



**Memorandum of Understanding
between
Pleasant Valley Recreation and Park District
and
Service Employees International Union Local 721
representing PVRPD Employees**

July 1, 2015 - June 30, 2018

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ARTICLE 1 – PURPOSE OF THE AGREEMENT

- A. It is the purpose of this Memorandum to promote and provide for harmonious relations, cooperation, and understanding between the District and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the full and entire understanding of the parties reached as a result of meeting and conferring in good faith concerning wages, hours, terms and conditions of employment of employees covered herein. The parties jointly agree to submit this Memorandum to the Association and District Board of Directors for adoption.

ARTICLE 2 – PVRPD MANAGEMENT RIGHTS

- A. In accordance with Article 34, management of the District is vested exclusively in the District. All management functions, rights, and prerogatives, written or unwritten, which have not been modified or restricted by an express written provision of this Agreement are retained and vested exclusively in the District's management and may be exercised by management at its sole discretion. Management functions, rights, and prerogatives include the District's right to determine and effect its mission, programs, objectives, activities, resources, and priorities; establish and administer procedures, rules and regulations, and direct and control the District's operations; alter, extend, or discontinue operations, including, but not limited to existing equipment, facilities, and location of operations; determine and modify change and furlough the number, qualifications, scheduling, responsibilities and assignment of employees, establish, maintain, change, and enforce standards of performance, conduct, order and safety; establish, maintain, change, enforce policies and procedures and determine all matters related to employee recruiting, hiring, appointment, retention, promotion, and transfer; evaluate, determine the content of evaluations, and determine the process and criteria by which employees' performance is evaluated; establish and require employees to observe the District's rules, policies and regulations; establish, maintain, change, and enforce employee discipline and dismissal, policies and procedures; establish and modify calendars, including holidays and holiday scheduling; establish, assign, and modify work locations and work hours; and subcontract all or any portion of District operations.

ARTICLE 3 – UNION RIGHTS

- A. Visits by Union Representatives: Accredited representatives of the Union will be granted reasonable access to District facilities and employees for purposes of investigation of grievances and official Union business, provided Union representatives shall provide twenty-four (24) hours advance notice to the supervisor in charge of the work area that is being visited. Such visits shall not interfere with the normal operations of the department.
- B. A designated SEIU staff member shall be given reasonable access to work locations during working hours, provided that such visits do not unduly interfere with the District's operations, and that advance notification of the visit has been given. The SEIU Local 721 stewards shall be given similar access during their lunch and rest periods. These visits shall be to observe working conditions or to investigate grievances.
- C. The District agrees that Union-related activities by stewards of the union shall not affect the promotional opportunities of said employees.
- D. Bulletin Boards: The Union will be allowed to use space designated by the District on existing bulletin boards where available to post notices regarding Union business. Use of the boards shall be limited to the five (5) general types of notices:
 - a. Listings of names, work location and telephone extensions of Union Officers and Officials
 - b. Union meetings
 - c. Union elections
 - d. Union recreational and social events
 - e. Union education notices
- E. SEIU will provide Human Resources or designee a copy of any materials to be posted no later than one business day prior to the posting.
- F. SEIU Local 721 members shall designate up to three (3) members as its union stewards. SEIU shall notify Human Resources or designee of this designation annually on or before February 1.
- G. SEIU shall also notify the Human Resources Supervisor of any change in stewards within fourteen days of the change.

ARTICLE 4 – TERMS OF AGREEMENT

- A. The Memorandum of Understanding commences at 12:01 AM on July 1, 2015, and is effective to and including 12 MIDNIGHT, June 30, 2018.
- B. In the event either the District or SEIU desires to meet and confer in good faith on amendments to wages, hours, terms and conditions of employment, either party may serve upon the other during the period from March 1 to March 31 of 2018 its written request to commence meet-and-confer sessions. Unless changes are specifically proposed each year by the District or SEIU to district-wide wages, hours, terms and/or conditions of employment, it is agreed that those terms and the provisions of this Memorandum will remain in effect.

ARTICLE 5 – OBLIGATION TO SUPPORT AGREEMENT

- A. The negotiators for the District and SEIU agree that both have the obligation to support this Memorandum before their own constituents, and neither will advocate any amendment, addition or deletion to the terms and conditions contained herein except as provided for in Section 16, Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Pleasant Valley Recreation and Park District Board of Directors to advocate or urge the approval of this document in its entirety.

ARTICLE 6 – RECOGNITION AND COVERAGE

- A. Pursuant to applicable State law and past practice, the District recognizes SEIU as the sole and exclusive bargaining representative of the full-time, part-time year-round, and seasonal/temporary part-time employees occupying the classifications listed in Appendix A.

ARTICLE 7 – MEET-AND-CONFER SESSIONS

- A. SEIU may designate not more than four (4) District union members to serve as members of SEIU's meet-and-confer team. No more than three meet-and-confer team members shall be present at any meet-and-confer session, with the fourth member serving as an alternate. A reasonable effort will be made to allow SEIU employees to have their work hours and/or duty days adjusted so that they will be on active duty during negotiations. No employee shall receive overtime for time spent negotiating if it is not possible to adjust their work schedule. Participation in negotiations does not release any employee from responsibilities of their full-time employment requiring immediate attention or action.

- B. The above provisions of this Article shall be subject to (1) the operational requirements of the District, and (2) the requirements that the Union member who wishes to be excused from his/her official duties hereunder requests such from his/her immediate supervisor no less than two working days in advance, except that this requirement may be waived with the express approval of the employee's immediate supervisor in the case of an unforeseeable emergency meeting.
- C. It is understood by the District and SEIU that amendments to the existing Memorandum of Understanding presented for meet-and-confer sessions shall be accompanied by a statement signed by a SEIU representative and meet-and-confer team members declaring that the proposed amendments have been accepted in principle by a majority of the membership of the union for the purpose of meet-and-confer sessions with the District.

