

MEMORANDUM OF UNDERSTANDING

TECHNICAL SUPPORT UNIT  
JULY 1, 2005 - JUNE 30, 2014

COUNTY SANITATION DISTRICTS  
OF LOS ANGELES COUNTY  
AND  
CALIFORNIA ASSOCIATION OF  
PROFESSIONAL EMPLOYEES

FOR JOINT SUBMISSION  
TO DISTRICT'S COLLECTIVE COMMITTEE

This Memorandum of Understanding made and entered into  
This 22nd day of June 2005

By and between: Authorized Management Representatives of the  
County Sanitation Districts of Los Angeles County

and

California Association of Professional Employees

## TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
1	RECOGNITION .....	1
2	IMPLEMENTATION.....	2
3	TERM .....	3
4	RENEGOTIATION .....	4
5	SALARIES .....	6
6	WORK SCHEDULES .....	14
7	OVERTIME.....	16
8	SPECIAL PAY PRACTICES .....	18
9	AUTOMOBILE MILEAGE.....	24
10	EMPLOYEE BENEFITS .....	26
11	LEAVES OF ABSENCE.....	39
12	NON-DISCRIMINATION .....	42
13	SAFETY .....	44
14	TRAINING .....	46
15	PROMOTIONS .....	47
16	TRANSFERS.....	51
17	PERSONNEL FILES.....	54
18	DISCHARGE, DEMOTION, SUSPENSION, LAYOFF .....	55
19	UNIFORMS.....	58
20	POSITION CLASSIFICATION.....	59
21	WORKING OUT-OF-CLASS .....	61
22	EMPLOYEE PERFORMANCE .....	63
23	GRIEVANCE PROCEDURE .....	64
24	AREA REPRESENTATIVES.....	72
25	BULLETIN BOARDS.....	75
26	PAYROLL DEDUCTIONS AND DUES .....	76
27	WORK ACCESS .....	79
28	EMPLOYEE LISTS .....	80
29	OBLIGATION TO SUPPORT .....	81
30	FULL UNDERSTANDING, MODIFICATIONS, WAIVER .....	82
31	AUTHORIZED AGENTS.....	83
32	PROVISIONS OF LAW.....	84
	SIGNATURE PAGE	

Pursuant to the provisions of the Employee Relations Resolution of the County Sanitation Districts of Los Angeles County (hereinafter "District") and applicable State Law, the California Association of Professional Employees (hereinafter "CAPE") was recognized on May 9, 1973, by the Chief Engineer and General Manager as the recognized representative of the District's employees in the Technical Support Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by the Chief Engineer and General Manager. District's Management hereby recognized CAPE as the exclusive representative of the employees in said Unit with sole responsibility for acting on their behalf in all matters concerning wages, hours, other terms and conditions of employment, grievances and unfair practice charges. The term "employee" or "employees" as used herein shall refer only to employees employed by the District in said Unit in the employee classifications comprising said Unit as listed in Article 5, Salaries, as well as such classes as may be added or deleted by the Chief Engineer and General Manager with the approval of CAPE, except persons whose positions are designated as managerial and confidential by the District pursuant to State Law.

This Memorandum of Understanding constitutes a mutual understanding between the District's Management and CAPE to be submitted to the District's Collective Committee and the District No. 2 Board of Directors by the Chief Engineer and General Manager on or before June 30, 2005. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until the District's Collective Committee approves said Memorandum of Understanding and the District No. 2 Board of Directors enacts necessary amendments to all District resolutions and orders, including the District's Salary Resolution, required to implement the full provisions hereof.

The terms of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 2, Implementation, are fully met, but in no event shall such Memorandum of Understanding become effective prior to 12:01 a.m. on July 1, 2005. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight, on June 30, 2014.

**Section 1.**

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from January 1, 2014, through February 15, 2014, its written request to commence negotiations as well as its full and entire written proposals for such successor Memorandum of Understanding with the exception of salary proposals which shall be presented no later than March 15, 2014.

Upon receipt of such written notice and proposals, negotiations shall begin no later than 30 days after such receipt except when waived by mutual agreement.

An impasse concerning the matters under negotiations may be declared by either party if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by May 31, 2014. Except by mutual agreement, matters on which tentative agreement have been reached will not be submitted to impasse.

The parties shall attempt to select a mediator by mutual agreement. If the parties are unable to agree on a mediator, the parties shall mutually agree to request the State Mediation and Conciliation Service to assign a mediator or to request another recognized source of mediators to submit a list of mediators to the parties. The parties shall attempt to select a mediator from such list by mutual agreement. If the parties are unable to agree, the mediator shall be selected by the alternate striking of names from such list. The party to strike the first name shall be determined by chance.

If mediation does not result in an agreement, the parties shall attempt to select a factfinder. The parties shall make every reasonable effort to agree on the issues to be submitted to factfinding. The factfinder shall conduct a hearing and submit a report and recommendation to each of the parties on the issues submitted. The parties shall meet in an effort to reach agreement based on the factfinder's report.

The fee and expenses of a mediator or factfinder, if any, shall be shared equally by the parties. It is understood that all other expenses including fees for witnesses, transcripts and other similar costs incurred by the parties during factfinding will be the responsibility of the individual party involved.

**Section 2. Reopening of the Memorandum of Understanding**

Upon mutual agreement, the parties will meet and confer in May 2006, May 2008, May 2009, May 2010, May 2011, May 2012, and May 2013 to discuss possible salary inequities for classes in the Unit. Prior to May 1 of each year, either party must submit written proposals regarding inequities identifying classes for which it proposes a salary adjustment. The parties agree to meet and confer in May 2007, May 2009, May 2010, May 2011, May 2012, and May 2013 on one non-economic article.

The parties agree that the recommended salaries included in this Article constitutes a mutual understanding to be submitted to the District's Collective Committee and the District No. 2 Board of Directors by the Chief Engineer and General Manager for approval and implementation by enactment of necessary amendments to the District's resolutions pursuant to Article 2, Implementation, to be applicable to employees in the Unit:

**Section 1.**

**a. Salaries Effective July 1, 2005:**

<u>TITLE</u>	<u>SALARY SCHEDULE</u>	<u>SALARY RANGE</u>
Computer Aided Drafting System Coordinator	53K	\$6,107 - 7,587
Senior Designer	52J	\$5,929 - 7,366
Project Designer	48J	\$5,320 - 6,608
Designer II	46J	\$5,039 - 6,260
Designer I	44J	\$4,773 - 5,929
Drafting Technician III	42G	\$4,499 - 5,588
Drafting Technician II	37C	\$3,891 - 4,832
Drafting Technician I	31B	\$3,305 - 4,096
Senior Engineering Technician	43G	\$4,622 - 5,742
Engineering Technician III	39G	\$4,147 - 5,152
Engineering Technician II	34K	\$3,652 - 4,532
Engineering Technician I	30G	\$3,257 - 4,036
Survey Party Chief II	48K	\$5,333 - 6,625
Survey Party Chief I	45J	\$4,904 - 6,092
Land Survey Technician	43J	\$4,645 - 5,770
Survey Party Worker II	39E	\$4,127 - 5,127
Survey Party Worker I	29C	\$3,140 - 3,891
Real Property Agent II	48H	\$5,307 - 6,592
Real Property Agent I	46G	\$5,014 - 6,229
Senior Graphics Production Coordinator	47J	\$5,178 - 6,432
Graphic Artist II	39C	\$4,106 - 5,101
Graphic Artist I	37C	\$3,891 - 4,832

<u>TITLE</u>	<u>SALARY SCHEDULE</u>	<u>SALARY RANGE</u>
Senior Laboratory Technician	41H	\$4,389 – 5,453
Laboratory Technician II	36H	\$3,835 – 4,761
Laboratory Technician I	33H	\$3,538 – 4,389
Laboratory Attendant	23C	\$2,675 – 3,313
Senior Industrial Waste Inspector	46B	\$4,952 – 6,152
Industrial Waste Inspector II	42B	\$4,443 – 5,520
Industrial Waste Inspector I	38B	\$3,987 – 4,952
Construction Inspector III	49L	\$5,493 – 6,823
Construction Inspector II	45L	\$4,928 – 6,122
Construction Inspector I	38H	\$4,046 – 5,027
Industrial Waste Permit Evaluator II	42G	\$4,499 – 5,588
Industrial Waste Permit Evaluator I	37C	\$3,891 – 4,832
Sewer Connection Inspector	41C	\$4,335 – 5,386
Construction Cost Estimator	49H	\$5,453 – 6,773
Senior Computer Technician	46C	\$4,965 – 6,168
Computer Technician III	43C	\$4,577 – 5,685
Computer Technician II	40C	\$4,219 – 5,242
Computer Technician I	36C	\$3,789 – 4,702

**b. Salaries Effective July 1, 2006**

Effective July 1, 2006, the salary schedules for all classes listed above will be revised according to the following procedures.

A percent increase to salaries will be based upon the increase in the Consumer Price Index (CPI) for All Urban Consumers for the Los Angeles – Riverside – Orange County areas using 1982–84 = 100 base, for the period March 2005 to March 2006, according to the following chart:

<u>Increase in C.P.I.</u>	<u>Percent Salary Increase</u>
0 – 3.0%	3.00%
3.0 – 9.0%	3.00% plus 66⅔ % of the increase from 3.0% to 9.0% in the C.P.I.
9.0 – 12.0%	7.00% plus 50% of the increase from 9.0% to 12.0% in the C.P.I.
12.0 and above	8.50%

A decrease in the C.P.I. will result in no salary increase.

