while on duty or in the workplace.

Violation of these rules and standards of conduct will not be tolerated. The District also may bring the matter to the attention of appropriate law enforcement authorities.

In order to enforce this policy, the District reserves the right to conduct searches of any and all the District property, including desks and lockers, and to implement other measures necessary to detect and deter abuse of this policy. No employee should assume that any area on District property is private. The District reserves the right to enter and search any desk or locker in the workplace.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off District property will not be tolerated because such conduct, even though off duty, reflects adversely on the District. In addition, the District must keep people who sell or possess controlled substances off the District's premises in order to keep the controlled substances themselves off the premises.

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well being of others, must notify a supervisor of such use immediately before starting or resuming work.

The District will encourage, and reasonably accommodate, employees with alcohol or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. The District is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use, nor is the District obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the District's treatment of employees who violate the regulations described previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

All District employees are subject to drug and alcohol testing under Federal and State guidelines allowing for "reasonable suspicion testing" as follows:

Reasonable suspicion testing is authorized when management believes an employee is using illegal drugs or alcohol. It is appropriate to request a reasonable suspicion drug and alcohol test when any of the following conditions exist:

1. Direct observation of drug use and/or the physical symptoms of being under the influence of drugs or alcohol.

2. A pattern of abnormal conduct or erratic behavior.

3. Arrest or conviction for a drug related offense; or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking.

4. Information that is either provided by reliable and credible sources or independently corroborated.

5. Newly discovered evidence that the employee has tampered with a previous drug test.

ARTICLE 7

EMPLOYEE BENEFITS

7.1 Introduction

An employee holding a full-time or regular part-time position will be entitled to District benefits according to the following employment classification:

A. Full-time employees who are regularly scheduled for 40 hours per week and maintain 40 paid hours per week:

   Benefits begin on the first of the month following the first thirty days of regular employment. To maintain eligibility for benefits, paid hours must average a trailing twelve (12) month basis, unless unpaid absences are due to approved FMLA leave or a preapproved leave of absence. Employees falling below the 40 hour threshold will be reviewed and may be subjected to the part time benefit formulas list in paragraphs (B), (C), and (D) of this article.

B. Regular part-time employees who work an average of 30-39 hours per week;

   Benefits begin on the first of the month following the first thirty days of regular employment. Such part-time employee must maintain a minimum of 30 hours per week of work. To maintain eligibility for benefits, hours worked will be monitored on a trailing twelve (12) month basis and will be calculated every quarter. The trailing 12 month period will begin on the first day of the pay period following the "hours worked" eligibility requirements for that level of benefits.

C. Regular part-time employees who work an average of 20-29 hours per week

Benefits begin on the first of the month following the first thirty days of regular employment. Such part-time employee must maintain a minimum of 20 hours per week of work. To maintain eligibility for benefits, hours worked will be monitored on a trailing twelve (12) month basis and will be calculated every quarter. The trailing 12 month period will begin on the first day of the pay period following the "hours worked" eligibility requirements for that level of benefits.

D. Part-time employees who work an average of less than 20 hours per week:

Part-time employees in this category and temporary, seasonal, on-call, volunteers, and Independent Contractors only qualify for participation in the retirement program as required by CalPERS. These employees do not qualify for any other benefits.

7.2 Rules for Part-time Employees: Hours Worked, Eligibility and Review Periods for Paid Time-Off Benefits.

1. Definition of Hours Worked

Whenever "hours worked" is mentioned in the District Benefits section, it refers to actual hours an employee works, and includes the number of hours the employee was paid, including holidays, personal time leave off, and credit allowed for unpaid holidays.

If the part-time employee did not meet the required level of hours to reach a benefit level during the first month of employment, he or she will be re-examined at the end of each subsequent month using the most recent trailing twelve months' data. Upon reaching the threshold for average hours, the part-time employee will then qualify for the appropriate benefit coverage.

2. Increased Qualification

An employee who initially meets the 20-29 average hours worked per week level of benefits, may at a later date qualify for the 30-39 average hours worked per week level of benefits. After initial qualification, the employee will be monitored on a monthly basis to verify whether he or she meets the required level of hours to reach the 30-39 average hours worked per week level of benefits. If so, the increased level will begin.

3. Maintaining Benefits

Once an employee meets the required number of working hours to become eligible for a specific level of benefits, he or she will be monitored on a trailing 12-month basis to verify that he or she still meets the "hours worked" criteria for that level of benefits. The

trailing 12-month period will begin on the first day of the pay period following the "hours worked" eligibility requirement for that level of benefits.

4. Reinstatement of Benefits

If an employee fails to meet the minimum number of hours required to maintain a level of benefits at the quarterly review date, the employee will thereafter be monitored on a monthly basis to determine if he or she qualifies for reinstatement of benefits. (The criteria used to determine the level of reinstated benefits is the same as for qualification of benefits above.)

Benefits such as Holiday Pay and Personal Time Leave will be reinstated beginning the first day of the pay period following the re-qualification date.