ARTICLE 8 – GRIEVANCES AND REPRESENTATION

- A. Grievance: A “grievance” shall mean a written allegation by an employee(s) or Union concerning dispute arising out of the interpretation or application of the specific terms of this MOU and/or written employment policy, rules and regulations which affect conditions of employment. An authorized Union representative may file a “grievance” on behalf of all employees to avoid a multiplicity of grievances over the same dispute.
- B. The District recognizes that employees may have complaints, suggestions, or questions about their job, working conditions, or treatment at work. Good-faith complaints, questions, and suggestions are helpful to the District. The overall policy of this procedure is to provide for the resolution of grievances at the lowest level within the employment hierarchy.
- C. The District agrees that, during the term of this Memorandum, it shall recognize SEIU representatives in the handling of grievances arising on the job when so informed in writing by the grieving employee.
- D. SEIU shall notify the District of the name of the SEIU staff member to represent the employee prior to any hearing on the grievances; such written notification shall cite the applicable MOU provision and include the basis for the grievance. Receipt of notification shall be acknowledged by the District.
- E. A grievance shall not be valid unless it is submitted to the District’s designee, in writing, setting forth the facts and the specific provisions of the MOU allegedly

violated and the particular relief sought within ten (10) business days after the date the grievant knew or in the exercise of reasonable diligence, should have known, of the event giving rise to the grievance occurred. Failure to file or process any grievance within the prescribed time limitation will bar grievance.

- F. If the grievance is not satisfactorily adjusted in the second step, at the employee's request, it shall be submitted to advisory mediation within ten (10) business days after the Department Manager's answer is received, or as soon as a mediator is available. Advisory mediation will involve the employee and his/her representatives and the Department Manager and *any* staff deemed appropriate. The mediation meeting will be scheduled by Human Resources. If the grievance is not satisfactorily resolved during this process, within 30 calendar days after the mediation session, the employee may have the grievance, including the mediator's analysis and recommendation, submitted to the General Manager. The General Manager shall have the final decision however; if it were to involve the General Manager he/she would delegate the decision to the Department Manager not involved. If all parties were involved the General Manager could use an outside consultant determined by the District.

ARTICLE 9 – USE OF AGENCY FACILITIES

- A. The District interposes no objection to SEIU's use of District buildings and facilities to conduct meetings of the Union, providing the meeting space is arranged for in accordance with existing policies, procedures and such space is available.

ARTICLE 10 – MODIFICATION AND WAIVER

- A. District regulations, rules, or policies issued during the life of this Memorandum shall be reviewed by the District and SEIU at the request of SEIU to determine their effect on the understandings outlined herein.
- B. The waiver of any breach, term or condition of this Memorandum by either party shall not constitute a precedent in the future enforcement of all its terms or provisions.
- C. In the event of a violation of any part of this Memorandum, failure to object to the violation within sixty days shall constitute a waiver of the provision with respect to the specific violation, but shall not waive or bar future enforcement of all provisions.

- D. Any modification of any of the terms or provisions contained herein shall be binding when agreed to in writing by both parties and approved and implemented by the Pleasant Valley Recreation and Park District Board of Directors and SEIU.
- E. Changes to items affecting wages, hours, or terms and condition of employment shall be provided to SEIU in advance of implementation, except that changes implemented on an emergency basis will be conveyed to SEIU with least practicable delay. The District shall meet and confer on such changes if so requested by SEIU with notification to be given to the District within seven (7) days of receipt of the change by SEIU.

ARTICLE 11 – AVAILABILITY OF PUBLISHED DATA

- A. The District will make available to SEIU, and SEIU to the District, such information pertaining to employer-employee relations as is contained in the records of the respective organizations, subject to the limitations and conditions set forth in the applicable Government Code Sections. To facilitate negotiations, SEIU and the District shall provide and exchange the published data it regularly has available concerning subjects under negotiation, including data gathered concerning salaries and other terms and conditions of employment provided by comparable public and private agencies, provided that when such data is gathered on the promise to keep its source confidential, the source shall not be revealed.

ARTICLE 12 – CIVIL RIGHTS

- A. The District and SEIU recognize their responsibilities under the law relating to fair employment practices and reaffirm their commitments to the moral principles involved in the area of civil rights.

ARTICLE 13 – EMPLOYEE PERSONNEL ACTIONS

- A. No written material considered to be derogatory or relating to performance, salary or a disciplinary action shall be placed in the personnel file of an employee without the employee first being given an opportunity to read such material. The employee shall acknowledge that he or she has read such material by affixing a signature on the material to be filed with the understanding that although such signature indicates acknowledgment, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in the personnel file

with an appropriate notation by the employee's supervisor or other District representative.

- B. The District shall, in writing and within five (5) working days of an employment status change, notify the affected employee of any resultant change in his/her compensation and/or benefits.
- C. By appointment, an employee may review his/her personnel file by contacting the General Manager for a time and date within five (5) working days of the request.

ARTICLE 14 – SEIU DUES, DEDUCTIONS AND AGENCY SHOP

- A. Employees covered by this MOU shall, as a condition of employment, become or remain members of SEIU or shall pay to the union a service fee in lieu of membership dues. Such dues or service fees are set in accordance with the by-laws for the Union.
- B. SEIU membership dues shall be deducted each pay period in accordance with the District procedures and provisions of applicable law from the salary of each employee who files with the District a written authorization requesting that such deductions be made. Remittance of the aggregate amount of all such monies shall be made by the District to SEIU at the conclusion of each month in which said dues were deducted. Any changes in union dues must be given to the District a minimum of 30 days prior to change to accommodate changes to payroll. SEIU will pay the costs incurred by the District in order to set up the employee's deductions. After initial set up SEIU will be charged \$5 per employee to make changes to requested dues.
- C. Employees who are members of SEIU on the effective date of this Memorandum of Understanding, and those who voluntarily join thereafter during the term of the Memorandum of Understanding, are required to maintain their membership in SEIU during the term of the Memorandum of Understanding subject to the following exception: District employees who are members of SEIU may elect to withdraw their membership during the first ten working days of December of each year upon written notification to the District. Any employee who is not a union member shall be subject to the agency shop service fee.
- D. Employees who do not want their personal contact information (e.g. home address, phone number) disclosed to the union upon request may opt-out of such disclosure by notifying Human Resources or designee in writing during the first ten working days of December. The District shall deliver to opted-out

bargaining unit members Hudson notices and any other types of Union-related communications needed for the union to meet its duties as the exclusive bargaining representative.

- E. Voluntary deductions for C.O.P.E. (Committee on Political Education) shall be withheld only if the employee so authorizes in writing on a form provided by the Union and approved by the District as long as vendor can accommodate request.
- F. Changes to the payroll deduction shall commence on the pay period after the authorization or written notification is received by the District.
- G. The Union shall indemnify, defend and hold the District, its officers and employees harmless against any and all claims, demands, suits, and from liabilities of any natures which may arise out of or by reason of any action taken or not taken by the district under the provisions of this Article. Any claims, demands, disputes arising from the application or interpretation of this Article shall be filed with SEIU and shall not be subject to the District's grievance procedure.