The percent salary increase will be converted to the following number of one-quarter percent (¼ %) letter schedules:

<u>Percent Salary Increase</u>	<u>Letter Schedules</u>
0.00 – 3.12%	12
3.13 – 3.37%	13
3.38 – 3.62%	14
3.63 – 3.87%	15
3.88 – 4.12%	16
4.13 – 4.37%	17
4.38 – 4.62%	18
4.63 – 4.87%	19
4.88 – 5.12%	20
5.13 – 5.37%	21
5.38 – 5.62%	22
5.63 – 5.87%	23
5.88 – 6.12%	24
6.13 – 6.37%	25
6.38 – 6.62%	26
6.63 – 6.87%	27
6.88 – 7.12%	28
7.13 – 7.37%	29
7.38 – 7.62%	30

<u>Percent Salary Increase</u>	<u>Letter Schedules</u>
7.63 - 7.87%	31
7.88 - 8.12%	32
8.13 - 8.37%	33
8.38 - 8.62%	34
8.63 - 8.87%	35

Salaries for all classes in this Unit will be increased by the number of letter schedules which corresponds to the Percent Salary Increase.

**c. Salaries Effective July 1, 2007**

Refer to the above Section 1.b. for formula and procedures to determine salaries effective July 1, 2007 except that the period used to calculate the increase will be March 2006 to March 2007. July 1, 2007 salary adjustment will be added to salaries effective June 30, 2007.

**d. Salaries Effective July 1, 2008**

Refer to the above Section 1.b. for formula and procedures to determine salaries effective July 1, 2008 except that the period used to calculate the increase will be March 2007 to March 2008. July 1, 2008 salary adjustment will be added to salaries effective June 30, 2008.

**e. Salaries Effective July 1, 2009**

Refer to the above Section 1.b. for formula and procedures to determine salaries effective July 1, 2009 except that the period used to calculate the increase will be

March 2008 to March 2009. July 1, 2009 salary adjustment will be added to salaries effective June 30, 2009.

**f. Salaries Effective July 1, 2010**

Refer to the above Section 1.b. for formula and procedures to determine salaries effective July 1, 2010 except that the period used to calculate the increase will be March 2009 to March 2010. July 1, 2010 salary adjustment will be added to salaries effective June 30, 2010.

**g. Salaries Effective July 1, 2011**

Refer to the above Section 1.b. for formula and procedures to determine salaries effective July 1, 2011 except that the period used to calculate the increase will be March 2010 to March 2011. July 1, 2011 salary adjustment will be added to salaries effective June 30, 2011.

**h. Salaries Effective July 1, 2012**

Refer to the above Section 1.b. for formula and procedures to determine salaries effective July 1, 2012 except that the period used to calculate the increase will be March 2011 to March 2012. July 1, 2012 salary adjustment will be added to salaries effective June 30, 2012.

**i. Salaries Effective July 1, 2013**

Refer to the above Section 1.b. for formula and procedures to determine salaries effective July 1, 2013 except that the period used to calculate the increase will be

March 2012 to March 2013. July 1, 2013 salary adjustment will be added to salaries effective June 30, 2013.

**Section 2.**

a. An employee whose step advancement was withheld because of less than satisfactory performance may receive a step advancement prior to his next anniversary date, if it is determined that his performance is satisfactory in all respects and that continued withholding of his step advancement would not be warranted under the circumstances.

b. Except as provided in Section 3 of this Article, when an employee is promoted his salary will be changed to a salary step within the salary range of the classification to which he is promoted which provides a salary increase of at least two (2) salary schedules above his current salary. Such salary change shall not exceed the fifth step of the classification to which the employee is promoted. An employee who is to receive a promotion effective his anniversary date and who is otherwise entitled to receive a salary step increase on such anniversary date will be promoted from the higher step.

c. If an employee, because of a voluntary demotion, would receive a reduction in salary which is not justified under the circumstance, such employee may be placed on a special step or receive a "Y" rate to provide the salary which would be appropriate under the circumstances as long as such justification exists, subject to approval by the Chief Engineer and General Manager.

**Section 3.**

An employee whose salary rate is different than any of the five steps of the salary schedule for the position he holds, will be paid a "Y" rate. A "Y" rate is a special salary rate which entitles an employee to receive compensation at a rate which is different than any of the five steps of the salary schedule for the position which he holds. An employee on a "Y" rate will retain his anniversary date. An employee whose "Y" rate is greater than the fifth step of the salary range for his new class will retain his "Y" rate until his earned salary step equals or exceeds his "Y" rate due to step increases, salary increases and/or promotions. He will then receive the salary of this earned step and his "Y" rate will be canceled. An employee whose "Y" rate is less than the fifth step of the salary range for his new class will have his earned step changed to his next earned step on his anniversary date. If his next earned step results in a salary increase of more than two and three-quarters percent ( $2\frac{3}{4}\%$ ), he will receive such salary and his "Y" rate will be canceled. If it would result in a salary increase of less than two and three-quarters percent ( $2\frac{3}{4}\%$ ), his "Y" rate will be increased by five and one-half percent ( $5\frac{1}{2}\%$ ), not to exceed the fifth step of the salary range for his class. When his salary reaches the fifth step salary rate, his "Y" rate will be canceled. An employee on a "Y" rate who is promoted will be promoted from his earned step and will retain his "Y" rate if it is greater than the step of the class to which he is promoted.

**Section 4.**

Employee's base wages for computing overtime, special pay, excluding Longevity/Service Incentive Pay, employee benefits, and the employees' CalPERS contributions, are the salaries contained in the Salary Schedule, plus twenty-eight (28) letter schedules in the Salary Rate Table.

This Article is intended to define the normal hours of work for full-time employees and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week. "Full-time employees" means employees in this Unit who are employed by the District in permanent positions on a continuous basis, whose regular workweek is not less than forty (40) hours and who are paid a monthly salary, including such employees during their probationary period as well as permanent employees.

Management will not change an employee's scheduled workweek or daily shift time without one (1) workweek prior notice to the employee. Upon request, Management will consult with an employee and/or CAPE regarding such changes.

Nothing herein shall limit the authority of District's Management to make assignments to different or additional locations, workdays, workweeks, work schedules, or work duties required for the maintenance of necessary operations during unanticipated conditions or during emergencies. However, such assignments shall not extend beyond the period of such emergency.

A normal workweek is defined as forty (40) hours of work in five (5) workdays and two (2) days of rest in a seven (7) day workweek period.

An alternate workweek schedule is one of the following combinations of scheduled days of work and days of rest:

In a fourteen (14) consecutive day period, eighty (80) hours of work in five (5) workdays and two (2) days of rest followed by four (4) workdays and three (3) days of rest. This alternate work schedule consists of eight nine-hour days and one eight-hour day. The workweek will commence four hours into the eight-hour day.

In a seven (7) consecutive day period, forty (40) hours of work in four (4) workdays and three (3) days of rest.

Each party agrees to consult with the other party regarding the feasibility of any proposed alternate workweek submitted by either party if such proposal could improve the District's efficiency.

**Section 1. Overtime Compensation**

Employees in this Unit considered to be non-exempt from the Fair Labor Standards Act (FLSA) who are required by the District to work overtime will be paid at the rate of one and one-half times of their regular hourly rate for such ordered overtime during the term of this Memorandum of Understanding. Overtime means work in excess of forty (40) hours during a normal workweek or work in excess of eighty (80) hours during an alternate workweek as defined in Article 6, Work Schedules.

All full pay leave time, with the exception of non-scheduled personal leave, non-scheduled vacation, and non-scheduled accumulated compensatory time off will be included when calculating the number of hours required in a workweek for eligibility for overtime pay. When an employee who is on personal leave or vacation is called back by the District, such leave time will be included when calculating the number of hours required in a workweek for eligibility for overtime pay.

**Section 2. Compensatory Time Off**

a. At the employee's option, overtime worked may be accumulated at the rates set forth in Section 1 of this Article.

b. Accumulated compensatory time off may be taken off by an employee with prior approval of Management.

c. With prior approval of Management, accumulated compensatory time off not used during the calendar year in which it is earned may be carried over to succeeding calendar years.

d. An employee will not be directed by Management to take compensatory time off without at least five (5) business days prior notice or be denied a timely request to carry over or take such time off before the expiration of the period in which it may be so taken.

e. In approving and directing compensatory time off, Management will accommodate employee convenience to the degree possible in light of operational requirements.

f. Employees may not accumulate more than forty (40) hours of unused compensatory time off. Employees classified in the Construction Inspector series and employees with less than thirty-six (36) months of District service may accumulate up to sixty (60) hours of unused compensatory time off.

### **Section 3. Distribution of Overtime**

Management will assign overtime work as equitably as possible among all qualified employees in the same classification and work location. In the assignment of overtime under this provision, however, Management retains the right to consider special skills required to perform particular work.

It is agreed and understood that nothing herein is intended to limit or restrict the authority of Management to require any employee to perform overtime work, and it is further agreed that overtime will be ordered and worked only when required to meet the District's public service obligations.