7.3 Leaves – General – See also District Personnel Policy Manual

7.3.1 Eligibility for Leave

All full-time and regular part-time employees who work at least an average of 20 hours per week are entitled to leaves. For part-time employees of 20 or more hours, the amount of leave shall be proportional to the number of hours they work is to full-time.

7.3.2 Personal Time Leave (PTO)

Personal Time Leave is leave which may be used for either illness or vacation. For a full-time employee it shall be calculated as follows:

a. 0-90 days of employment: No PTO or Sick Leave Pay may be taken

b. 91 days – 6 months of employment: No planned vacations using PTO may be taken. Sick Leave or PTO may be used for sick pay.

c. Date of Hire to end of Second (2nd) year: .0635 / hr or 132 hours/year, with a cap of 452 hours.

d. Beginning of third (3rd) year to end of fifth (5th) year: .0846 / hr or 176 hours/year, with a cap of 496 hours

e. Beginning of sixth (6th) year to end of tenth (10th) year: .1038 / hr or 216 hours/year, with a cap of 536 hours

f. Beginning of eleventh (11th) year and forward: .1231 / hr. or 256 hours/year, with a cap of 576 hours.

g. Beginning of the Sixteenth (16th) year and forward: .1423 / hr. or (296) hours/year with (cap of 616 hours)

Employees hired after July 1, 2014: PTO

a. 0-90 days of employment: No PTO or Sick Leave Pay may be taken

b. 91 days – 6 months of employment: No planned vacations using PTO may be taken. Sick Leave or PTO may be used for sick pay.

c. Date of Hire to end of Second (2nd) year: .04763 /hr or 99 hours/year, with a cap of 339 hours.

d. Beginning of third (3rd) year to end of fifth (5th) year: .0635 /hr or 132 hours/year, with a cap of 372 hours.

e. Beginning of sixth (6th) year to end of tenth (10th) year: .0779 /hr or 162 hours/year, with a cap of 402 hours.

f. Beginning of eleventh (11th) year and forward: .09233 /hr or 192 hours/year, with a cap of 432 hours.

g. Beginning of the Sixteenth (16th) year and forward: .1067 / hr or (222) hours/year with a cap of 462 hours.

Personal Time Leave accrual is capped. When an employee accrues Personal Time Leave in excess of 320 hours (240 hours if hired after March 31, 2014) beyond the number of hours which that employee can earn during one year, the employee shall cease accruing Personal Time Leave until he or she has used sufficient time to reduce it to the cap. For example, if a 7th year employee ends the year with 536 hours (402 hours if hired after March 31, 2014), he/she will not accrue any additional Personal Time Leave until he/she has used some hours. If during the first month the employee uses 80 hours, he/she shall then begin accruing hours until he/she is once again at 536 (402 hours if hired after March 31, 2014) hours. The District does not grant retroactive compensation for any period of time during which employee was unable to accrue Personal Time Leave because his or her Personal Time Leave had reached capacity. Accrual depends upon employment status and years of active service. Active service commences with an employee's first day of work and continues thereafter unless broken by an absence without pay, a leave of absence, or termination of employment. Part-time employees accrue Personal Time Leave on a pro rata basis. Employees on unpaid leave and seasonal or temporary employees do not accrue Personal Time Leave. An employee may not use paid time off before its accrual.

Personal Time Off Buy-Out:

The District will allow employees to buy out PTO time on the following conditions:

1. Employee may only buy PTO time down to 80 hours
2. Employees will be allowed to buy down PTO twice per year, June 1st and December 1st of each year.
3. The buy down rate will be one day of PTO time for each day bought out. PTO time may only be bought out in 8 hour increments

Upon leaving employment with the District, Personal Time Leave will be paid out based on the amount accrued as of the date of termination of employment. It shall be paid at the employee's then-current hourly rate.

Personal Time Leave may be taken any time after six months of employment, whenever work schedules permit. An employee wishing to use Personal Time Leave must request such time at least two (2) weeks in advance from his or her department manager. All Personal Time Leave must be approved by the department manager and/or the District Administrator. Due to the seasonal operational requirements of the District, Personal Time Leave may not be used by more than one departmental employee at a time unless approved by the department manager and the District Administrator. Unless agreed and voted upon by a department, the following will apply: when two or more employees on the same shift request the same personal leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred Personal Time Leave on a first-come, first serve basis. In order to give all employees the opportunity to take Personal Time Leave in preferred seasons, seniority "bumping" is allowed one time per year, per employee. The District Administrator or designee shall make final determinations and must approve employee Personal Time Leave schedules in advance.

Personal Time Leave used as sick time is subject to the following rules:

1. The District, through the District Administrator, reserves the right to require medical evidence of illness and/or medical certification of fitness for duty to return to work whenever an employee misses work due to an illness, injury or disability. The District may withhold Personal Time Leave if it suspects that Personal Time Leave has been misused.

2. Personal Time Leave used for illness, injury, or disability that results in an absence of more than three (3) consecutive days may require that the employee bring a doctor's note to excuse such absence as well as release the employee for full duty.