ARTICLE 15 – DISCIPLINARY ACTION

- A. For purposes of this Article, actions including discharge, demotion for cause, suspension without pay, being placed on probation, and written warnings, admonitions, and reprimands shall be defined as disciplinary action.
- B. When disciplinary action is taken, the District, upon request of the employee, will furnish the employee and SEIU copies of any documents or written statements considered by the District in justifying its actions.
- C. Employees shall retroactively accrue vacation and sick leave credits if discharged or suspended without pay as a result of disciplinary action and the action is later revoked by the District.

ARTICLE 16 – TRANSFER OF FUNCTION

- A. The District agrees that in the event a District function is transferred to another governmental agency, the District will in good faith effort discuss with the transferring agency to place the terminated employees with the recipient agency and obtain benefits equal to those afforded him/her by the District.

ARTICLE 17 – POLICIES REGARDING EMPLOYMENT

- A. The District will provide SEIU with complete copies of all policies, procedures, handbooks, employee manuals, and other official documents that pertain to wages, hours, and working conditions. The District agrees to meet-and-confer regarding any changes to wages, terms or conditions as required by the Meyers-Milias-Brown Act (Gov. Code § 3500 et seq.).

ARTICLE 18 – SALARY PLAN

- A. Salaries shall be based on financial conditions of the District. District and SEIU will give due consideration to economic and other appropriate indicators presented in the meet-and-confer sessions concerning employee compensation.
- B. The District's normal business hours range between 6:00 am to 10:00 pm, Saturday through Friday. The District shall pay a shift differential of two-and-one half (2½%) percent for hours worked between 8:00 pm and 6:00 am.
- C. Full-Time/Part-time Year Round Employee salaries shall be increased by 2.5%, effective the first pay date on or after July 1, 2015.
- D. Full-Time/Part-time Year Round Employee salaries shall be increased by 2%, effective the first pay date on or after July 1, 2016.
- E. Full-Time/Part-time Year Round Employee salaries shall be increased by 1%, effective the first pay date on or after July 1, 2017.

ARTICLE 19 – WORKING HOURS FOR FULL TIME EMPLOYEES

- A. This Article is intended to define the normal hours of work and work schedules and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. The District has the right to implement any of the negotiated work schedules to meet the needs of the organization and the individual department. Prior to implementation, the District shall meet and confer with SEIU on the impacts to specific employees.
 - 1. Regardless of assigned schedule, full-time employees shall be assigned to work a sufficient number of workdays and/or be credited with holidays, vacation, sick, and compensation leaves under Federal and State laws, to normally equal a total of two hundred sixty (260) workdays of either (8) hour periods per calendar year or two thousand eighty (2,080) hours.

2. The normal work day shall be eight (8) consecutive hours of work, exclusive of an unpaid lunch period in a consecutive twenty-four (24) hour period.
 3. The normal work week shall be five (5) consecutive work days and two (2) days of rest in a seven (7) consecutive day period.
 4. When shift changes occur, there shall be a minimum of eight (8) hours between shifts.
 5. When work schedules are regularly and routinely used and there will be a permanent schedule change the schedules shall be posted at least fourteen (14) calendar days prior to the effective date.
 6. When a Department Manager finds it necessary to make modifications or changes to a regular work schedule on a temporary basis; the Manager shall notify the affected employee(s) indicating the proposed change with seven (7) calendar day's prior notice. In the case the needs of the "District" arise a schedule can be changed not to exceed one (1) work shift.
 7. A schedule may be established that contains nine (9) hour work days with an hour or half-hour unpaid lunch period, providing the employee receives overtime compensation or compensatory time off for hours worked in excess of regularly scheduled work week.
- B. The foregoing provisions may be modified based upon changes in the Fair Labor Standards as issued by the State and Federal government.
- C. Nothing herein shall be construed to affect in any manner whatsoever irregular work day or work week assignments required for the maintenance of necessary operations.

ARTICLE 20 – PERFORMANCE AND PROBATIONARY EVALUATIONS

- A. All original and promotional appointments to positions in the classified service shall be tentative and subject to a probationary period of one (1) year from the date of appointment to the position. The purpose of the probationary period is to train, observe and evaluate the employee on conduct, performance, attitude, adaptability and job knowledge.

1. Initial Probation: It is understood that the probationary period will normally last for one (1) year from the date of appointment, but may last longer than the one (1) year if absences, either paid or unpaid, cause the probationary employee to work less than one thousand six hundred eight (1,680) hours.
 2. Promotional Probation: It is understood that the probationary period, upon promotion, will normally last for six (6) months from the date of probation, but may last longer than the one (1) year if absences, either paid or unpaid, cause the probationary employee to work less than one thousand and forty hours (1,040).
 3. An employee released during, or at the conclusion of, probation following a promotion, shall be reinstated to the position previously held, at the former salary step, except if the reasons for release are cause for dismissal.
 4. During the probationary period an employee may be released at any time without right of appeal. Written notice of release shall be furnished the probationer.
- B. The performance of each employee shall be formally evaluated quarterly during the probationary period and at least fifteen (15) days before the end of the probationary period. Thereafter, reviews shall be conducted annually.
- C. Employees, whose job performance warrants, may be reviewed at any time. Those who receive "improvement needed" and/or "unsatisfactory" ratings shall be given interim reviews until the deficiency is corrected or other appropriate action taken.
- D. When it is known that a supervisor will be terminating employment or will be reassigned, each employee under his/her direct supervision who has not received a performance evaluation within ninety days may, at the District's discretion, receive another evaluation.

ARTICLE 21 – PROMOTION BETWEEN CLASSIFICATIONS

- A. Promotion between Grounds I and Grounds II will be dependent upon:
1. Availability of a vacant Grounds II position
 2. Ability to possess at least three (3) licenses/certifications;

- a. Pesticide license
- b. Playground Safety Certification
- c. Back Flow License
- d. Class A License
 - i. The U.S. Department of Transportation requires employees with a Class A license to participate and pass random drug testing; this will be a condition of employment.
- e. A.F.O. or C.P.O. license
- f. Certification by International Society of Arboriculture as a Tree Worker or Arborist
- g. Irrigation Certification
- h. Horticulture Certification
- i. Small Engine repair
- j. Heating Ventilation and Air Conditioning Maintenance (Specialized training)

- 3. There will be a practical test administered one time per year.
- B. Employees at this level receive only occasional instruction or assistance as new, unusual or unique situations arise and are fully aware of operating procedures and policies of the work unit.

