

# **MEMORANDUM OF UNDERSTANDING**

Between

Bay Area Air Quality Management District

And

Bay Area Air Quality Management District  
Employees' Association, Inc.

July 1, 2023 to June 30, 2025

(Adopted May 15, 2002)

(Amended November 17, 2004, March 17, 2010, June 15, 2011, June 18, 2014, August 2, 2017, July 31, 2019, June 3, 2020, December 16, 2020, June 16, 2021, November 1, 2023)

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**ARTICLE I PARTIES**

**SECTION 1.01 DESIGNATION**

This Agreement is between the Bay Area Air Quality Management District (hereinafter referred to as “BAAQMD”, “District”, or “Employer”) and the Bay Area Air Quality Management District Employees’ Association, Inc. (hereinafter referred to as “BAAQMD EA” or the “Association”). This document is referred to herein as either “Agreement” or the “MOU.”

Throughout this MOU, when specific management positions are indicated, such references shall be understood to include the phrase “or his/her designee.”

Throughout this MOU, the term “days” shall refer to calendar days, unless otherwise stated.

**SECTION 1.02 NOTIFICATION**

Official notification for purposes of this Agreement shall be by U.S. Mail or personal service to:

for the District  
Executive Officer (EO)  
Bay Area Air Quality Management District  
375 Beale Street Suite 600  
San Francisco, CA 94105

for the Association  
(personal service) (U.S. Mail)  
President (or Designee) President (or Designee)

BAAQMD Employees’ Association, Inc. BAAQMD Employees’ Association, Inc  
375 Beale Street Suite 600 P.O. Box 420434  
San Francisco, CA 94105 San Francisco, CA 94109

**ARTICLE II RECOGNITION, COVERAGE, EXCLUSIVE REPRESENTATION AND ADMINISTRATIVE CODE REFERENCES**

**SECTION 2.01 RECOGNITION**

The Bay Area Air Quality Management District (District) has recognized the Bay Area Air Quality Management District Employees’ Association, Inc. as the representative of the employees in the Technical/General representation unit and the Professional Employees’ representation unit for all matters of employer-employee relations. (Hereinafter the term Association will apply to either or both units as applicable and appropriate.)

**SECTION 2.02 COVERAGE OF EMPLOYEES**

1. The classifications within each unit are listed in Appendix A. For the purpose of this Memorandum of Understanding (MOU), the classification system which is adopted by the Board of Directors and maintained by the Human Resources Section is the source for

determination of unit representation. Appendix A may periodically be amended as needed and appropriate in accordance with Article VI of this MOU or the regular MMBA meet and confer processes with the Association (e.g new classifications) in order to maintain appropriate classification of District employees.

2. The District will notify the Association’s Recording Secretary within ten (10) days when a new employee is hired into regular employment in a bargaining unit position.

SECTION 2.03 EXCLUSIVE REPRESENTATION BY THE ASSOCIATION

The District agrees that during the term this MOU is in effect, the Association shall be the exclusive bargaining agent of those employees covered by this Memorandum.

SECTION 2.04 NEW EMPLOYEE ORIENTATION

The Association will be allowed representatives at all District employee orientations where new employees represented by the Association will be attending, consistent with California Government Code Sections 3556-3557. The Association representatives may make a presentation and answer questions from employees in classifications represented by the Association for a period not to exceed thirty (30) minutes. The Association may present information packets to represented employees at the orientation. When possible, the District will notify the Association thirty (30) days in advance of the date and time of the orientation sessions, or as soon as possible beforehand if scheduled fewer than thirty (30) days in advance.

SECTION 2.05 EMPLOYEE INFORMATION

Except as otherwise provided in this section and in accordance with California Government Code Section 3558, each quarter of the year (January 1st, April 1st, July 1st, and October 1<sup>st</sup>) the District shall provide the Association with a report containing the following information:

1. each bargaining unit employee’s name;
2. job title;
3. classification;
4. work location;
5. work phone numbers;
6. work email address;
7. home and personal cellular telephone contact numbers on file with the District\*;
8. personal email addresses on file with the District\*;
9. home address on file with the District\*; and
10. the amounts deducted pursuant to Section 2.06, including the accumulated total annual amount deducted per employee.

\* Pursuant to Government Code Sections 3558, upon written request by any employee of a need for privacy, the District shall not disclose that employee’s home address, home telephone number, personal cellular telephone number, or personal email address. The District shall not in any manner solicit any new or current employee to submit such written request of a need for privacy.

SECTION 2.06 DUES DEDUCTIONS

The parties agree that the District will provide payroll deductions to the Association on the following terms:

1. Authorization:

The Association will maintain records of employee authorizations for dues deductions and will provide the District with information proof of authorization upon execution. The District shall deduct dues and initiation fees from the salaries of unit members every pay day and remit the total deductions to the Association member designated in writing as the person authorized to receive such funds, and at the address specified by the Association.