3. The District will not tolerate abuse or misuse of the Personal Time Leave privilege.

7.3.3 Workers' Compensation Leave

Available leaves, including Personal Time Leave, may be used to coordinate with workers' compensation benefits. Workers' compensation leave runs concurrently with the maximum 12 weeks of Family/Medical Leave.

7.3.4 Bereavement Leave

Bereavement absences with pay in the event of the death of an employee's immediate family member shall be limited to not more than three (3) days during each twelve (12) - month period. The employee's immediate family is defined to include spouse, domestic partner, child, domestic partner's child, brother, sister, parents or spouse's parents. Bereavement leave will not be charged to an employee's Personal Time Leave. An employee requiring more than three (3) days of bereavement leave may use Personal Time Leave for the excess time.

7.3.5 Personal Days

Upon successful completion of the probationary period, full-time employees receive one (1) personal day to be used on the date of their choice. One personal day is earned each year.

Personal Days may not be accrued. Use of the Personal Day must be scheduled with their Supervisor at least one (1) week in advance.

7.3.6 Unpaid Leaves of Absence

The District may grant leaves of absence to employees in certain circumstances. A request or an unpaid Leave of Absence should be made in writing as far in advance as possible. During such a leave, employees should keep in touch with their supervisor or the personnel manager, and give prompt notice of any change in their anticipated return date. If the leave expires and the employee fails to return to work without contacting his/her supervisor or the department manager, the District will assume that the employee has abandoned his/her job. Under most circumstances, upon return from a leave of absence, the employee will resume all aspects of his/her employment status that existed prior to the start of the leave.

During an unpaid Leave of Absence, the District will not continue to pay premiums for health, life or dental insurance coverage, except where required by law. However, employees may self-pay premiums under the provisions of COBRA. The Administrative Services Manager can provide additional information.

7.3.7 Family/Medical Leave

Any leave which qualifies under the Federal Family and Medical Leave Act or the State of California Family Rights Acts will be counted as family/medical leave and charged to the employee's entitlement to 12 workweeks of family/medical leave in a 12-month period. Benefits shall be continued during the Family/Medical Leave and salary will be paid for such time as the employee takes concurrent Personal Leave. If Personal Time Leave is available, it must be used concurrently with Family/Medical Leave.

7.3.8 Leaves – General

Any employee taking personal, medical (including FMLA, CFLA, pregnancy) family, or leave of absence will use all Personal Time Leave concurrently with the leave.

7.3.9 Personal Leave of Absence

A personal leave of absence without pay may be granted at the discretion of the District Administrator. Requests for personal leave should be limited to unusual circumstances requiring an absence of longer than two weeks. Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay. This leave can be a combination of Personal Time Leave and/or leave without pay.

A leave of absence may be taken in one or more periods and may not exceed a total of twelve (12) weeks during a twelve (12) month period beginning with the date of the commencement of the leave. Twelve weeks is defined as sixty (60) workdays.

7.3.10 Concurrent Personal and Family/Medical Leave

Any leave taken under this provision that qualifies as leave under the state and/or federal Family and Medical Leave Acts will be counted as family/medical leave and charged to the employee's entitlement of 12 workweeks of family/medical leave in a 12-month period.

7.3.11 Jury Duty and Witness Leave

The District encourages employees to serve on jury duty when called. Non-exempt employees who have completed their probationary periods will receive full pay while serving up to 20 days of jury duty. Employees should notify their supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. The employee may be requested to provide written verification from the court clerk of performance of jury service. If on any day work time remains after any day of jury selection or jury duty, the employee will be expected to return to work for the remainder of his/her work schedule.

Fees Paid by the Court

Employees may retain any mileage allowance paid by the court for jury services. Other fees for jury services shall be endorsed over to the District.

7.3.12 Military Leave

Military leave shall be provided in accordance with the law. Employees who wish to serve in the military and take military leave should contact the Administrative Services Manager for information about their rights before and after such leave. Employees are entitled to reinstatement upon completion of military service, provided the employee's return or apply for reinstatement within the time allowed by law.

7.3.13 Time Off for Voting

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two hours combined. Under these circumstances, an employee will be

allowed a maximum of two hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give his or her supervisor at least two days notice.

7.3.14 Volunteer Firefighters and Peace Officers

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel. Employees are also eligible for unpaid leave for required training. If an employee is an official volunteer firefighter, the employee should alert his/her supervisor that the employee may have to take time off for emergency duty. If possible, when taking time off for emergency duty, the employee should alert his/her supervisor before doing so.

7.3.15 Benefits During Unpaid Leave of Absence

An employee on an unpaid leave of absence does not accrue Personal Time Leave benefits. The period that an employee is on unpaid leave of absence is not considered time worked for purposes of determining eligibility for or the amount of any benefit provided by the District, unless required by law or policy. When an employee returns from an unpaid leave of absence, the eligibility and accrual dates for all benefits for which the employee is eligible will be adjusted to reflect the period of such leave. If a paid holiday falls during the period an employee is on an unpaid leave of absence, the employee will not be eligible for holiday pay.