ARTICLE 22 – OVERTIME AND COMPENSATORY TIME

- A. All overtime work shall be held to a minimum consistent with efficient operation and provision of essential services. However; when overtime work is required, each employee is expected to accept and work such assignments. All compensable overtime must be performed at the direction of the department director or his/her authorized representative. Overtime hours may not be accrued without such approval.
- B. The District provides compensation for all overtime hours worked by non-exempt full-time employees in accordance with federal law as follows:
- 1. Any hours worked in excess of regularly scheduled full time hours in one workweek will be treated as overtime. A workday begins at 12:01 am and ends at midnight twenty-four (24) hours later. The workweek begins Saturday at 12:01 am and ends Friday at 11:59 pm.
 - 2. Employees shall be paid at a rate of one and one-half times the employee's regular rate of pay for hours worked in excess regularly scheduled hours. Overtime hours shall be computed to the nearest quarter (1/4) hour.

- C. Sick time, holiday, and vacation hours paid, but not worked, are not included in calculating overtime. Only actual hours worked in a given workday or workweek, and not hours scheduled, will apply in calculating overtime.
- D. A non-exempt employee who performs authorized work in excess of regularly scheduled hours in his/her scheduled work week shall be compensated at the rate of one-and-one half times his/her regular rate of pay for such overtime hours worked. Overtime hours shall be computed to the nearest quarter hour.
- E. At the option of the full time employee, hours worked beyond the forty (40) or the normal number of hours scheduled in a work week may be designated as flextime hours and taken off in equivalent hours at some time during that work week only with the supervisor's approval. Such time off shall be considered an excused absence and reported on employee time sheets as flextime taken.
- F. At the option of the full-time employee, hours worked beyond their normally scheduled hours in a work week may be designated as compensatory time off in lieu of monetary overtime compensation. The compensatory time is earned at the rate of one-and-one-half hours for each hour of overtime worked and may be accrued to a maximum of eighty (80) hours. Employees will be paid for accrued compensatory time not taken prior to termination.
- G. Employees on call to work shall be granted a minimum of two hours of overtime, including a portal-to-portal time allowance of no more than forty-five minutes. On call hours shall not be designated as flextime nor compensatory time, and shall be compensated at the overtime rate.
- H. Weekend work, if not normally scheduled, may be compensated at the rate of one-and-one half times the regular rate, and may be designated as flextime or compensatory time for full-time employees and employees not on call.
- I. Employees directed to attend a position-related training program conducted during non-working hours shall be entitled to equal time off preferably on the same day or the day preceding or following each training session when business needs allow.

ARTICLE 23 – SAFETY

- A. Employees shall be responsible for adherence to all published safety rules and regulations and for reporting to District supervisory personnel conditions

deemed to be hazardous. Safety training as necessary shall be scheduled and conducted by qualified personnel.

1. CPR and First Aid Certification required no later than three (3) months after employment and must remain current through-out employment.
- B. Employees shall not lose pay or be otherwise penalized for refusing to work after reporting hazardous conditions that are in violation of District or State safety rules or regulations and the hazardous condition has been substantiated by appropriate authority.
- C. Employees as well as the employer need to manage and provide for a safe workplace. All parties need to be vigilant in inspecting the workplace as well as following safety protocols.

ARTICLE 24 – WORK CLOTHING

- A. Employees covered by the Memorandum who are provided work clothing per the employee manual shall be provided an adequate number of changes so that clean and serviceable clothing can be worn each day worked.
 1. District will provide the following for full time employees:
 - a. 5 t-shirts/polo shirts per fiscal year
 - b. 1 hat per year
 - c. Sweatshirt or Jacket every other year
 2. Full time employees will receive reimbursement for the purchase of the following items on a fiscal year bases; provided, they turn in receipts within 30 days.
 - a. Denim Blue Jeans -not to exceed at total of \$150
 - b. Steel or Safety toed work boots not to exceed \$150
 3. Part-time Year Round employees will receive two t-shirts and 1 hat per fiscal year.

ARTICLE 25 – HOLIDAYS

- A. The District shall recognize the following holidays:

1. New Year's Day – January 1st
 2. Martin Luther King Jr. Birthday - Third Monday in January
 3. Presidents Day – Third Monday in February
 4. Memorial Day – Last Monday in May
 5. Independence Day - July 4th
 6. Labor Day – First Monday in September
 7. Columbus Day – Second Monday in October
 8. Veteran's Day – November 11th
 9. Thanksgiving Day – Fourth Thursday in November
 10. Day after Thanksgiving
 11. Christmas Eve Day - December 24th
 12. Christmas Day – December 25th
- B. A full-time employee who is required to work on a district holiday shall be compensated at the rate of straight time for time actually worked. In no event shall such an employee be compensated for working a fixed holiday in excess of one and one-half (1 ½) times the employee's regular hourly rate of pay.
- C. If a fixed holiday falls on a full-time employee's regularly scheduled workday, the employee shall be entitled to their normal work schedule for holiday time off. If a fixed holiday falls on an employee's regularly scheduled day off, the full time employee shall be entitled to their regularly scheduled workday of holiday compensatory time. Holiday time must be used within 60 days. Upon termination or retirement, employees shall be compensated for any unused accrued holiday time at the then current regular hourly rate of pay.

ARTICLE 26 – SICK LEAVE

- A. Accrual of Sick Leave: Every regular full time employee shall accrue sick leave at the rate of 3.69 hours per pay period. Employees in regular positions budgeted less than eighty (80) hours per pay period shall receive sick leave accumulation on a pro-rata basis. Part-time year round employees shall accrue sick leave at 1.54 hours per pay period.
1. Paid sick leave shall continue to accrue during any period of leave with pay, including sick leave. There shall be no cap on the number of sick leave hours an employee may accumulate for illness.
 2. Temporary or Seasonal Employees shall be entitled to paid sick leave. Sick leave for eligible Temporary or Seasonal Employees shall accrue at the rate of one (1) hour for every thirty (30) hours worked and accrual of sick

leave shall be capped at 6 days or 48 hours. Sick leave may be used after thirty (30) days of employment.