**Section 1. Replacement - Damaged Personal Clothing, Etc.**

The District will reimburse employees for the replacement value at the time of damage for clothing which is damaged in an accident through no fault or negligence of the employee when performing duties for the District. The District will also reimburse employees for the replacement value at the time of damage for eyeglasses, hearing aids and dentures when such damage or loss is a result of an industrial accident, verifiable by the employee's supervisor, which occurs during the performance of assigned duties for the District. Under the same verifiable condition, the District will also reimburse an employee for damage or loss of watches not to exceed fifty dollars (\$50.00) per calendar year. If clothing can be reasonably restored to its condition prior to the damage, the reimbursement will be limited to the cost of repair. No claims will be paid if the cost of replacement or repair is less than ten dollars (\$10.00).

**Section 2. Reimbursement - Assignment Away from Los Angeles Basin Area**

When employees are assigned by the District overnight or for an extended period of time to work in an area away from the Los Angeles basin area where it would be unreasonable or impractical to commute daily to the work location, employees shall be reimbursed for their actual expenses in accordance with the District's policy:

**a. Travel Expenses**

Where public transportation is available and convenient, the District reserves the right to require the use of public transportation and to reimburse for the actual cost of

transportation by public carrier. Where transportation by public carrier is not available or is not convenient and the employee travels in his personal automobile, he will be reimbursed at the current mileage reimbursement rate. If the distance is greater than one hundred (100) miles, the mileage reimbursement for all miles over one hundred (100) miles will be at the lowest of the current reimbursement rates.

**b. Lodging**

The District will reimburse the actual cost of lodging not to exceed forty dollars (\$40.00) per day or the least expensive single unit of average acceptable quality available in the area as determined by the District.

**c. Meals**

The District will reimburse employees seven dollars (\$7.00) for breakfast, nine dollars (\$9.00) for lunch and eighteen dollars (\$18.00) for dinner.

**Section 3. Call-Back Pay**

Whenever an employee is unexpectedly ordered by Management, or its authorized agent, to return to duty following his normal workday or normal workweek and departure from his work location, he will receive a minimum payment equivalent to three (3) hours of overtime pay for each call-back; provided, however, employees with an assigned District vehicle will be paid only for the time actually worked when called back. Time for call-back pay will include time for the round trip commuting as determined by Management from the employee's residence to the designated work location. An employee commuting to and from

his designated work location in a call-back situation is not eligible for mileage reimbursement, except in situations where the mileage for the call back exceeds the employee's normal commute mileage, as determined by the District. Management may consider the location of an employee's residence in selection of an employee for call-back.

Whenever an employee is ordered by an authorized District representative to return to duty, but such return occurs less than two (2) hours before the scheduled starting time for the employee's next regular shift, it will be deemed an early shift start, and he will be compensated at his overtime rate for any overtime worked as a direct result thereof.

**Section 4. Tuition Reimbursement**

Subject to budgetary limitation and the District's Tuition Reimbursement Policy, employees, who the District determines to be eligible, will be entitled to reimbursement for the actual cost of tuition at institutions approved by the District in accordance with the semester and quarter unit rates established by the District's Tuition Reimbursement Policy.

**Section 5. Night Shift Differential**

Employees who work a shift four-eighths of which falls between 4:00 p.m. and 12:00 midnight are paid a bonus of five percent (5%) of base hourly wage per hour for each hour worked on such shift. Employees who work a shift four-eighths of which falls between 12:01 a.m. and 8:00 a.m. are paid a bonus of eight percent (8%) of base hourly wage per hour for each hour worked on such shift. Only hours actually worked, full pay sick leave and personal leave will qualify for shift differential pay.

**Section 6. Standby Pay**

Employees who are assigned regularly scheduled periods of authorized standby service during off duty times are paid one dollar fifty cents (\$1.50) per hour bonus.

**Section 7. Meal Allowance**

An employee working four (4) hours or more in addition to his work shift in one day will be provided with a meal allowance of eight dollars (\$8.00), and a meal period of thirty (30) minutes on District time. Employees will be reimbursed with cash when cash is available.

**Section 8. Construction Inspector's License**

The District will pay the fees charged by the County of Los Angeles and the International Conference of Building Officials for the licenses issued by the County when required for the performance of District's work.

**Section 9. Construction Inspector's Pay**

Construction Inspectors who are assigned by the District to inspect either masonry or welding work, when such assignment requires the possession of a valid Inspector's Certificate of Registration for Welding or Masonry issued by the Los Angeles County Department of Public Works are eligible to receive additional compensation equivalent to five and one-half percent (5½ %) of their base salary rate for each day assigned to such specialty inspection.

Construction Inspectors III's may be eligible to receive additional compensation at five and one-half percent (5½ %) of their base salary in the event they are responsible for the inspection of a complex construction project, as determined by Management.

**Section 10. Membership Reimbursement**

The District will reimburse employees in this Unit for the annual dues charged by the California Water Environment Association, the California Water Environment Federation, International Conference of Building Officials, the Los Angeles Basin Section, and for the Solid Waste Association of North America.

**Section 11. Longevity/Service Incentive**

Monthly employees with ten (10) years or more of continuous District service are eligible to receive Longevity/Service Incentive Pay as follows:

**a. 10 Years of District Service**

Monthly employees having attained ten (10) years of continuous District service will receive an amount equal to one (1) percent of the employee's monthly base salary on the first of the following month. The minimum Longevity/Service Incentive Pay an eligible employee shall receive on an annual basis is \$500.

**b. 15 Years of District Service**

Monthly employees having attained fifteen (15) years of continuous District service will receive an additional amount equal to two (2) percent of the employee's monthly base salary on the first of the following month.

**c. 20 Years of District Service and 56 Years of Age**

Monthly employees having attained twenty (20) years of continuous District service and 56 years of age will receive an additional amount equal to three (3) percent of the employee's monthly base salary on the first of the following month.

**d. 25 Years of District Service and 61 Years of Age**

Monthly employees having attained twenty-five (25) years of continuous District service and 61 years of age will receive an additional amount equal to four (4) percent of the employee's monthly base salary on the first of the following month.

To be eligible for the mileage reimbursement provisions contained in this Article an employee must satisfy the financial responsibility obligation as required by the State of California for drivers of motor vehicles.

**Section 1. Mileage Rates - Occasional Use**

An "occasional use" employee is an employee who uses his privately owned vehicle on District business less than fifteen (15) days in a calendar month and drives his vehicle less than six hundred (600) miles on District business during the same month.

When authorized by Management, employees who use their personal automobiles for District business during the course of their work will be reimbursed for each mile driven an amount equal to the Standard Mileage Rate set by the Internal Revenue Service.

**Section 2. Mileage Rates - Regular Use**

A "regular use" employee is an employee (1) whose job is designated by Management as requiring him to have his privately owned vehicle available each working day for District business as a condition of employment and whose job regularly requires him to use his privately owned vehicle over seventy-five percent (75%) of the working days on District business; or (2) who is required by the District to use his privately owned vehicle on District business fifteen (15) or more days in a calendar month and who drives his vehicle six hundred (600) or more miles on District business during the same month.

When required and authorized by Management, regular use employees who use their personal automobiles regularly for District business during the course of their work will be

paid an allowance as follows: (1) one hundred dollars (\$100.00) a month when the employee is a "regular use" employee; and (2) the current Standard Mileage Rate set by the Internal Revenue Service for each mile driven on District business during the month.

Construction Inspectors will be reimbursed for the difference in mileage from their residence to their work location less the mileage from their residence to their base mileage work location. Base mileage location is defined as the Compton Yard, San Gabriel Field Office, or JWPCP, whichever is closest to the employee's home.

When Construction Inspectors are assigned to Calabasas or other Distant locations they may either commute to the work site or be lodged in the area. Employees will be eligible for either mileage or lodging and meals reimbursements depending upon the option they select.

### **Section 3. District Vehicles**

The District reserves the right to assign or require the use of District vehicles at any time in lieu of privately owned vehicles.

**Section 1. Personal Leave**

During a calendar year twenty-four (24) hours of current full pay sick leave may be used for any personal reason that does not interfere with the District's operations. The employee shall request approval for such absence from his supervisor at least three (3) business days before the requested absence except in the event of an unforeseen emergency. When the request for approval is made at least three (3) business days before the requested absence, the employee will not be required to furnish reasons for the absence.