7.3.16 Transfer of Leave Credits

Upon request of an employee and upon approval of the District Administrator, or designee, Personal Time Leave credits can be transferred from one or more employees to another employee when the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's child, step-child, adopted child, parent, spouse, domestic partner who has been defined and certified with the Secretary of State's office in accordance with the Family Code Section 297, spouse's or domestic partner's parent, brother, sister, or other person residing in the immediate household.

The following regulations apply to transfer of leave credit:

a. The receiving employee must have exhausted all leave credits.

b. The donations must be a minimum of ½ day (four hours) and will be credited as Personal Time Leave.

c. Transfer of credits may be across departmental lines.

d. A maximum of 75% of accrued Personal Time Leave time may be donated.

e. All donations of Personal Time Leave shall be anonymous.

7.4 Holidays

1. All full-time employees of the District shall be entitled to the following twelve holidays per year with pay:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Fourth of July (observed)
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day

When a holiday falls on a Sunday, the District will observe the holiday on Monday. When the holiday falls on a Saturday, the District shall observe the holiday on Friday.

An employee is only eligible for Holiday Pay if he or she is available for work on his or her scheduled workdays immediately preceding and following the holiday, i.e., not on Personal Time Leave or leave of absence for any reason. The District Administrator may use discretion when enforcing this policy.

Full-time employees who are scheduled to work on District holidays will receive eight (8) hours of holiday pay, plus straight time at the regular pay rate for the number of hours worked on the holiday. For example, if eight (8) hours were worked on the holiday, the employee would receive eight (8) hours of holiday pay, plus eight (8) hours of regular pay.

The Supervisor and the employee may agree to substitute one (1) alternate day off during the same pay period in lieu of the holiday. Time worked on the holiday would be paid at straight time. For example, if eight (8) hours were worked on the holiday and substituted for an alternate eight-hour day, the net effect would be eight (8) hours paid time and eight (8) hours off.

2. For each holiday listed above, Regular Part-time Employees who meet and maintain the 20-29 or 30-39 average hours worked per week requirement receive holiday pay for the average daily hours worked. The average daily hours worked is calculated by using the number of hours the employee worked during the most recent two pay periods, based upon a five-day workweek. (i.e., Total hours worked divided by twenty days equals average daily hours). A maximum of eight hours per holiday may be earned. This becomes effective after the employee successfully completes the probationary period and meets the minimum hours worked per week requirement.

7.5 Benefits

7.5.1 Insurance Benefits

Each employee should consult the applicable Insurance Provider information packet for more detailed information concerning eligibility, co-payments, other charges, and benefits. Employees are required to meet all co-payment requirements and regulations of the Insurance Provider.

7.5.2 Medical Health Insurance Benefits

Medical insurance benefits become effective on the first day of the month following the first full month of continuous service. Coverage is available for full-time employees and their dependents and for regular part-time employees who work an average of 30 hours per week and their dependents. Part-time employees who average less than 30 hours per week, seasonal employees, temporary employees, on-call employees, volunteers and independent contractors are ineligible for medical benefits.

The District contribution is made in accordance with the allowable rate as allocated by current union agreements and policies adopted by the Board of Directors.

1. Open Enrollment

An employee may change providers or coverage once a year during the Mid-Sept through Mid-October open enrollment period. Employees experiencing a change in family status may change benefits to reflect this change at any time during the year.

2. Eligibility Requirement

A part-time employee must average a minimum of 30 actual hours worked per week for a minimum of 30 days of continuous employment in order to be eligible for any medical insurance benefits.

If the employee did not meet the required level of hours to become eligible for medical insurance benefits during the first thirty days of employment, he or she would be monitored each following month to verify if he or she then qualified.

3. Review Periods

Once an employee meets the required number of weekly working hours to become eligible for medical insurance benefits, he or she will be monitored on a monthly basis to verify that he or she still meets the eligibility requirement. If the employee fails to meet the eligibility requirement at the monthly monitoring date, the employee will be allowed to maintain medical insurance coverage by paying the full cost of premiums in accordance with COBRA provisions.

It is the responsibility of the employee to monitor the hours worked.

4. Re-instatement of Benefits

If an employee failed to meet eligibility requirements to maintain medical insurance benefits at the monthly review date, the employee will thereafter be monitored on a monthly basis to verify if he or she then qualifies for a reinstatement of benefits.

Medical insurance benefits will be reinstated beginning the first day of the month following the re-qualification date, if the re-qualification date is within 6 months from the date of loss of benefits. If the re-qualification date is more than 6 months from the date of loss of benefits, the employee will be subject to a waiting period determined by the insurance provider.

Health and Welfare Benefits Detail

CalPERS Medical plan available to Union-represented employees

As per CalPERS policy, employees have a choice of multiple medical providers.

The Administrative Services Manager has detailed information regarding each of these plans, including sub classifications that some of these plans offer.

For Union-represented employees, the District shall contribute the following maximum premium amounts toward any plan chosen by an employee:

$530 for a single employee

$1000 for an employee and dependent

$1300 for a family plan

1. Open Enrollment

An employee may change providers or coverage once a year during the Mid-September through Mid-October open enrollment period. Employees experiencing a change in family status may change benefits to reflect this change at any time during the year.