- B. Charge for Sick Leave: If an employee performs his/her duties for part of a working day, he/she shall be credited with those hours worked, and charged sick leave only for those hours not worked for reason of illness or injury. Sick leave must be used in one quarter (1/4) hour increments.
- C. Proof of Illness: A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness of three (3) consecutive days or more. A Department Head may request a doctor's certificate for absences of less than three (3) consecutive days.
- D. Notice of Sickness: The Department Manager or designee must be notified not later than one hour prior to the start of the employee's scheduled tour of duty. It is the responsibility of the employee to keep the Department Manager or designee informed as to the continued absence beyond the first day.
- E. Accumulated sick leave shall have no cash value for any employee who terminates for any reason prior to the completion of five (5) years of service with the District. Employees who terminate after the completion of five years of employment shall be compensated at the rate of twenty five percent (25%) and is limited to 500 hours and employees 10 years and over of service will be compensated at a rate of fifty percent (50%) limited to 1,000 hours. Based upon salary in effect at the time of Termination.
- F. Upon retirement, accumulated sick leave will be converted to retirement benefit credits, with no cash value, in accordance with terms and conditions of the District contract with the Public Employees' Retirement Systems (PERS).

ARTICLE 27 – BEREAVEMENT LEAVE

- A. In the event of a verified death in an employee's family, upon request, the District shall grant a full-time employee up to three (3) days and a part-time year round employee up to eighteen (18) hours of bereavement leave.
 - 1. For the purpose of this Article, the term "family" shall be defined as spouse, child, parent, sibling, grandparent, grandchild, parent of a spouse, registered domestic partner, and parent of a registered domestic partner.

- B. Bereavement leave will be paid at full pay for up to three (3) consecutive work days or eighteen (18) consecutive hours and shall not be charged against the employee's accrued vacation or sick leave.
- C. When travel to a distant location or other circumstances require an absence longer than three (3) consecutive work days or eighteen (18) consecutive hours, the District may allow the employee to use up to two (2) days of accrued sick leave.
- D. If the employee requests to take a cumulative leave of longer than five (5) consecutive work days, the District may allow the use of accrued vacation or compensatory time.

ARTICLE 28 – MEDICAL BENEFITS

The District is committed to providing employees with benefits necessary to provide assistance in the event of medical need.

- A. Employees who begin working for the District and submit their insurance application between the first and the 15th day of the month may have health insurance coverage beginning on the first of the following month.
- B. Employees who submit their insurance application between the 16th and the last of the month may be covered from the first day of the second calendar month.
- C. District and Full-Time Employee Medical Contributions:
 - 1. Starting January 2015 the District will contribute 62.5% towards the highest cost HMO family health plan. Employees will contribute 37.5%. Any amount in excess of the highest cost HMO family health plan will be paid directly by the employee.
 - 2. January 2016 the District will contribute 55% towards the highest cost HMO family health plan. Employees will contribute 45%. Any amount in excess of the highest cost HMO family health plan will be paid directly by the employee
 - 3. January 2017 the District will contribute 55% towards the highest cost HMO family health plan. Employees will contribute 45%. Any amount in excess of the highest cost HMO family health plan will be paid directly by the employee

4. Part-time year-round employees are entitled to medical benefits only for the employee and will follow the above guidelines.

D. District and Full-Time Employee Dental Contributions:

1. January 2015 the District will contribute 75% of total cost of dental plan. Employees will contribute 25%.
2. January 2016 the District will contribute 75% of total cost of dental plan. Employees will contribute 25%.
3. January 2017 the District will contribute 70% of total cost of dental plan. Employees will contribute 30%.

E. District and Full-Time Employee Vision Contribution:

1. July 2015 the District will contribute 80% of total cost of vision plan. Employees will contribute 20%.
2. July 2016 the District will contribute 80% of total cost of vision plan. Employees will contribute 20%.
3. July 2017 the District will contribute 70% of total cost of vision plan. Employees will contribute 30%.

F. The District shall continue its contributions for at least twelve weeks (12) for any employee who must be absent from work because of injury, illness, or approved leave, including industrial leave. The District shall continue its contributions up to twelve weeks (12) as long as the employee is using available paid leave time off to cover the absence or to supplement the workers' compensation benefit. However, Section 3 above shall apply only if needed to cover the benefits costs and will not provide cash back to the employee.

G. The District complies with the CalPERS Minimum Employer Contribution, California Government Code 22892 of PEMHCA. The district pays a minimum contribution to current employees and District retirees in the amount of \$122 in 2015. This rate is subject to change yearly per CalPERS and the Consumer Price Index-Urban.

ARTICLE 29 – EDUCATION AND TRAINING

- A. The District will provide educational assistance to regular full-time employees who have completed one year of employment with the District. Program criteria and funding are at the discretion of the District, and subject to change annually.
 - 1. To maintain eligibility, an employee must remain on the active payroll and be performing satisfactorily through completion of each course.
 - 2. The course shall directly relate to the employee's current job duties; or any course, including outside-the-major electives, required for a degree or certificate in the field either directly related to the employee's current duties, or a field in which the employee would have reasonable expectation of being promoted to while employed with the District.
- B. Eligible employees will be reimbursed for 75% of their cost for tuition and books for each semester for a maximum of \$1,200 per fiscal year.
 - 1. An outline of the courses(s) and written approval from the General Manager prior to registration must be submitted.
 - 2. Transcripts showing completion of the course with a passing grade of a "C" where letter grades of "A" to "F" are used, or successful completion defined as "pass" for a "pass/fail" course are required to be submitted.
 - 3. Receipts for tuition and books must be submitted within 30 days of course completion.
- C. Employees must remain with the District for a minimum of one year after the completion date of any course for which Educational Assistance Funds were received. If they leave prior to one year, they will have 30 days from resignation or termination to reimburse the District for all educational financial assistance received.
- D. The District will pay the licensing fee whenever an employee is required to obtain a certificate, license or endorsement in order to carry out the duties assigned. The District will reimburse one time for the costs associated with successfully obtaining the certificate, license or endorsement.

ARTICLE 30 – RETIREMENT

- A. Social Security and Medicare are an important part of every full time and permanent part-time employee's retirement benefit. The District pays a

matching contribution to each full time employee's Social Security and Medicare taxes.