**Section 2. Holidays**

- a. The following are eight hour holidays for full-time employees:

<u>HOLIDAY</u>	<u>DATE</u>
New Year's Day	January 2, 2006
	January 1, 2007
	January 1, 2008
	January 1, 2009
	January 1, 2010
	December 31, 2010
	January 2, 2012
	January 1, 2013
	January 1, 2014
	Dr. Martin Luther King Jr.'s Birthday
January 15, 2007	
January 21, 2008	
January 19, 2009	
January 18, 2010	
January 17, 2011	
January 16, 2012	
January 21, 2013	
January 20, 2014	

<u>HOLIDAY</u>	<u>DATE</u>
Washington's Birthday	February 20, 2006
	February 19, 2007
	February 18, 2008
	February 16, 2009
	February 15, 2010
	February 21, 2011
	February 20, 2012
	February 18, 2013
February 17, 2014	
Cesar Chavez' Birthday	March 31, 2006
	March 30, 2007
	March 31, 2008
	March 31, 2009
	March 31, 2010
	March 31, 2011
	March 30, 2012
	April 1, 2013
March 31, 2014	
Memorial Day	May 29, 2006
	May 28, 2007
	May 26, 2008
	May 25, 2009
	May 31, 2010
	May 30, 2011
	May 28, 2012
	May 27, 2013
May 26, 2014	
Independence Day	July 4, 2005
	July 4, 2006
	July 4, 2007
	July 4, 2008
	July 3, 2009
	July 5, 2010
	July 4, 2011
	July 4, 2012
July 4, 2013	

<u>HOLIDAY</u>	<u>DATE</u>
Labor Day	September 5, 2005
	September 4, 2006
	September 3, 2007
	September 1, 2008
	September 7, 2009
	September 6, 2010
	September 5, 2011
	September 3, 2012
	September 2, 2013
Columbus Day	October 10, 2005
	October 9, 2006
	October 8, 2007
	October 13, 2008
	October 12, 2009
	October 11, 2010
	October 10, 2011
	October 8, 2012
	October 14, 2013
Veterans Day	November 11, 2005
	November 10, 2006
	November 12, 2007
	November 11, 2008
	November 11, 2009
	November 11, 2010
	November 11, 2011
	November 12, 2012
	November 11, 2013
Thanksgiving Day	November 24, 2005
	November 23, 2006
	November 22, 2007
	November 27, 2008
	November 26, 2009
	November 25, 2010
	November 24, 2011
	November 22, 2012
	November 28, 2013

<u>HOLIDAY</u>	<u>DATE</u>
Day after Thanksgiving	November 25, 2005
	November 24, 2006
	November 23, 2007
	November 28, 2008
	November 27, 2009
	November 26, 2010
	November 25, 2011
	November 23, 2012
	November 29, 2013
Christmas Day	December 26, 2005
	December 25, 2006
	December 25, 2007
	December 25, 2008
	December 25, 2009
	December 24, 2010
	December 26, 2011
	December 25, 2012
	December 25, 2013

b. An employee who is required to work on Christmas or Thanksgiving Day will be compensated for such holiday work at time and one-half of his base rate in addition to receiving his monthly salary.

c. Employees shall receive one (1) floating holiday in lieu of Lincoln’s Birthday which must be taken off on a day which will not interfere with the District’s operations between February 12 and the end of the calendar year.

d. Only those employees who are regularly scheduled to work the day before Christmas will be (1) given four (4) hours off with regular pay or (2) will be compensated for four (4) hours at straight time in addition to regular pay.

**Section 3. Medical Insurance**

Full-time employees and their dependents are eligible for medical and hospitalization benefits through any of the plans offered by the District. During the term of this agreement, the District will make monthly contributions for each eligible employee. The amount of the monthly contribution will be the amount of the monthly premium for the plan selected by each employee not to exceed the amount equivalent to the higher of the Kaiser Family Plan premium for either the Los Angeles Area Region or the Other Southern California Counties. Employees selecting a plan with a premium greater than the established District contribution will pay the difference in the plan's premium and the District's contribution through payroll deductions.

**Employee Cost Sharing of Medical Plan Premium**

Effective July 1, 2007, the District and affected employees will cost share when the monthly Kaiser Family Plan premium for either the Los Angeles Area Region or the Other Southern California Counties increases in any year by more than \$75. Employees and the District will share equally in the cost of the first \$40 per month above the \$75 per month increase. An employee's cost sharing contribution shall not increase in any given year by more than \$20 per month. An employee's cost sharing contribution shall not exceed \$50 per month for the term of the agreement. The District will pay for the increase above \$115 per month. Cost sharing will affect those employees enrolled in a medical plan who have a

monthly premium greater than the higher Kaiser Family Plan premium minus the amount of that year's monthly cost sharing.

**Section 4. Dental Insurance**

The District will continue to pay the monthly premium for an eligible employee and his dependents' dental insurance program. The District will provide both prepaid and indemnity dental plans. New employees shall enroll in a prepaid plan. Three (3) years after the date of hire, new employees may enroll in either the prepaid or the indemnity plan. The dental insurance benefits currently offered to District employees and dependents will be maintained during the term of this Memorandum of Understanding.

**Section 5. Optical Insurance**

The District will make a group optical insurance plan available to employees in this Unit.

**Section 6. Life Insurance**

Each full-time employee is covered by a twenty thousand dollar (\$20,000) group term life insurance policy fully paid by the District.

**Section 7. Long Term Disability Insurance**

The District will provide a group long term disability insurance policy that provides sixty-six and two-thirds percent (66 $\frac{2}{3}$  %) of the employee's base salary after a ninety day (90) waiting period for a maximum of twenty-four (24) months in the event of disability as determined by the insurance carrier.

**Section 8. Layoff Benefits**

An employee shall be eligible for layoff benefits provided he is a full-time employee with at least six (6) months continuous service with the District. Layoff means separation from employment with the District due to lack of work as distinguished from other types of separation such as resignation, discharge or suspension as a disciplinary penalty, retirement, leave of absence, or death.

Layoff benefits for eligible employees shall consist of a lump sum payment for all accrued unused overtime, holiday time, or vacation time and full pay sick leave at the rate of straight time pay computed as if the employee had resigned from the District's service on the same date when he was laid off, subject to the limitations of Section 6.4E of the District's Salary Resolution.

**Section 9. Vacations**

a. Full-time employees with one (1) full year of continuous service as of January 1 will be entitled to a paid vacation of eighty (80) hours per year; after five (5) years of service one hundred twenty (120) hours per year; upon completion of ten (10) years of service, eight (8) additional hours plus eight (8) hours per additional year to one hundred sixty (160) hours per year; after twenty-five (25) years of service, forty (40) additional hours to a maximum of two hundred (200) hours of vacation. Full-time employees with less than one (1) full year of continuous service as of January 1 as provided in Table 1 of Section 6.2 of the District's Salary Resolution.

b. Employees in this Unit who file a written request with the District's Human Resources Manager by November 15 will be paid for their unused current year vacation not to exceed twenty (20) hours. Effective July 1, 2007, employees may be paid for unused current year vacation not to exceed forty (40) hours. Effective July 1, 2009, employees may be paid for unused current year vacation not to exceed sixty (60) hours. Effective July 1, 2011, employees may be paid for unused current year vacation not to exceed eighty (80) hours. Effective July 1, 2013, employees may be paid for unused current year vacation not to exceed one hundred (100) hours. The rate for such payment will be based on the employee's salary on November 1 of that year. Such payments will be made prior to January 15th of the following year.

**Section 10. Sick Leave**

Full-time employees with less than a full year of continuous service as of January 1 of any year accrue sick leave at the rate of eight (8) hours for each full month of service as of January 1 of any year are eligible for ninety-six (96) or fewer working hours of sick leave at full pay on January 1 based upon the number of days of active service in the preceding calendar year in accordance with the following table, subject to the provisions and limitations of Section 6.4 of the District's Salary Resolution.

**PRO RATA SICK LEAVE**

<u>Hours of Full Pay Sick Leave Earned</u>	<u>Number of Days of Active Service Required of a Monthly Employee</u>
8.....	15
16.....	45
24.....	75
32.....	105
40.....	135
48.....	165
56.....	195
64.....	225
72.....	255
80.....	285
88.....	315
96.....	345

Any full pay sick leave not used may be accumulated to a maximum of one thousand four hundred forty (1440) hours. Such paid sick leave, subject to proof of illness may be used for absences due to the employee’s personal illness, injury and non-emergency medical and dental care as a condition for paid sick leave. Up to forty-eight (48) hours of the full paid sick leave each year may be used for illnesses or injuries of the employee’s children, employee’s spouse, employee’s parents, or the employee’s registered domestic partner. The District reserves the right to have the employee examined by a physician selected by Management at the District’s expense to confirm the employee’s disability.

Sick leave at full pay shall be used in the reverse order in which it was earned (the most recently earned full pay sick leave shall be used first) in compliance with Section 6.4D of the District's Salary Resolution.

In the event an employee uses all of his full pay current and carry over sick leave, he may be eligible for additional calendar days at fifty percent (50%) pay based on his length of service. Employees are entitled to use partial pay sick leave in the event their illness or injury compels them to be absent from their duties for three or more consecutive working days. The District will continue to make the employee's contribution to medical and dental insurance while the employee is using partial pay sick leave. The number of days of partial pay sick leave are based upon the number of years of full-time continuous service as follows:

NUMBER OF CALENDAR DAYS ALLOWED

<u>Continuous Service</u>	<u>Days of 50% Pay</u>
6 months to 1 year .....	7
1 year to 2 years .....	18
2 years to 5 years .....	35
5 years to 10 years .....	84
10 years .....	126
11 years .....	133
12 years .....	140
13 years .....	147
14 years .....	154
15 years .....	161
16 years .....	168
17 years .....	175
18 years .....	182
19 years .....	189
20 years .....	196

NUMBER OF CALENDAR DAYS ALLOWED

<u>Continuous Service</u>	<u>Days of 50% Pay</u>
21 years .....	210
22 years .....	224
23 years .....	238
24 years .....	252
25 years .....	266
26 years .....	280
27 years .....	294
28 years .....	308
29 years .....	322
30 years or over .....	336

If an employee with at least thirty (30) months of full-time continuous service leaves the District, he will receive a lump sum payment for all of his unused full pay sick leave earned prior to January 1, 1971, and after December 31, 1974; two-thirds ( $\frac{2}{3}$ ) of unused full pay sick leave earned during the calendar year 1971; and one-half ( $\frac{1}{2}$ ) of unused fully pay sick leave earned during the calendar years 1972, 1973 and 1974. The maximum of such lump sum payment shall not exceed seven hundred twenty (720) hours.