ELIGIBLE PART TIME EMPLOYEES (30-39 HOURS)

Eligible part-time employees working 30 – 39 hours per week will be able to obtain medical coverage. The District will contribute $397.50 (75% of $530) towards their plan of choice through CalPERS. Coverage is for employee only and no dental or life insurance is provided.

a. For purposes of calculating insurance coverage of part time employee's if the employee is on Disability, Workers Compensation, or medical Leave for at least one (1) week, that period of time away from the District for medical reasons will not be used in averaging hours during a twelve (12) month period.
b. Part time employees who average less than 30 hours per week, seasonal employees, temporary employees, on call employees, volunteers and independent contractors are ineligible for medical benefits.

7.5.3 Dental Insurance Benefits

The District offers group dental insurance coverage for full-time employees. Part-time employees, seasonal employees, temporary employees, on-call employees, volunteers and independent contractors are ineligible for dental benefits.

Dental insurance benefits become effective on the first day of the month following one full month of continuous service. The District will contribute to dental insurance benefits premiums for full-time employees in accordance with the allowable rate as allocated by current union agreements and policies adopted by the Board of Directors. A full-time employee may elect optional coverage for dependents.

7.5.4 Life Insurance Benefits

The District will provide a $50,000 limited Life Insurance Policy for all full-time employees. Part-time, seasonal employees, temporary employees, on-call employees, volunteers and independent contractors are not eligible for life insurance benefits.

7.5.5 COBRA Continuation of Benefits

Information will be provided to all employees enrolled in the medical and dental insurance programs upon loss of eligibility for benefits, concerning options for extending insurance coverage for a limited period of time in accordance with both federal and state law. Under COBRA, the employee is responsible for payment of the cost of all premiums. The District has the right to charge employees a two percent (2%) fee for administrative costs.

7.5.6 Non –Work Related Activities and Programs

The District or its insurer are not liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

7.5.7 Retirement Benefits

Social Security is an important part of every employee's retirement benefit. The District pays a matching contribution to each employee's Social Security taxes.

The District also participates in the California Public Employee Retirement System (CalPERS) 2% at 55 retirement plan. According to guidelines established by CalPERS, all eligible employees must participate in this program. Contributions to CalPERS will be made by the District and by the employee in accordance to the guidelines established in the contracts and resolutions between the District and CalPERS, and in accordance with current union agreements and policies adopted by the Board of Directors.

In 2013, the State of California passed a law mandating that all new government employees share 50% of CalPERS retirement premiums.

Refer to the CalPERS literature for a complete description of eligibility and services. You may obtain this information from the Administrative Services Manager.

The District also provides a Section 457 deferred compensation plan and/or a 457 Roth plan for eligible employees. The District will match up to $250 total per fiscal year for full time employees towards the 457 deferred compensation plan and/or the 457 Roth plan. Part time employees will be eligible for 75% of the matching funds, or $187.50 total per fiscal year. This matching benefit will be reviewed annually and will only be available if the Board of Directors determines it is reasonable within the District's budgetary restrictions. . For information regarding eligibility, contributions and benefits contact the Administrative Services Manager. All eligible participants will receive a summary document.

7.5.8 Disability Insurance

Each employee contributes to the State of California to provide disability insurance mandated by the California Unemployment Insurance Code. Contributions are made through a payroll deduction. Disability insurance is payable when an employee cannot work because of illness or injury not caused by employment at the District or when the employee is entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. Specific rules and regulations governing disability are available from the State of California Employment Development Department.

The District will withhold employee contributions for Paid Family Leave in accordance with the law.

7.5.10 Employee Discounts

The following employee program discounts are available:

a. Facilities: Full-time employees shall receive a 25% discount on rentals at the C level rate. Part-time employees shall receive a 15% discount on rentals at the C level rate.

b. Classes: Full-time employees and their dependents must pay 50% or the instructor's portion of classes, whichever is more, on a space available status only. In classes where enrollment is limited, the employee must pay the regular fee in order to reserve a space, or wait until the first day of the class and pay the reduced fee, if space is still available.

c. Classes: Part-time and seasonal employees and their dependents must pay 75% (25% discount) or the instructor's portion of classes, whichever is more, on a space available status only. In classes where enrollment is limited, the employee must pay the regular fee in order to reserve a space, or wait until the first day of the class and pay the reduced fee, if space is still available.

d. Other programs: Full-time or regularly scheduled part-time employees who wish to enroll their children in day camp or discovery club will be allowed to enroll at a 50% discount. (Seasonal and temporary employees are excluded from this discount.) All registration fees, enrichment activity costs within the program and extra fees for minimum days are at full price.

e. Recreational Swim: All employees and their families will be entitled to "free" admission to the Marsha Skinner Memorial/Sierra and Placer Hills Pools. A list of eligible staff and family members will be maintained at each pool. Employees and their families who do not submit a list of names will be responsible for paying the daily entry fee to the pool

f. There will be no Out of District charges for all employees who reside outside of the District.