- B. The District also participates in the California Public Employee Retirement System (CalPERS). According to guidelines established by CalPERS, all eligible employees must participate in this program. Contributions to CalPERS will be made by the District and by the employee in accordance to the guidelines established in the contracts and resolutions of the District.
1. For employees with a hire date before March 31, 2011, the District is contracted for a retirement formula of 2.5% @ 55 provided for by the Public Employees' Retirement Law at Government Code section 21354.4.
 - a. Effective July 1, 2015, the employee's total contribution for classic members shall be capped at 8% (PEPRA compliance).
 - b. All represented employees at 2.5% @ 55 will continue to pay 12% of which 8% will be the Normal Cost (employee share) and 4% will be for the loan to enhance their retirement. This will last until August 2022 or until the loan is paid off, whichever will happen sooner. At that time these members would return to PEPRA compliance.
 2. For employees with a hire after March 31, 2011 through December 31, 2012, or classic PERS members (as defined by PERS) hired by the District on or after January 1, 2013, the District is contracted for a retirement formula of 2% @ 60 provided for by the Public Employees' Retirement Law at Government Code section 21353.
 3. For employees with a hire date on or after January 1, 2013 who are new PERS members as defined by PERS, the District is contracted for a retirement formula of 2% @ 62 provided for by the Public Employees' Retirement Law at Government Code section 7522.20(a).
 - a. Employees hired after January 1, 2013 who are also new PERS members (as defined by PERS) will be responsible for paying the statutorily mandated employee contribution rate of one half of the total normal cost per section code 20516.5 of the California Public Employees Retirement Law.
- C. Each year, the District shall report as Tax Deferred Member Contributions that portion of the PERS contribution actually being paid by the employee.

- D. The contributions referenced above are based upon authority from PERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.

ARTICLE 31 – MANAGEMENT/EMPLOYEE MEETING

- A. A Joint Labor/Management Committee shall be established to provide a forum for labor and management to discuss issues of concern to the parties.
- B. The local 721 SEIU union may designate up to four (4) District union members as provided in Article 7, Meet and Confer to attend the Labor/Management meetings. No more than three (3) team members shall be present at any meeting or session, with the fourth member serving as an alternate.
- C. The Joint Labor/Management Committee shall meet twice each fiscal year or more or less often as determined by the Parties.

ARTICLE 32 – PRIVATE VEHICLE MILEAGE ALLOWANCE

- A. Employees who drive privately owned vehicles on District business shall receive reimbursement at a rate equivalent to the rate allowed by the Internal Revenue Service.

ARTICLE 33 – LIGHT DUTY POLICY

- A. Light duty is granted only on a temporary basis at the sole discretion of the General Manager and the Department Manager. It will be granted based upon the needs of and benefit to the District, and the ability of the employee to perform the essential functions of a position which is authorized by the District and is available.
- B. Light duty will be granted for a maximum of twenty-six (26) weeks in any two (2) year period for all injuries, both industrial and non-industrial.

ARTICLE 34 – CONTRACTING OUT DISTRICT SERVICES

- A. The District can contract out work in accordance with law provided that before the District contracts the services of an entire division of District government, it shall meet and confer with Union regarding the effects of said contracting on affected employees; and to take any action necessary to meet conditions of any emergency nature. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, transfer and discipline employees. The District retains the sole and complete discretion to determine the methods, means, and personnel by which District operations are to be contracted. The objective of contracting or subcontracting out shall be to provide the services and/or work at a lesser cost, or to have the work performed that is not within the skill set of District employees or for which the District does not have the proper equipment.
- B. Prior to issuing an Request for Proposals (RFP) or expanding an existing service agreement to contract or subcontract out services which have been previously and regularly performed by employees in this bargaining unit, the District will notify and provide SEIU, upon request, an opportunity to meet and confer on the impact of contracting out.
- C. Upon request, the District will provide SEIU with the following information:
 - 1. Information regarding the scope of services to be contracted and proposed organizational changes.
 - 2. A copy of the formal RFP, where one has been prepared.
 - 3. Copies of staff reports to the Board of Directors which contain any analysis of the proposals and any recommendations.
 - 4. Information regarding savings to be achieved by contracting out versus performing the services with District employees.
- D. The District shall not commence an agreement for contracting or sub-contracting until the District has complied with the provisions of this Article.

ARTICLE 35 – LAYOFF POLICY AND PROCEDURE

- A. District may lay off a unit member because of shortage of work, lack of funds, material change in duties or organization, or for other legitimate reasons. The District may, after consultation with employees and/or formally recognized

employee organizations as required by law, consider alternative actions in order to minimize layoffs. The appointing authority will identify those classifications which will be reduced which will minimize the impact on the continued effectiveness of that Division and will meet the necessary reduction in force requirements as determined by the District.

B. Notification:

1. No less than ten (10) working days before the effective date of the layoff, the appointing authority will notify Human Resources of the name(s), classification(s), and reason(s) for layoff of employees being laid off.
2. All regular District employees to be laid off will be given written notice from Human Resources of the effective layoff date no less than ten (10) working days before the effective day of the layoff. Such notice will be hand delivered or sent by certified mail.
3. The written notice shall inform the employee of his/her displacement and priority employment rights.

C. Reduction in Force:

1. Once the classifications to be reduced have been identified, the appointing authority shall determine the employee(s) to be laid off in the following order:
2. Employees in the identified classifications that are temporary part-time employees.
3. Employees in limited-term or temporary full-time positions in reverse order of their classification length of service in the identified classifications.
4. Original probationary employees in reverse order of their classification length of service in the identified classifications.
5. Regular employees who, within the twenty-six (26) pay periods immediately prior to the layoff, have had a disciplinary action that resulted in a demotion, reduction of pay, or a suspension without pay for one (1) day or more.
6. Regular employees who on their last performance review received an unsatisfactory job performance evaluation. (Unsatisfactory is defined as

two marks on the employee performance evaluation form to the right of the "satisfactory" category for Parks and Administration Department employees.)

7. Regular employees with the least continuous classification service.
 8. If there are two or more employees to be laid off who have identical length of classification service, the order of layoff shall be by total length of continuous District service. If such District length of service is also identical, layoff shall be by random selection made by the General Manager.
- D. Displacement Rights (Bumping): Whenever bumping rights are described, the employee must meet the minimum requirements for the job, and an employee's rights to bump will be determined by their overall service. In order to exercise bumping rights, a regular status employee must have previously served in a lower classification and must have seniority in that classification over the regular status employee who is being displaced. Conditions which affect displacement rights are as follows:
1. Employees who have been laid off in accordance with the criteria defined in B (4) are not eligible for bumping.
 2. The employee exercising the displacement privilege will displace employees in lower classifications in the same order as specified in paragraphs B (6) to B(7).
 3. All employees must exercise displacement privileges within five (5) working days after receipt of the Notice of Layoff, by written notice to Human Resources. If these privileges are not exercised within the specified time period, they are automatically forfeited.

E. Demotions:

1. Upon request of the employee, and with the approval of the appointing authority, an employee who has not held status in a lower classification may be allowed to demote to a vacant authorized position in the same department if he meets all the requirements of the lower position as determined by the appointing authority.
2. All employees who are demoted will be paid at the same rate of pay as prior to demotion, if, and only if, the rate of pay is within the range of the lower position. If this is not the case, the rate of pay shall be within the

salary range of the lower position which is closest the rate of pay prior to demotion.