An employee, who has accumulated and maintained two hundred forty (240) hours of full pay carry over sick leave and who files a request for payment with the District's Human Resources Manager by November 15, will be paid during December for his current full pay sick leave for that year which he has not used. The rate for such payment will be based upon the employee's salary on November 1 of that year. An employee who does not file a request

by November 15 will accumulate his full pay sick leave to the maximum of one thousand four hundred forty (1,440) hours.

An employee with the maximum of one thousand four hundred forty (1,440) hours accumulated full pay sick leave will be paid each year for his accumulated full pay sick leave over the one thousand four hundred forty (1,440) hours maximum as of December 31 of each year.

**Section 11. Bereavement Leave**

Full-time employees are eligible to receive a maximum of twenty-four (24) working hours of absence from duty with full compensation, because of the death of their legal guardian or of a member of their immediate family: father, mother, grandfather, grandmother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, husband, wife, child, grandchild, stepchild, or registered domestic partner.

**Section 12. Employees' Contribution to the CalPERS**

The District will pay the seven percent (7%) normal employee contribution to the California Public Employees Retirement System (CalPERS) on behalf of employees in accordance with Section 20615 of the California State Government Code.

**Section 13. Industrial Illness and Injury Pay**

An employee who is compelled to be absent from active service as a result of injury compensable under the Worker's Compensation Act of the State of California, whose weekly compensation benefits received by him under the provisions of the said Act plus earnings

from other employment, if any, are less than seventy percent (70%) of his base salary, shall be entitled to receive compensation equal to seventy percent (70%) of his base salary for a period not to exceed ninety (90) calendar days from the date of injury or onset of the illness. The District will continue to make the medical and dental contributions provided for in Section 3 and 4 of Article 10, Employee Benefits, for eighteen (18) months from the date of injury or onset of illness.

**Section 14. Flexible Spending Accounts**

Employees in this Unit are eligible to participate in the Dependent Care Reimbursement Plan, the Medical Expense Reimbursement Plan, and the Insurance Premium Plan as long as the programs are available to District employees.

An employee who fails to return to District's service at the time specified on his written request for leave shall be considered to have resigned from service.

**Section 1. Educational Leave**

Subject to the staffing needs of the District, consideration will be given to requests for educational leave without pay by a permanent employee upon written request to the District's Human Resources Manager and approval by the District of a plan for schooling designed to improve the employee's value to the District and evidence of acceptance by an accredited college or university.

**Section 2. Medical Leave**

Subject to the staffing needs of the District, medical leave without pay will be granted for the purpose of recovery from a prolonged illness or injury or to restore health, upon a permanent employee's written request to the District's Human Resources Manager, subject to submission of medical evidence satisfactory as establishing the employee's medical need. The District reserves the right to have the employee examined by a physician selected by Management at the employee's expense to confirm the need for medical leave. Medical leave of absence shall not extend beyond one (1) year.

**Section 3. Maternity Leave**

The District will grant a leave of absence without pay to any permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the

employee to the District's Human Resources Manager. Such leave shall not extend beyond twelve (12) months.

A permanent employee on an authorized maternity leave of absence, after submission of medical evidence satisfactory as establishing the fact that such disability prevents her from performing the duties of her position, may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury.

The District reserves the right to have the employee examined by a physician selected by Management at the District's expense to confirm the disability as preventing her from performing the duties of her position.

**Section 4. Emergency Leave**

Subject to the staffing needs of the District, emergency leave without pay may be granted upon written request by a permanent employee with at least six (6) months continuous competent service with the District if the employee can demonstrate that the leave is necessary for personal reasons beyond his control or will serve to improve his ability to serve as an employee of the District. Generally emergency leaves will be limited to one (1) month however with the approval of the Chief Engineer and General Manager an emergency leave may be granted up to a maximum of one (1) year.

**Section 5. Jury Duty and Witness Leave**

During the time a full time employee is required to be absent while serving on a jury when ordered to serve or is required to be absent as a witness by a subpoena properly issued by a court or commission legally empowered to subpoena witnesses, except as a party or expert witness, the employee will continue to receive his regular salary up to forty (40) hours per year provided he deposits his fees other than mileage with the District. Subject to approval of the Human Resources Manager, paid jury duty shall be extended if the Jury Commissioner or Judge of the Court submits a written request.

During the time the employee is reporting for jury duty, the District will convert his regular schedule to a five (5) day, forty (40) hour, Monday through Friday, day shift schedule.

Employees will inform their supervisor as soon as possible when ordered to serve as a juror or when under subpoena as a witness.

**Section 1. Affirmative Action**

The District and CAPE support the principle of affirmative action. In support of this principle and in compliance with the District's affirmative action program, the District and CAPE will review proposals which are designed to further the goals and objectives of affirmative action in the District.

**Section 2. Employee Rights**

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of CAPE, or have CAPE represent them in their employee relations with Management, or to refuse to join or participate in the activities of CAPE. It is further agreed that nothing herein shall prohibit an employee from representing themselves individually, or appearing in their own behalf, in their employment relations with Management or exercising other rights of employees provided in Government Code, Sections 3500 et. seq. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of exercise of these rights.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, political or religious opinions, or affiliations.

**Section 3. CAPE Rights**

The District's Management agrees not to meet and confer with another employee organization with the intent of reaching an agreement to modify any understanding included in this Memorandum of Understanding between CAPE and the District.

**Section 4. Gender**

Wherever the male gender, such as he or his, is used in this Memorandum of Understanding, it shall be construed to include both male and female.

**Section 1. Parties' Responsibilities**

District's Management will make every reasonable effort to provide and maintain a safe and healthy place of employment. CAPE will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their assigned duties to be alert to unsafe and/or unhealthy practices, equipment and conditions and to report any such unsafe and/or unhealthy practices or conditions to their immediate supervisor. Employees may be subject to disciplinary action for failure to observe safety standards and safe work practices.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or his representative may submit the matter in writing to the Human Resources Manager. The Human Resources Manager will respond within five (5) business days.

If the employee or his representative is not satisfied with the response of the Human Resources Manager, CAPE may consult with the District's Chief Engineer and General Manager or his designated representative who will give a written decision to the employee which shall be final. Upon request, a copy of the decision will be given to CAPE.

**Section 2. First Aid Kits**

The District will make every reasonable effort to maintain complete first aid kits at all work facilities.

**Section 3. Alcohol and Drug Program**

CAPE and the employees in the Technical Support Unit endorse the concept of a drug free work place, consistent with the Drug Free Workplace Act of 1988. CAPE supports the Alcohol and Drug Policy which has been created to provide a drug free workplace for all employees in this Unit.

Management agrees to encourage the establishment of training programs in the District, including on-the-job training where possible. Management agrees to make information concerning new training programs available to employees within the Unit.

**Section 1. Competitive Promotions**

When the District determines the need to fill vacant, permanent positions, it is the policy of the District to promote or transfer qualified, eligible, monthly employees when there are monthly employees who are interested in, fully qualified and eligible for the vacant position. When a monthly position becomes vacant, the District will post a notice of opportunity for promotion and/or transfer for the vacant monthly position. If there is no qualified, monthly employee that applies for promotion or transfer to the vacant position, the District retains the right to recruit and fill the vacant position from outside the District. The District will establish or utilize an existing transfer list or conduct a selection process for the vacant class to consider all qualified applicants, or convert an hourly employee to monthly status after the hourly employee completes eighteen (18) months of experience performing the duties of the position. "Qualified Applicants" are monthly status employees, or hourly District employees who are currently employed and have been employed by the District for twelve (12) months or longer, who apply to compete in a selection process and who meet the minimum requirements. Hourly employees may not compete for Project Designer, Designer I and II, Land Survey Technician, Construction Inspector II and III, or any Senior or lead positions.

In the event there are fewer than three (3) qualified applicants within the District who apply to compete in the selection process, the District retains the right to recruit persons outside of the District's service when necessary to meet the needs of the District. Employees

whose overall rating is less than competent on their last evaluation are not qualified applicants. "Eligibles" are qualified applicants who pass all required parts of the selection process.