Such remittance will be a spreadsheet containing an itemized statement and will be made to the Association no later than seven (7) days following the payday. No deductions shall be made except in accordance with a deduction authorization form individually and voluntarily executed by the employee for whom the deduction is made.

2. Amount of Dues:

The Association shall certify to the District in writing the current rate of membership dues and initiation fees. The District shall put into effect any new, changed, or discontinued deduction no later than the beginning of the second pay period after receipt of written notice from the Association.

SECTION 2.07 INDEMNIFICATION

The Association will defend, indemnify, and hold harmless the District from any loss, liability, or cause of action arising out of the operation of this Article. The indemnity obligation is more fully set forth as follows. Upon commencement of any such legal action, the District shall have the right to decide and determine whether any claim, liability, suit or judgment made or brought against the District because of such action shall or shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of the District shall not diminish the Association's indemnification obligations under this agreement.

The District, immediately upon receipt of notice of such legal action, shall inform the Association of such action; provide the Association with all information, documents and assistance necessary for the District's defense or settlement of such action; and fully cooperate with the Association in providing all necessary witnesses, experts, and assistance necessary for said defense.

SECTION 2.08 ADMINISTRATIVE CODE REFERENCES

References within this MOU to the Administrative Code shall refer to the Administrative Code as it existed as of July 1, 2023 (reflected in Appendix "B") irrespective of whether the District subsequently modifies its Administrative Code. Consistent with the provisions of this MOU that refer to the Administrative Code, the District may seek to obtain concurrence with the EA on modifications to the referenced provisions during the course of this contract.



## **ARTICLE III            RIGHTS AND OBLIGATIONS**

### **SECTION 3.01            EQUAL EMPLOYMENT OPPORTUNITY POLICY**

It is the District's policy to provide equal employment opportunities for all persons to be recruited, employed, placed, selected for training, trained, evaluated, promoted, demoted, laid off, terminated, compensated, assigned work and otherwise treated without regard to race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age or sexual orientation. This Section is not subject to the Grievance Procedure of this Document.

### **SECTION 3.02            EMPLOYEE RIGHTS**

1. The rights of employees of the District include, but are not limited to, the right to, subject to the provisions of this agreement and consistent with applicable laws and regulations:
  - A. Form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matter of employer-employee relations.
  - B. Refuse to join or participate in the activities of any employee organizations.
2. The scope of representation by the Association shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order. This subsection parallels Section 3504 of the Meyers-Milias-Brown Act and will automatically be amended to reflect any amendment to or replacement of said statutory section on the effective date of any such change.
3. The District and the Association shall not interfere with, intimidate, restrain, coerce, retaliate, or discriminate against employees because of their exercise of these rights.
4. Any matter within the scope of the Meyers-Milias-Brown Act or within the scope of the Memorandum of Understanding that the District acts upon without meeting and conferring shall be null and void.
5. The District shall deduct dues and/or agency fees from the paychecks of all members of the Association and from non-members who are employed by the District in a classification represented by the Association.
6. The Association agrees to hold harmless and indemnify the District against any claims, causes of action or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the District to transmit moneys deducted from employees to the Association pursuant to this Article.

### **SECTION 3.03            PHYSICAL EXAMINATION**

The District may require a physical examination or a personal statement of good health after an employment offer has been made.



### SECTION 3.11 MANAGEMENT RIGHTS

The rights of the District include, but are not limited to, the exclusive right to, subject to the provisions of this agreement and consistent with applicable laws and regulations:

- a. Determine the mission of its constituent departments, boards, and committees.
- b. Set standards of service.
- c. Determine the procedures and standards of selections for employment and promotion.
- d. Hire, promote, transfer, assign, retain in position, direct, or take other non-disciplinary action toward its employees and to relieve them from duty because of lack of work or for other legitimate reasons.
- e. Maintain the efficiency of governmental operations and exercise complete control and discretion over its organization and the technology of performing its work.
- f. Determine the methods, means, and personnel by which government operations are to be conducted.
- g. Determine the content of job classifications.
- h. Take all necessary actions to carry out its mission in emergencies.

The District will not use the provisions of this Article, for the purpose of discriminating against any employee or to avoid or evade the provisions of this agreement.

The provisions of this Article do not absolve the District or District Management from their obligation to meet and confer with the Association in advance of taking any action changing, modifying, or affecting employee wages, hours or working conditions.

This Section is not subject to the Grievance Procedure.

### SECTION 3.12 SURVEILLANCE CAMERAS

1. The District shall not use surveillance cameras and related equipment (e.g., electronic access control system, proximity identification cards) to monitor the activities of bargaining unit employees.
2. Information obtained through the security use of surveillance cameras and related equipment (e.g., electronic access control system, proximity identification cards) shall not serve as the basis for disciplinary action except in the event those records constitute evidence of a criminal act. Provided, however, the Grievant, or Arbitrator permits the Grievant, District, Association, and Arbitrator to review and refer to records from security cameras and related equipment to resolve factual disputes that may arise in the course of the processing of a grievance that has been filed pursuant to a disciplinary action. The District, upon request of the Grievant, shall provide copies of the records within five working days. Further, the District shall not review records from security cameras and related equipment for the purpose of investigating and/or evaluating employee conduct at work.