7.5.11 External Employee Education

Some employees may need to attend training programs, seminars, conferences, lectures, meetings, classes, courses or other outside activities for the benefit of the District or the individual employees if the training directly relates to the employees' job responsibilities. Attendance at such activities, whether mandated by the District or requested by the individual employee, requires written approval of the District Administrator. An employee wishing to attend any of the activities listed above must submit a written request detailing all relevant information, including date, hours, location, cost, expenses, and the nature, purpose, and justification for attendance.

For attendance at events required or authorized by the District, customary and reasonable expenses will be reimbursed upon submission of proper receipts and advanced approval of the District Administrator. Acceptable (reimbursable) expenses generally include registration fees, materials, meals, transportation, and parking.

Time spent in attendance at authorized outside activities will be considered hours worked for non-exempt employees and will be compensated in accordance with normal payroll practices.

Neither reimbursement nor credit for time in attendance shall be provided for an employee's voluntary attendance, outside of normal working hours, at formal or informal educational sessions, even if such sessions may lead to improved job performance. While the District generally encourages all employees to improve their knowledge, job skills, and qualifications, such activities do not qualify for reimbursement or compensation under this policy unless prior written approval is obtained.

7.5.12 Promoting Healthy Bodies

The District's mission is to promote activities that enrich the lives of our citizens and employees. As such, the District encourages all employees to join a health club/gym that offers those types of activities that promote cardiac health, weight loss, weight maintenance, aerobics, etc. The District will contribute 50% of membership dues (up to a maximum of $25.00 per month, or $300 per year) for "employee only" memberships at a licensed, full service health club. Employees must pay for their membership in full and present a receipt to the accounting department for reimbursement. This benefit is available to all employees who work a minimum of 20 hours per week.

7.5.13 Hepatitis Vaccinations

The District will pay for the series of three Hepatitis vaccinations for all employees who have the potential to be exposed to the disease. It is understood that such vaccinations are on a purely voluntary basis and that the District does not require any employee to participate in the procedure.

7.5.14 <u>Boot Reimbursement and Uniform Allowance</u>

The District provides an annual boot and uniform allowance of $500 or $250 per employee to the following classifications:

Facilities and Grounds supervisor,
Facilities and Grounds park worker
Facilities and Grounds Senior Park Worker/pool operator
Facilities and Grounds worker, custodian
Facilities Attendant coordinator

Beginning July 1 of each year the District, at its own cost, will annually provide five (5) T-shirts and one CarHart type work jacket (every other year; only for employees that work a majority of their time outdoors) with ARD logo and staff identification to each covered employee in the classifications referenced. Female District employees will be provided women's t-shirts and will purchase their own approved women's pants using the uniform allowance described above.

Each covered employee in the referenced classifications will purchase the following:

1. An approved* pair of work boots
2. Approved work pants
3. Any other approved workwear such as gloves, hats, socks etc or any other apparel worn exclusively while working in ARD facilities and parks.
4. Rain Gear shall be included in the allowance
5. For employees primarily working inside buildings, the uniform allowance shall be $250. For those employees assigned to inside and outside work, but work outside more than 50% of their scheduled hours, the allowance shall be $500, with identical conditions as noted above.
6. Jackets are supplied every other year to:

    Facilities and Grounds Supervisor
    Facilities and Grounds Park Worker
    Facilities and Grounds Senior Park Worker/pool operator
    Facilities and Grounds worker, custodian
    Facilities Attendant Coordinator

The uniform allowance, inclusive of the T-shirts and jackets, is considered taxable income to the employee by the IRS. As such, the District will "gross up" affected employee's income on the value of the T-shirts and jackets to make it tax neutral. The $500 (or $250) uniform allowance is taxable income to each affected employee.

All employees covered under the uniform allowance shall wear ARD logo apparel at all times while on duty.

For new employees, the uniform allowance shall be provided after the first 60 calendar days of employment.

*approved boots must be of high quality and waterproof.

ARTICLE 8

DISCIPLINARY ACTION

A. Any employee may be subjected to personnel action.

1. As used here-in, "personnel action" may include, but is not limited to, dismissal or other disciplinary action, such as reduction of pay, suspension from duties, demotion, or disciplinary probation.

2. Rules outlining acceptable conduct of employees are necessary for the orderly operation of any business or organization and for the benefit and protection of the rights and safety of all employees. Examples of impermissible conduct that may lead to disciplinary action are identified below to promote an understanding of what is considered to be unacceptable conduct and to encourage consistent action by ARD in the event of a violation. However, it is impossible to provide an exhaustive list of all types of conduct that may result in disciplinary action. The following list will, therefore, contain only some examples of conduct that may lead to disciplinary action, including possible termination.

B. Examples of Grounds for personnel Action, but not limited to:

Fraud in securing job position

Incompetency

Inefficiency

Inexcusable neglect of duty

Insubordination

Dishonesty

Being under the influence of alcohol or drugs while on duty

Absence from the workplace without notification and approved leave

Conviction of a felony or conviction of a misdemeanor, which is of such nature as to affect the employee's ability to perform the duties and responsibilities of their position. A plea of guilty or a conviction following a plea of no contest is deemed to be a conviction within the meaning of this section.