When the District plans to permanently fill a vacant position in this Unit by promotion, the District's Human Resources Manager will post a notice of such vacancy at each District facility. The notice of vacant position(s) may be used to fill all vacancies in a classification of work, from entry through the journey level, which may occur during a period of up to twelve (12) months. This notice shall include examples of representative duties and all the minimum requirements for the position which conforms to that contained in the class specification. The posting may list the proposed members of the selection interview board whenever possible. In selecting an eligible person for the vacancy, the following procedure will be utilized:

a. The notice shall give employees in the District at least five (5) business days to submit a written request to the District's Human Resources Department to be considered for promotion to the vacant position. Subject to the needs of the District, an employee may be allowed up to a maximum of ten (10) business days to submit reasonable proof that he did not have an opportunity to be aware of the notice because of circumstances beyond his control.

b. All employees who apply and meet the minimum requirements as stated in the notice which conforms to that contained in the class specifications, will be permitted to

compete in the selection process. The selection process will consist of any measure or combination of measures of achievement, aptitude or interest which are determined by the District to be appropriate for the vacant position, including but not limited to, an interview, a written test or a performance test. The measures will be designed to cover factors required for successful job performance, such as skills, knowledge and abilities. Candidates will be advised of the types of measures to be used and the relative weights of each measure upon notification of the first phase of the selection process. Employees will be allowed to take an examination after three (3) months have elapsed from the prior administration of the same examination. Each eligible will be given his results on each portion or measure of the selection process as well as overall score or rank in writing. Applicants not passing all measures of the selection process will not be given an overall score or rank.

c. After being notified of the results of the selection process, an employee may contact the Human Resources Department to review their performance in the selection process. The review, to be conducted by the appointing supervisor, may consist of discussion designed to advise the applicant of any specific areas needing improvement. Where possible, sample questions will be provided to assist the employee.

d. The District's appointing officer will select from among the three (3) eligibles with the highest final rating. When only one or two applicants are determined to be eligible through the selection process, the District's appointing officer may select from those eligible(s). All employees who receive a promotion will receive the salary of the higher

class during a probationary period of six (6) months, which may be extended for not to exceed an additional six (6) months when required for the employee to demonstrate proficiency in the higher class. During an employee's initial probationary period, an employee may promote to a higher level class only if the employee's probationary period is extended. When a permanent employee fails to satisfactorily complete the probationary period, he will be returned to a position in his former class without loss in seniority in that class or by mutual agreement between the employee and the District the employee may accept a different position.

**Section 2. Administrative Promotions**

The District may administratively promote employees in a classification series which provides for administrative promotions for a District position. Employees in such a class series who are not in the highest classification for their organizational position will be advised when they meet the minimum eligibility requirements for promotion, and will be evaluated or tested for consideration of promotion to the next higher classification. Employees who are not promoted will be advised in writing. An employee may request his supervisor review the reasons why he was not administratively promoted. Upon request, employees will be re-evaluated or tested at three (3) month intervals.

**Section 1. Definition**

"Transfer" means permanent change from a position in a class to another vacant, authorized, permanent position in the same class at another District location or to another Department or Section at the same location. "Permanent position" means an authorized position which is anticipated to have a continuing duration of twelve (12) months or longer.

**Section 2. Transfer**

When the District plans to permanently fill a vacant position in this Unit by transfer, the District's Human Resources Manager will post a notice of such vacancy on all District's official bulletin boards. The notice of vacant position(s) may be used to fill all vacancies in a classification of work which occur during a period of up to twelve (12) months. The notice will give District employees in the same class at least five (5) business days to submit a written request to the District's Human Resources Department to be considered for transfer to the vacant position.

**a. Voluntary Transfers**

All qualified employees will be considered for the vacant position. If two (2) or more employees apply, they will compete in a selection process. The District will select from among the three (3) applicants with the highest final rating.

**b. Involuntary Transfers**

If no employees apply for the vacant position, Management will transfer the qualified employee, including special qualifications, with the least seniority in the class. Qualified

employees will be determined by a job related selection process. When a vacancy occurs in a class at a location from which an employee has been involuntarily transferred, the vacancy will be offered to the employee who has been involuntarily transferred.

**Section 3. Temporary Reassignments**

When there is a need to fill a position on a temporary basis, not to exceed twelve (12) months, the District will reassign, with five (5) calendar days advance notification, the employee in the same position from the location, Department or Section where the work load will permit. If there is only one employee in the location, Department or Section who can be transferred, that employee will be temporarily reassigned. Except for Construction Inspectors, if there are two or more employees at the location, the Department or Section from which the temporary reassignment is to be made, employees will be offered the option of accepting or declining the temporary reassignment in order of their seniority in that position and if all employees decline the temporary reassignment, the employee with the least seniority in the position will be temporarily reassigned. When selecting a Construction Inspector for a temporary reassignment, Management will select the best qualified employee.

In the event that the temporary reassignment extends beyond twelve (12) months, upon mutual agreement of the employee and District's Management, the employee may continue to work the temporary reassignment.

Employees on a temporary reassignment may claim mileage reimbursement for the difference in mileage from their residence to their temporary work location less the mileage from their residence to their principal work location.

**Section 4. Administrative Transfer**

Due to the operational needs of the District, when an entire work unit is to be transferred from one District location or facility to another location or facility, the District will transfer all employees in that work unit with seven (7) calendar days advance notification. When fewer positions than a total work unit are to be permanently transferred from one District location or facility to another location or facility all employees in that work unit will be advised of the intended transfer of personnel. Employees with the most seniority in class will be given the option to be transferred to the new location or facility. If less than the required number of employees are willing to transfer, the employees with the least seniority in the class in that location will be the first transferred.

When a vacancy occurs in a class at a location from which an employee has been administratively transferred, the vacancy will be offered to the employee who has been administratively transferred.

The provisions of Section 4 are not intended to replace or otherwise supersede the procedures for filling vacant authorized positions in Sections 2 and 3 of this Article.

"Personnel file" when used in this Memorandum of Understanding means the District's personnel file for an employee which is prepared by District's Management and maintained by the District's Human Resources Department. The file may include various records and correspondence prepared or requested by Management to document the work record and related activities of District personnel.

Upon request, a personnel file shall be opened for inspection by the employee or by his representative with the written consent of the employee concerned. Upon request, an employee or his representative with the written consent of the employee concerned shall be provided with a copy of any materials placed in his personnel file. Confidential recommendations received from other employers and persons at the time the employee was hired will not be released for inspection.

When adverse material is to be placed in a personnel file, the District shall (1) notify the employee; (2) upon his request allow him to read the document and/or discuss the matter with him; and (3) request the employee to initial such material merely to confirm that he has seen it. If the District fails to notify an employee of any adverse material which is being placed in his personnel file, such material may not be used by Management in any disciplinary action against the employee. Upon the request by the employee, management will remove adverse material and written warnings on minor infractions, which have not recurred after three (3) years, from his personnel file except as such may be a part of an official permanent record.

## **ARTICLE 18**

## **DISCHARGE, DEMOTION, SUSPENSION, LAYOFF**

### **Section 1. Discharge, Demotion, Suspension**

The District retains the right to discharge, demote and suspend permanent monthly employees for just cause. The District will not discharge, demote, or suspend a permanent monthly employee except for just cause and, whenever practicable, will inform the employee in writing prior to or at the time of such disciplinary action of the nature and reasons for the disciplinary action.

The District retains the right to discontinue the employment of employees who have not completed their initial six months of probationary employment for failure to pass their probationary period.

### **Section 2. Layoff**

If the District determines that it will be necessary to lay off District employees, whenever possible the District will inform the employees involved at least thirty (30) days prior to the effective date of the layoff.

In lieu of layoff, qualified employees upon request will be given the opportunity to (1) transfer to authorized positions in the same class, or (2) demote to authorized positions in lower classes in the same class series, where the employee possesses the specialized skills of the position, or (3) demote to authorized positions in lower classes if they have formerly worked for the District in the lower class, recognizing the fact that this may result in the layoff of employees. When no employee requests to be transferred or demoted, employees will be laid off.

**ARTICLE 18**

**DISCHARGE, DEMOTION, SUSPENSION, LAYOFF**

Seniority for transfer and demotion in lieu of layoff will be determined by length of service with the District in the class, including service in a higher level class in the same class series, from which the employee is transferring or demoting.

Employees in a classification subject to layoff will be laid off in reverse order of seniority with the District and by employment status. The first group to be laid off will be those employees with temporary status. The second group to be laid off will be employees not yet completing their six-month probationary period following original employment. The third group to be laid off will be permanent employees rated less than competent on their last performance evaluation. The fourth group to be laid off will be permanent employees rated competent or better on the last performance evaluation. Layoff will be according to reverse seniority within each group.

When a vacancy occurs in a class from which employees have been laid off, or transferred, or demoted in lieu of layoff, within one (1) year from the date of such layoff or demotion, the vacancy will be offered to those employees possessing the necessary job-related skills, in order of their seniority and employment status with the District at the time of such layoff or demotion, before the District will attempt to recruit outside the District. Recall for employment offers will be in the following employee status order: (1) qualified, permanent employees rated competent or better by seniority; (2) qualified, permanent employees rated less than competent in order of seniority; (3) qualified,

**ARTICLE 18****DISCHARGE, DEMOTION, SUSPENSION, LAYOFF**

probationary employees by seniority, then (4) qualified, temporary status employees in order of seniority. Recall will be according to District seniority within each group.

In the event of layoffs affecting employees in this Unit, the District will advise CAPE as soon as possible and, upon request, meet with representatives of CAPE to discuss possible alternative actions.

When advance knowledge of possible layoffs which would affect employees in this Unit is available, subject to the needs of the District and where practicable, Management will provide training for affected employees for other vacant authorized positions in order to retain their services.

The District will provide three clean uniforms per week for employees who work in field locations in the following classes:

Senior Engineering Technician

Engineering Technician III

Engineering Technician II

Engineering Technician I

Employees are required to wear the uniforms provided by the District.