F. Transfers:

1. The appointing authority may transfer an employee to a vacant position if the employee is qualified and technically capable of performing the duties as determined by the appointing authority.
2. Employees who are transferred will be paid at a rate of pay equal to the rate of pay prior to transfer. Any employee who does not accept a transfer within five (5) working days after Notice of Transfer is given will have automatically forfeited his ability to transfer.

G. Employees Demoted as a Result of a Reduction in Force:

1. Employees who are demoted as a result of a reduction in force shall have their names placed on a classification reemployment list, in the order of their classification seniority. Vacant positions within a classification series shall be first offered to employees on this list.

H. Reemployment of Employees Laid Off as a Result of Reduction in Force:

1. Employees who are laid off and who held regular status at the time of layoff shall have their names placed on a Reemployment List for classifications in which they previously held status and for classifications at the same or lower salary range for which they qualify in the order of their classification seniority.
2. Vacant positions in such classifications will be offered to eligibles on the Reemployment List who meet the minimum qualifications for such vacancies and prior to an open or promotional recruitment.

Employees who are laid off and who held regular status at the time of layoff shall also be eligible to compete for positions in classifications at a higher salary range within the same classification series of the position held prior to the layoff.

- I. Duration of Reemployment Lists: The eligibility of the individual on the Reemployment Lists shall extend for a period of two (2) years from the date of demotion or layoff. Eligibles not responding to written notification of an opening within ten (10) working days shall have their names removed from the Reemployment List.

- J. Restoration of Benefits Upon Reemployment Following a Reduction in Force:
1. Upon reemployment following a reduction in force, an individual will have the following benefits restored:
 - a. Prior sick leave accruals.
 - b. Seniority at time of layoff for purposes of determining merit increases, vacation accruals and future reduction in force.
- K. Non-Discrimination in Reduction in Force: Layoffs and demotions which result from a reduction in force shall be made without consideration being given to an employee's race, religion, sex (including gender, gender identity, gender expression, and pregnancy), national origin, ancestry, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality).
- L. Continuation of Employee Assistance Plan (EAP). Benefits: Employees who are laid off and who held regular status at the time of layoff shall be kept on the EAP for a period of 60 days beyond their layoff date.

ARTICLE 36 – VACATION

- A. The maximum vacation accrual shall be three times the employee's annual vacation accrual.

Years of Service	Accrual Rate Per Pay Period	Accrual Hours Per Year	Max Accrual Per Cap
Less than 5 yrs.	3.08	80	240
5 yrs. but less than 11 yrs.	4.62	120	360
11 yrs. but less than 12 yrs.	4.92	128	384
12 yrs. but less than 13 yrs.	5.23	136	408
13 yrs. but less than 14 yrs.	5.54	144	432
14 yrs. but less than 16 yrs.	5.85	152	456
16 yrs. +	6.15	160	480
Part Time Year Round	1.54	40	80

- B. It is the mutual responsibility of the employee and his/her supervisor to assure that no employee shall exceed said maximum accrual. There shall be no further accrual once an employee's maximum hours have been reached unless approval

for accrual in excess of the employee's maximum has been given by the Department Director and the General Manager.

- C. Request for Vacation: Supervisors shall respond to a written request for vacation within five business days from the date in which the employees hands their direct supervisor the request. Upon the request of the employee, the supervisor shall confirm, in writing, the granting or denial of the request with the reason for the denial. The District will attempt to accommodate each vacation request however; the District reserves the right to deny employee vacations if required by business necessity. Vacation schedules should be coordinated a minimum of two weeks in advance and approved by a Supervisor.

ARTICLE 37 – EMPLOYEE ASSISTANCE POLICIES

The District shall provide the Employee Assistance Plan for the term of this agreement.

It is the intention of this policy to eliminate substance abuse and its effects in the work place. While the District has no intention of intruding into the private lives of its employees, unless it is for legitimate District reasons, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.

Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and may seriously impair them. If an employee is taking a drug or medication, whether or not prescribed by a physician, which may adversely affect their ability to perform work in a safe or productive manner, they are required to report such use to their Supervisor. This includes drugs which are known or advertised as possible affecting judgment, coordination or other senses, including those which may cause drowsiness or dizziness, and including both prescription and non-prescription drugs and medications. Their Supervisor, in conjunction with the Administrative Services Department, will determine whether they will be allowed to remain at work, and whether any work restrictions are appropriate.

Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program. While the District will be supportive of those who seek help voluntarily, the District will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help or continue substance abuse even while enrolled in counseling or rehabilitation programs.

Supervisors may be trained to recognize abusers and become involved in this control process. Alcohol or drug abuse will not be tolerated and disciplinary action, up to and including termination, will be used as necessary to achieve this goal.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of the District managers and employees. To that end, the District will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the District's reputation. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including termination.

In recognition of the public service responsibilities entrusted to the employees of the District, and that drug and alcohol usage can hinder a person's ability to perform duties safely and effectively, the following policy against drug and alcohol abuse is hereby adopted by the District.

POLICY

It is District policy that employees shall not be under the influence, or in possession, of alcohol or drugs while on District property, at work locations, or while on duty or subject to being called to duty or standby, and that employees shall not sell or provide drugs or alcohol to any other employee or person while on duty or on standby duty.

While use of validly prescribed medications and drugs does violate this policy per se, failure by an employee to notify his/her supervisor, before beginning work, when taking medications or drugs which could foreseeably interfere with the safe and effective performance of duties, or the operation of District equipment, can result in discipline up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician may be required.

The District reserves the right to search, without employee consent, all areas and property in which the District maintains control or joint control with the employee. "Right to search, when utilized, shall be preceded with notice to the employee of his/her right to representation and to be present during the search *unless it is an emergency or the District deems it is not practical to have the employee present.*" Otherwise, the District may notify appropriate law enforcement agencies that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the District.

Refusal to immediately submit to an alcohol and/or drug analysis when requested by District management or law enforcement personnel, or refusal to submit to a search of personal properties if requested by law enforcement personnel, may constitute insubordination and be grounds for discipline up to and including termination.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be detained for a reasonable time until he or she can be safely transported from the work site.

The District is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as handicapped under federal and/or state law.

The District has established an Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their supervisors or the Human Resource office for additional information.