Discourteous treatment of the public or other employees

Improper political activity as governed by the Federal Hatch Act and the California Government Code

Willful disobedience

Any failure of good behavior, either during or outside of duty hours which is of such nature that it causes discredit to the District

Physical or mental disability which prevents the employee from performing essential job functions of their duties and responsibilities as determined by competent medical authority

Failure to possess or keep in effect any license or certificate required in the job description of the position.

C. Any employee violating the District's personnel policies and / or the rules and regulations of employee conduct may also be subject to disciplinary action.

D. Persons Authorized to Initiate Personnel Action

The District Administrator or direct supervisor shall have the authority to initiate personnel action against an employee.

E. Dismissal of Personnel

Discharge is the permanent removal of an employee from service. The District Administrator has the authority to dismiss any employee who has clearly failed to meet established performance or behavior standards

F. Disciplinary probation

Any employee may be place on disciplinary probation status for a period of up to ninety (90) days at any time by the District Administrator, when in the District Administrator's opinion; the employee is not meeting the performance or conduct standards of the District. The District Administrator will determine, upon completion of the disciplinary probationary period, whether an employee will be continued on disciplinary probation; subject to other personnel action; dismissed; or retained as an employee in good standing.

G. Personnel Action Procedures and Appeal

Notice of Proposed Action

1. The employee normally will be given advance notice of dismissal or other proposed personnel action. The employee will be given ten (10) calendar days to respond to the Notice of Proposed Personnel Action or Dismissal. The employee can respond orally or in writing to the District Administrator or designee. However, if the District Administrator has reasonable cause to believe that retention of an employee pending review, or their response to the Notice of Proposed Personnel Action, will result in damage to the employee, fellow workers, or the general public, then the District Administrator or may suspend

said employee immediately without pay and without benefits pending the employee's response and pending any appeal or hearing.

2. The proposed personnel action or proposed dismissal shall be served on the employee, either personally or be registered or certified mail and first class mail. All timelines in this section shall be extended five (5) calendar days for mailing.

3. During the notice period, the employee is on normal pay status and normally remains on the job unless said employee has been suspended without pay and benefits pending termination. An employee will not be paid during the notice period if he or she is unavailable to work, absent without leave, or in jail.

4. Contents of the Notice of Intent to Suspend, Discipline or Proposed Dismissal shall include:

    a. A statement of the nature of the personnel action identifying suspension, demotion, reduction of pay, disciplinary probation, and/or dismissal.

    b. The effective date of the action

    c. A statement of the reasons for such personnel action to allow the employee a fair opportunity to refute the charges

    d. A statement advising the employee of his or her respond to the Notice of Proposed Action to the District Administrator; the procedure and time limit in which an appeal must be made; and the required content of the appeal notice.

5. Response

    An employee may respond orally or in writing with respect to any dismissal or personnel action to the District Administrator or his designee within ten (10) calendar days of receiving a Notice of Proposed Dismissal or Notice of Proposed Personnel Action. The timeline shall be extended five (5) calendar days for mailing. After considering such response or lack of response the District Administrator or his designee shall render a decision supporting dismissing or modifying the Notice of Proposed Action.

    When the decision of the District Administrator or his designee orders discipline in the form of suspension without pay, reduction in pay, demotion or termination from employment, the employee or the Union may request an appeal before an arbitrator in accordance with Article 10.

6. Failure to File Appeal Notice

If the employee against whom personnel action is filed fails to file an appeal or Notice of Appeal within the time specified, the personnel action shall be deemed final.

H. Maximum Period of Suspension

Any suspension invoked under this section against any one person shall not exceed ninety (90) days in any twelve (12) month period.

I. Citizen's Complaints

Complaints filed by an individual against any person in the District shall be verified and supported by an affidavit of one or more witnesses.

J. The District will provide an appropriate venue to assure that privacy and confidentiality are maintained for disciplinary/counseling sessions.

ARTICLE 9

GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a detailed, written allegation that there has been a violation, misinterpretation, or misapplication of the specific written terms of this agreement.

2. A grievant is an employee or the Union making the claim

3. A day referred to in this article means any day on which the District's central administrative offices are open for business.

B. Informal Level

1. Within seven (7) days of the alleged violation, a grievant shall informally discuss the claim with his/her supervisor.

C. Formal Level

1. Level One

a. Within seven (7) days of the informal conference and if no resolution has been reached, the grievant may present a grievance in writing on the prescribed District form to his/her supervisor.

b. The grievance shall be clear, legible, and a concise statement of the facts and the specific provisions of the agreement that have allegedly been violated.

2. Level Two

a. If the grievant is not satisfied with the decision at Level One, the grievant may appeal using the prescribed District form to the District Administrator within seven (7) days of receiving the Level One decision.
b. The appeal shall include copies of all information from preceding levels and a clear, legible, and concise statement of the reasons for the appeal.