Upon an employee's request, the District will also provide either disposable or cotton coveralls as determined by the supervisor. Employees will not receive more than one set of coveralls in a workday.

**Section 1. Definition**

For the purpose of this Article, a classification study is a study by the District's Human Resources Department of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

**Section 2. Classification Plan**

In order to establish uniformity in position titles and job content and thereby enable uniform and equitable application of salaries, promotions and other working conditions, and adjustment of grievances, a position classification program shall be maintained. Each position shall be assigned to the appropriate classification in accordance with duties and responsibilities normally assigned to the position. The requirements of education, training, experience, and other qualifications for each position classification shall be stated as criteria for the employment of new employees and for promotion.

**Section 3. Procedure**

A request for a classification study by an employee who believes his position is misclassified must be submitted in writing to the Human Resources Manager with a completed copy of the classification questionnaire. The Human Resources Manager shall conduct a study and report the findings to the employee within four (4) months of the request.

The Human Resources Manager will notify CAPE of the results of such studies of positions in this Unit. If within five (5) business days of such notice, CAPE requests a

meeting with District's Management, Management will consult with CAPE prior to implementing the classification change. The classification of each employee and his promotion or demotion from one classification to another shall be at the sole discretion of the District, provided that if the employee thinks that he is improperly or unfairly classified, he may file a grievance.

**Section 1. Definition and Intent**

For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties and responsibilities of an authorized position in the Table of Organization, in one class by an employee in a position in another class. It is not an out-of-class assignment when an employee substitutes for his designated supervisor except when he substitutes for more than twenty-five (25) consecutive working days in a twelve (12) month period.

It is the intent of Management, whenever possible, to avoid working an employee on an out-of-class assignment for a prolonged period of time.

**Section 2. Procedure for Submitting and Reviewing Requests**

Any employee or supervisor who believes he or a subordinate employee has been working on an out-of-class assignment for longer than fifteen (15) working days in a twelve (12) month period or has substituted for his designated supervisor for more than twenty-five (25) consecutive working days in a twelve (12) month period may request the Human Resources Department review the situation. The request must be submitted to the Human Resources Department within six (6) months of the alleged working out-of-class assignment.

Except by mutual agreement, Management will promptly review the request and if it is determined that the employee is working out-of-class either (1) appoint the employee to the position in the higher class, subject to the District's promotional procedures; (2) reassign the employee to the duties of a position in his current class; or (3) pay the employee at the

rate of the higher class effective the sixteenth (16th) day the employee works out-of-class, or in the case of an employee working out-of-class substituting for his supervisor, pay the employee the rate of the higher class effective the twenty-sixth (26th) day the employee works out-of-class.

**Section 3. Emergency Assignments**

Nothing herein shall be construed to limit the authority of District's Management to make temporary assignments to different or additional work duties and responsibilities for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

The District's performance evaluation procedure will be used uniformly in all departments. Any employee who is given a rating which is less than "competent" will be given such rating in writing. The employee's superiors who give the rating of less than "competent" will discuss the reasons for the rating and develop a plan including time limits not to exceed one year for the employee to improve his performance and advise the employee of what he must do to meet the requirements of the plan to become a competent employee. During the period established for the employee to improve his performance, his superiors will review his performance with the employee at least quarterly and will inform him when his performance has improved to a competent level.

Employees shall be subject to penalties for infractions of District's rules and regulations. Penalties for infractions of District's rules and regulations shall be applied in a uniform and non-discriminatory manner. A copy of any memorandum on an infraction shall be given to the employee, discussed with him and placed in his personnel file. The employee will be asked to sign the form only to verify that he has received a copy. Any adverse material in an employee's personnel file which is withheld by the District from inspection by the employee or his representative may not be used by Management in any disciplinary action against the employee.

**Section 1. Purpose**

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any permanent employee or employees who may submit or be involved in a grievance.

**Section 2. Definitions**

- a. "Employee" means either employee or employees as appropriate.
- b. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his immediate supervisor.
- c. "Business days" means calendar days exclusive of Saturdays, Sundays and legal holidays.

**Section 3. Responsibilities**

- a. CAPE will encourage an employee to discuss his complaint with his immediate supervisor in a sincere effort to resolve the complaint without the need to file a formal written grievance.
- b. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him at a mutually satisfactory time in a sincere effort to resolve the complaint.

c. The employee will discuss the complaint with his immediate supervisor in a sincere effort to resolve the complaint prior to filing a written grievance.

d. CAPE and the District's Human Resources Manager, upon request, will advise the employee and his supervisor of the necessary information to process the grievance in compliance with the grievance procedure.

**Section 4. Waivers and Time Limits**

a. Time limits at all steps for Management will begin when the grievance is received in the District's Human Resources Department.

b. If Management fails to reply to the employee's grievance within the time limits specified, the employee may submit the grievance to the next level. If a Management representative fails to reply to the employee's grievance at Step 3 within the time limit specified, the employee may within five (5) business days request a written decision by submitting a written request to the District's Human Resources Manager. If the Management designated representative fails to give a decision in writing to the employee within ten (10) business days from the date when the request was filed with the District's Human Resources Manager, the grievance shall be decided by granting the remedy requested by the employee.

c. Any level of review, or any time limits established in this Article, may be waived or extended by mutual agreement confirmed in writing.

d. If any employee fails to appeal from one level to the next level within the time limits established in this grievance procedure the grievance shall be considered settled on the

basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

e. By mutual agreement, the grievance may revert to a prior level for reconsideration.

**Section 5. General Rights and Restrictions**

a. An employee has the right to the assistance of a representative in the preparation of his written grievance, and to represent him in formal grievance meetings. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.

b. An employee may present his grievance to Management on District time. In scheduling the time, place, and duration of any grievance meeting, both employee and Management will give due consideration to the duties each has in the essential operations of the District. No employee will lose his rights because of Management imposed limitations in scheduling meetings.

c. Only a person selected by the employee and made known to Management one business day prior to a scheduled formal grievance meeting will have the right to represent or advocate as an employee's representative.

d. If the employee elects to be represented by any person in a formal grievance meeting, the District may designate another management representative to be present at such meeting.

e. A District employee selected as a representative in a grievance is required to obtain the permission of his immediate supervisor to absent himself from his duties to attend a grievance meeting. The employee representative will give his supervisor reasonable advance notice to ensure that his absence will not unduly interfere with the District's operations.

f. Management will notify CAPE of any grievance involving the terms and conditions of this Memorandum of Understanding.

g. A CAPE representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of this Memorandum of Understanding.

h. If a CAPE representative elects to attend any formal grievance meeting, he must inform the District's Management prior to such meeting. Management may also designate a management representative to be present at such meeting.

i. Only District employees who have direct, personal knowledge of the events giving rise to the grievance may be called as witnesses by the grievant.

**Section 6. Procedure**

**Step 1. Middle Management**

a. Within ten (10) business days from the date of the response of the employee's immediate supervisor, an employee may file a formal written grievance. Three (3) copies of the District's grievance form will be completed by the employee stating the nature of the

grievance and the remedy he requests. The employee will submit the original copy to the District's Human Resources Manager, one (1) copy to his immediate supervisor and retain the third copy. The management representative will discuss the grievance with the employee before a decision is reached by him. The grievance hearing will be scheduled within twenty-one (21) calendar days.

b. Within ten (10) business days from the grievance hearing, the management representative will give a written decision to (1) the employee using the original copy of the grievance and (2) CAPE.

**Step 2. Grievance Committee**

Within ten (10) business days from the employee's receipt of the decision at Step 1, CAPE may submit the grievance to a grievance committee. A committee of two (2) members will be appointed, one (1) by the District's Human Resources Manager and one (1) by CAPE. Except by mutual agreement, no person who has participated at Step 1 or Step 2 of a grievance will be appointed to the Committee to hear the grievance. The Committee will meet within thirty (30) days to review the grievance with the employees, a CAPE staff representative and District's Management. The committee will submit a written advisory decision within ten (10) days to CAPE and the District's Management to be considered by them and the employee in an effort to resolve the grievance.

**Step 3. Chief Engineer and General Manager**

a. Within ten (10) business days from his receipt of the decision resulting from the previous step, the employee may appeal to Step 3 using the original copy of the grievance.

b. Within fifteen (15) business days from the receipt of the employee's grievance, the Chief Engineer and General Manager or his designated representative who has not been involved in the grievance in prior levels will make a thorough review of the grievance, meet with the parties involved and give a written decision to the employee. Upon request, a copy of the decision will be given to the CAPE representative.

c. On matters that do not directly concern or involve the interpretation or application of the specific terms and provisions of the Memorandum of Understanding, the written decision of the Chief Engineer and General Manager or his designated representative shall be final.