APPLICATION

This policy applies to all employees and unpaid persons whose actions can serve to place themselves or employees at risk, cause poor employee morale, or damage the District's reputation. This policy applies to alcohol and drugs, including all substances, drugs, or medication, whether legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

EMPLOYEE RESPONSIBILITIES

An employee must:

- not report to work or be subject to duty while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use; not possess or use alcohol or impairing drugs, including illegal drugs and prescription drugs without a prescription, during working hours or while on standby duty, on breaks, during meal periods or at anytime while on District property;
- not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or on standby duty;
- submit immediately to an alcohol and drug test when requested by a District representative, and approved by the General Manager or his/her designated representative;

- notify his/her supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which the employee knows or should know may interfere with the safe and effective performance of duties or operation of District equipment; and
- provide, within 24 hours of request, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.

If drug/alcohol testing is proposed, the employee who is to be tested shall have the right to determine whether the test is by blood sample or by urinalysis. Testing, other than by breathalyzer performed by law enforcement for reasonable cause, shall only be conducted by a laboratory certified by the National Institute on Drug Abuse (NIDA), using gas spectrometer testing and shall, in all cases, include a split-sample properly identified, for use by the employee if the employee challenges a positive result. The split sample and/or original sample shall be available for parallel testing by a different licensed laboratory at the District's expense. Test results and samples shall be retained for at least one (1) year. Any irregularity in the chain of custody of a sample shall serve to void the test.

MANAGEMENT RESPONSIBILITIES AND GUIDELINES

Managers and Supervisors are responsible for reasonable enforcement of this policy.

- Managers and Supervisors may request that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job or subject to being called.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced. "Reasonable suspicion" shall generally not be deemed to exist if other objective explanations exist.

For example, any of the following, alone or in combination, may constitute reasonable suspicion: (when such behavior is unusual for an individual)

- Slurred speech;
- Alcoholic odor on breath;
- Unsteady walking and movement;

- An accident involving District property, where it appears the employee's conduct is at fault, when other objective evidence exists;
 - Physical altercation;
 - Unusual behavior;
 - Verbal altercation;
 - Possession of alcohol or drugs;
- Any Manager or Supervisor requesting an employee to submit to a drug and/or alcohol test should document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs.
 - Any Manager or Supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon request shall remind the employee of the requirements and disciplinary consequences of this policy. Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the manager or supervisor should arrange for the employee to be safely transported home.
 - Managers and Supervisors shall not physically search the person of employees, nor shall they search the personal possession of employees without the freely given written consent of, and in the presence of, the employee.
 - Managers and Supervisors shall notify their Department Manager or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the District. If the Department Manager or designee concurs that there is reasonable suspicion of illegal drug possession, the Department Manager shall notify the appropriate law enforcement agency.

PHYSICAL EXAMINATION AND PROCEDURE

The drug and/or alcohol test may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, marijuana, and other cannabinoids. Form "A" describes the method in which the initial test will be conducted, how the sample will be processed after the drug and/or alcohol test is completed, and how a confirmatory test after an initial positive result will be performed.

RESULTS OF DRUG AND/OR ALCOHOL ANALYSIS

A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including termination. "Positive results" shall be defined, for alcohol, as having a blood-alcohol level above that limit as established under California law for the operation of a motor vehicle.

If the drug screen is positive, the employee must provide within 24 hours of request bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor, the employee will be subject to disciplinary action up to and including termination.

If an alcohol or drug test is positive for alcohol or drugs, the District shall conduct an investigation to gather all facts. The decision to discipline or terminate will be carried out in conformance with Chapters 24-26 of the District's Personnel Policy Manual. The Alcohol/Drug Abuse Report shall not be considered valid until signed by a trained supervisor/manager and the General Manager or his designee. Any such report shall be removed from the file unless confirmation is made the violation took place.

CONFIDENTIALITY

Suspicion of, participation in EAP laboratory reports and test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of Human Resources. The reports or test results may be disclosed to District management on a strictly need-to-know basis and to the tested employee upon request.

Disclosures, without employee consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and employee; (3) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

Disclosure of any information garnered through the administration of this policy is a violation of this policy and may cause discipline up to and including termination of the person or persons making the disclosure.

ARTICLE 38 – PAID TIME OFF DONATIONS POLICY

- A. Employees who meet established guidelines are only allowed to donate earned vacation, comp-time, floating holiday, Regular Day Off-Holiday (RDO-H) and

administrative hours to other employees for prolonged absences from work due to the employee's serious injury or prolonged illness.

- B. Such donations of paid time off may be permitted under the following conditions:
1. The Department Head must approve, in advance, the donation.
 2. Any eligible employee wishing to receive such donations must complete the Request for Paid Time off Donations Form. The form must be signed by the employee and approved by the requesting employee's Department Head.
 3. Upon approval of an employee's request for donated time, the Human Resources personnel may, if requested to do so by the employee, post a notice of the need for leave donations for the affected employee.
 4. Any eligible employee who wishes to donate vacation, comp-time and/or floating holiday hours to an employee whose request for such donated time has been approved, must complete the Authorization for Paid Time Off Donations Form. This form must be signed by the donating employee and submitted to Human Resources or designee.
 5. An employee must have a total of 120 hours of sick, vacation and/or comp-time on the books after the time of hours donated.
- C. Donations are entirely voluntary and time is to be donated in whole hour increments.
- D. The donated hours will be converted to a dollar equivalent and the employee will receive it at his/her rate of pay.
- E. To be eligible, the receiving employee must have exhausted all paid leave, or will foreseeably exhaust all such time (within the next week), due to his or her personal serious injury or prolonged illness or a family member as defined by Article 26.
- F. Any donated time remaining at the end of the employee's leave of absence due to the injury or illness will be left in the bank for future requests.

APPENDIX A

Employees covered by the terms of this Memorandum include full-time and part-time employees occupying the following classifications:

Customer Service Representative I/II

Customer Service Representative - Lead Worker

Grounds/Facilities I/II

Irrigation Specialist

Mechanic

Office Assistant I/II

Park Maintenance Lead Worker

Park Ranger

Services Maintenance Aide

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**PLEASANT VALLEY RECREATION
AND PARK DISTRICT**

SEIU LOCAL 721-PVRPD EMPLOYEES

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Aram Agdaian, SEIU Negotiator

Amy Stewart, Recreation Services Manager

Bruce Mills, Work Site Organizer

Kathryn Drewry, Human Resources Specialist□

Doug Maroney, SEIU Bargaining Team

Jesse Gomez, SEIU Bargaining Team

Brandon Lopez, SEIU Bargaining Team

Signed and dated this August 3, 2015

Approved by the PVRPD Board of
Directors on July 24, 2015

Ratified by the SEIU Local 721-PVRPD
Employees on July 8, 2015