3. Level Three

a. If the grievant is not satisfied with the Step Two decision, within ten (10) grievant working days after the termination of Step Two the grievant may submit a written request to the District Administrator requesting the appointment of a mediator to hear the grievance in an attempt to resolve the grievance.

b. The request shall include a copy of the original grievance, the Step two decision, and a clear, concise statement of the reasons for the request.

D. Within three (3) grievant working days of receiving the request, the District Administrator shall request the California SMCS to appoint a mediator to mediate the grievance, unless the District and the grievant are able to agree to a mediator.

E. The mediation shall be held within fifteen (15) calendar days of the receipt of the Step Three request by the District Administrator, unless the SMCS is unable to provide a mediator within that period, in which case the mediation shall occur as soon as possible.

F. The mediation process shall be confidential.

G. If the mediation results in an agreement between the parties that resolves the grievance, the agreement will be reduced to writing.

H. Discussions during the mediation process, including, but not limited to, any offers of settlement or admissions, may not be used by either party in the subsequent grievance process.

I. All costs for services of the mediator, including, but not limited to, per diem expenses, and travel and subsistence expense, will be borne equally by the District and the Union if the parties opt to use a mediator/advisory arbitrator that is not provided by the SMCS. All other costs will be borne by the party incurring them.

1. Level Four

a. If the grievant is not satisfied with the decision at Level Three, the grievant may appeal to Arbitration as stated in Article 10 of this MOU.

b. The decision of the Arbitrator regarding the grievance shall be final.

ARTICLE 10 ARBITRATION

A: After all of the steps of Article 8 and Article 9 have been exhausted and if the aggrieved employee/s is not satisfied with the District Administrator's decision the Union may submit the grievance to arbitration. Appeals for disciplinary actions and/or grievances shall be filed with the District Administrator and the parties shall mutually select a qualified arbitrator. If the parties fail to select an arbitrator within ten (10) days after the appeal is filed, the parties shall prepare a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin.

B. The hearing shall be scheduled as expeditiously as possible upon the request of either party. If the accepted arbitrator cannot hear the case within a mutually accepted time, but no later than ninety (90) days of selection, the parties may jointly request another list from the State Mediation and Conciliation Service.

C. The hearing shall be held at a mutually agreeable location which shall be determined by the parties. The District shall make available appropriate facilities for such hearings.

D. The hearing shall be recorded or, at the option of and with the agreement of the parties, reported by a court reporter. If one party requests a copy of the transcript, the requesting party shall pay the full cost. If the parties jointly request the transcript, the cost shall be shared equally.

E. The fees and expenses of the arbitrator, a court reporter and transcript if required by the arbitrator, shall be shared equally by the parties.

F. The District agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to this procedure. The Union agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

G. The arbitrator shall prepare a written proposed decision on the matter which shall be sent to the parties.

H. The parties shall have ten (10) days from the mailing of the proposed decision to file exceptions thereto with the arbitrator. Such exceptions shall be based solely on material errors in the determination of facts or conclusions of law, and shall be

submitted simultaneously to the arbitrator and the opposing party. The arbitrator shall review the exceptions within ten (10) days of receipt and affirm or amend the proposed decision. If no exceptions are filed by the parties, the arbitrator's proposed decision becomes final and binding upon the parties.

ARTICLE 11

SOLE AGREEMENT SEVERABILITY

This Agreement when signed by the parties hereto, and approved by the ARD Board of Directors, supersedes all other Agreements and supplements, and represents the sole agreement between the parties.

Neither party shall be obligated to meet and confer during the term of this Agreement on any matter within the scope of bargaining. However, if during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the Agreement in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representative of the District and the Union. Any such changes validly made shall become a part of this Agreement and subject to the terms.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 39, AFL-CIO

By_____
Bart Florence, Business Manager

By_____
Robert Aldrich , President

By_____
Steve Crouch, Director of Public Employees

By_____
Chuck Thiel, Business Representative

By_____
Jerry Fisher, Bargaining Team Member

By_____
Tyler Kindice, Bargaining Team Member

By_____
David Madruga, Bargaining Team Member

Auburn Area Recreation and Parks District

By_____
Kahl Muscott,
District Administrator

By_____
Scott Holbrook
Chairman, Board of Directors

Appendix A Pay Scale

1. F&G grounds supervisor (F/T).

   Range $27.91-$37.41

2. Rec Sports Coordinator (F/T).

   Range $21.48-$28.90

3. Youth Services Program Coordinator (F/T).

   Range $19.92-$26.69

4. F&G Sr park worker/pool operator (F/T).

   Range $18.85 - $26.57

5. F&G Facilities Coordinator (F/T).

   Range $18.85 - $26.57

6. Youth Services Prog. Site Dir. (F/T).

   Range $17.58-$23.56

7. F&G Park Worker (F/T).

   Range $16.77 - $22.47

8. F&G Custodian (F/T)

   Range $16.03-$21.48

9. F&G Custodian (P/T)

   Range $15.05-$20.17

10. F&G Park Worker (P/T)(Seas)(Temp).

    Range $15.05-$20.17

11. F&G Facilities Attendant/Custodian (P/T)

    Range $15.05-$20.17

12. Customer service rep (F/T).

    Range $15.05-$20.17