**Section 7. Arbitration**

a. Within ten (10) days from the receipt of the written decision of the Management representative at Step 3, CAPE on behalf of an employee who it has represented in the processing of this grievance, may request that the grievance be submitted to arbitration as provided for hereinafter.

b. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding and

are brought by CAPE on behalf of an employee whom it has represented in the processing of this grievance, may be submitted to arbitration hereunder. In no event shall such arbitration extend to the interpretation, application, merits or legality of any Federal, State or Local law or ordinance, or rules or regulations of the District.

c. In the event CAPE, on behalf of an employee whom it has represented in the processing of this grievance, desires to request that a grievance, which meets the requirements of Paragraph 2 hereof, be submitted to arbitration, it will within the time requirements set forth above send a written request to District's Human Resources Manager, which written request will set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

d. The parties will attempt to select a mutually acceptable arbitrator. If after five (5) days the parties cannot agree on an arbitrator, the parties will request a list of arbitrators from any source of such service mutually acceptable to the parties. The parties will select an arbitrator from such list by mutual agreement or by the alternate striking of names on such list. The party to strike the first name will be determined by chance.

e. Arbitration of grievances hereunder will be limited to the formal grievances as originally filed by CAPE on behalf of an employee whom it has represented in the processing of this grievance, to the extent that said grievance has not been satisfactorily resolved.

f. The fees and expenses of the arbitrator will be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

g. The written decision of an arbitrator resulting from any arbitration of grievance hereunder shall be entirely advisory in nature and shall in no way be binding upon any of the parties hereto or appealable.

h. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

It is agreed and understood by the parties to this Memorandum of Understanding, that there will be a reasonable number of area representatives and alternate area representatives for this Unit. CAPE will not appoint an employee as an area representative or alternate area representative during an employee's initial probationary period or while an employee has been rated as Needs Improvement or Unsatisfactory on his most recent employee evaluation.

CAPE will provide the Human Resources Manager with a list of the names of employees selected as area representatives, which list shall be kept current by CAPE.

Subject to the provisions of Article 23, Grievance Procedure, CAPE area representatives may spend a reasonable amount of time to promptly and expeditiously investigate, prepare and process grievances without loss of pay or benefits of any kind. When an employee has discussed his complaint with his immediate supervisor in a sincere effort to resolve the complaint and subsequently has informed his immediate supervisor that he intends to file a written grievance, CAPE area representative may spend a reasonable amount of time, not to exceed sixty (60) minutes, to promptly and expeditiously assist the employee to write his grievance on the District's grievance form, without loss of pay or benefits. CAPE agrees, whenever processing of grievances is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized.

Area representatives, when leaving their work locations to process grievances, shall first obtain permission from their supervisor, as designated by Management, and inform him

of the nature of the business. Permission to leave will be granted within a reasonable time unless such absence would cause an undue interruption of work. If such permission cannot be granted when requested, the area representative will be informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday and legal holidays, after the time requested by the area representative, unless otherwise mutually agreed to.

Upon entering other work locations, an area representative shall inform the person who is designated by Management as responsible for the work location and the cognizant supervisor of the nature of his business. Permission to leave the job will be granted to the employee involved unless such absence would cause an undue interruption of work. If such permission cannot be granted when requested, the area representative will be informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday and legal holidays, after the time requested by the area representative, unless otherwise mutually agreed to. Denial of permission for an area representative to leave his work location or for an employee to meet with the area representative will automatically constitute an extension of time equal to the delay.

Area representatives may also use their individual vacation, sick leave or other personal leave to travel to various work locations for the purpose of meeting with employees in this Unit at their lunch or break time to conduct CAPE business. The employee must request time off work to conduct CAPE business at least three (3) business days in advance

of the day requested to be taken off. CAPE agrees that (1) an area representative shall not log compensatory time or overtime for time spent performing any function of a steward and (2) only one (1) area representative will be allowed to act as the area representative for a grievance, except by mutual agreement with the District's Management.

The District agrees that CAPE area representatives will not be discriminated against nor shall they be transferred as a result of acting in the capacity of an area representative.

**Labor-Management Meetings**

Upon request, a committee comprised of two (2) area representatives, one (1) CAPE representative, and at least one (1) District manager will meet no more frequently than once per year to discuss issues related to the Technical Support Unit.

Management will furnish bulletin board space to CAPE not to exceed 17" x 27" at locations mutually agreed to between the District and CAPE.

The bulletin board space shall be used only for the following subjects:

- a. CAPE recreational, social and related new bulletins;
- b. Scheduled CAPE meetings;
- c. Information concerning CAPE elections or the results thereof;
- d. Reports of official business of CAPE including reports of Committees or the CAPE Board of Directors; and
- e. Any other written material which first has been approved by the District's Management.

In no event may documents be posted disparaging District employees by name or position.

No material shall be posted without advance permission of the District's Human Resources Manager or his designated representative.

**Section 1. Deductions**

It is agreed that CAPE dues and such other deductions as may be properly requested and lawfully permitted, except for fines and special assessments, shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files written authorization requesting that such deduction be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to CAPE.

It is further understood and agreed that Management shall not be required to deduct said dues and other deductions, or remit same to CAPE, when any employee covered hereby, who has previously authorized such deductions, requests in writing cancellation of all or any portion of the deductions previously authorized.

**Section 2. Agency Shop Arrangement****Election**

No more frequently than once per year, if thirty (30) percent of the employees in this Unit sign a petition requesting an agency shop agreement and an election to implement an agency fee arrangement, CAPE shall have the right to request an election be conducted by State Mediation and Conciliation Services to determine whether a majority of the employees in the Unit, who vote, are in favor of an agency fee arrangement as provided by in Government Code Section 3502.5. CAPE shall pay the cost of the election.

If a majority of the employees in the Unit, who cast ballots, vote in favor of an agency shop arrangement, CAPE shall notify the District of its intent to implement an agency shop arrangement. CAPE will then notify employees in the Unit that they will be required, as a condition of continued employment, either to join CAPE, or to pay CAPE a service fee as provided in Government Code Section 3502.5(a).

**a. Dues/Service Fee Deduction Authorization**

An employee shall have thirty (30) working days following the initial date of notification of implementation of agency shop arrangement or employment to fully execute an authorization form indicating whether an agency shop fee or service fee deduction is authorized and return said form to CAPE and Human Resources Department. If the form is not completed and returned within thirty (30) working days, the District will discontinue the employee's employment.

**b. Religious Objections**

An employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support CAPE. Such employee shall, in lieu of dues, pay sums equal to dues, initiation fees, or agency shop fees to a non-religious, and non-labor charitable fund.

**Rescission**

It is mutually agreed by the parties that an Agency Shop arrangement in this Memorandum of Understanding may be rescinded by a majority vote of the employees represented by this Unit, as provided in Government Code Section 3502.5(d).

**Section 3. Indemnification Clause**

The Union agrees to indemnify and hold the District harmless from any liabilities which may arise as a result of the application of the provisions of this Article.

Authorized CAPE staff representatives may be given access to work locations during working hours solely for the purpose of conducting investigations of formal grievances and observing working conditions. A CAPE representative desiring access to a work location hereunder shall state the purpose of his visit and request authorization from the District's Management representative who is responsible for the work location before the intended visit unless the parties mutually agree to waive notice.

CAPE shall give the District's Management a sufficient number of copies of a written list of all authorized CAPE staff representatives, which list shall be kept current by CAPE. Access to work locations will only be granted to representatives on the current list.

CAPE agrees that its staff representatives will not interfere with operations of the District or any facility thereof.

Annually, upon request, Management will provide CAPE with a list of the names of all employees in the Unit. Annually, Management will notify CAPE of any new hires and terminations in the Unit.

Management will make available to each employee hired into the Unit a statement to be furnished by CAPE and written as follows:

CAPE has been recognized by the County Sanitation Districts as the exclusive representative for employees in your Unit. CAPE has the exclusive right to represent you in negotiations with the District on salaries, hours of work, and working conditions.

CAPE will represent you in processing a grievance including the exclusive right to request arbitration for an employee. If you want information on how to join CAPE, call (213) 484-0400 or see your area representative where you work.

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the District's Collective Committee for determination, neither CAPE nor Management, nor their authorized representatives, will appear before the Boards of Directors individually to advocate any amendment, addition, or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Collective Committee nor meeting with individual members of the Boards of Directors to advocate or urge the approval of this Memorandum of Understanding in its entirety and the enactment of amendments to the District's ordinances necessary to implement this Memorandum of Understanding.

**Section 1.**

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

**Section 2.**

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any matter covered herein or with respect to any other matters, during the term of this Memorandum of Understanding.

**Section 3.**

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not in any manner be binding upon the parties hereto unless made by and executed in writing by all parties hereto, and if required, approved and implemented by the District's Boards of Directors.

**Section 4.**

The waiver of any breach, term, or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

For purpose of administering the terms and provisions of this Memorandum of Understanding:

a. Management's principal authorized agent will be the District's Chief Engineer and General Manager or his duly authorized representative { Address: 1955 Workman Mill Road, Whittier, California 90601. Telephone number (562) 699-7411 }.

b. CAPE's principal authorized agent shall be its Manager, or his duly authorized representative { Address: 1910 West Sunset, Suite 600, Los Angeles, California 90026. Telephone number: (213) 484-0400 }.

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal and State laws and regulations, and current District's laws. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws and regulations, or is otherwise held to be invalid or unenforceable by a tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable laws or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

The parties, having reached a full and entire agreement, have hereto caused their duly authorized representative to execute the Memorandum of Understanding.

California Association of  
Professional Employees

County Sanitation Districts  
of Los Angeles County

---

---

---

---

---

---

---

---

---

---

---

---

---

Dated