## **ARTICLE IV                    GRIEVANCE PROCEDURE**

### **SECTION 4.01                    DEFINITION OF A GRIEVANCE**

A grievance is a claimed violation, misinterpretation, inequitable application of, or non-compliance with, a specific provision of this Memorandum of Understanding, or any disputed disciplinary action against an employee or employees covered by this MOU.

### **SECTION 4.02                    ASSOCIATION AS THE GRIEVANT**

The Association may be the grievant.

Process: When the Association is the grievant the Association shall file the first step with the Human Resources Officer (HRO). The Association shall submit the grievance in writing. The written grievance shall state the factual particulars of the matter, any provision(s) of the Memorandum of Understanding that has allegedly been misinterpreted or misapplied, how the alleged misinterpretation or misapplication has affected the grievant to the grievant's detriment, and the redress sought. The HRO shall meet with the Association representative(s) and respond to the grievance within the proper time limits. The response shall be in writing and set forth the reason(s) therefore. Except as otherwise specified herein, all of the rights, responsibilities and procedures of the grievance procedure apply to grievances filed by the Association. If a grievance is not resolved to the satisfaction of the Association, the Association may submit the grievance in writing to the EO as set forth in 4.05 Step 3 below:

### **SECTION 4.03                    TIME LIMITS**

1. The employee and/or the Association must initiate a grievance within thirty (30) working days from the event giving rise to the grievance or from the date the employee could reasonably have been expected to have had knowledge of such event.
2. At each step District representatives shall have fifteen (15) working days from the filing of the grievance to meet with the grievant and Association representative(s) and to respond to the grievance in writing. In the event that the District fails to respond to a grievance within specified timelines the grievant has the right to continue to process the grievance at the next higher step in the process.
3. If a grievance is not resolved to the satisfaction of the grievant at each step below, the grievant may within fifteen (15) working days, submit the grievance in writing to the next higher step. Failure of the grievant to act within the specified time limits, unless such time limits are extended, shall dismiss and nullify the grievance.
4. These time limits may only be extended by mutual written agreement by the parties.

### **SECTION 4.04                    REPRESENTATION**

The Association may represent the employee(s) at any stage of the process contained herein.

### **SECTION 4.05                    PROCEDURE**

Grievances filed, except when the Association is the grievant, shall be processed in the following manner:

Step 1: The grievant shall discuss the grievance with his or her immediate supervisor and/or section manager who shall meet with the employee and Association representative(s) and respond to the grievance within the proper time limits as set forth in Section 4.03.2 above. The response shall be in writing and set forth the reason(s) therefor.

Step 2: If a grievance is not resolved to the satisfaction of the grievant in Step 1 above, the grievant may submit the grievance in writing to the HRO. The HRO shall either process the grievance at Step 2 or shall route the grievance to the appropriate Division Director for step 2 processing. The written grievance shall state the factual particulars of the matter, any provision(s) of the Memorandum of Understanding that has allegedly been violated or misapplied, how the alleged violation or misapplication has affected the grievant to the grievant's detriment, and the redress sought. The grievant shall provide a copy of the grievance to the Association. The Division Director or HRO shall meet with the grievant and Association representative(s) and respond to the grievance within the proper time limits. The response shall be in writing and set forth the reason(s) therefor.

Step 3: If a grievance is not resolved to the satisfaction of the grievant in Step 2 above, the grievant may submit the grievance in writing to the EO or designee. The grievant shall provide a copy of the grievance to the Association. The EO shall meet with the grievant and Association representative(s) and respond to the grievance within the proper time limits. The response shall be in writing and set forth the reason(s) therefor.

#### **STEP 3A - REQUEST FOR MEDIATION**

If the grievant is not satisfied with the written response of the EO, he/she may within the time limits specified in this Article request that the matter be submitted to Mediation. Mediation shall be by mutual written agreement of the grievant and the EO. If Mediation is not agreed upon, the grievant may proceed to Step 4. If Mediation is agreed upon, within ten (10) working days from receipt of the EO's response, the parties shall request that a Mediator be appointed by the State Mediation and Conciliation Services.

Step 4: If a grievance is not resolved to the satisfaction of the grievant in Step 3 above, the grievant may, within ten (10) working days, submit the grievance to binding arbitration. The rules and procedures of the American Arbitration Association will prevail.

#### **SECTION 4.06 DISCIPLINARY DISPUTES**

The decision to proceed to binding arbitration regarding disciplinary complaints shall be at the sole discretion of the grievant.

#### **SECTION 4.07 MOU DISPUTES**

An employee or Association claim of an alleged violation of a specific section of the MOU may be submitted to binding arbitration. Such request for binding arbitration shall come only from the Association Board of Directors. An individual member may not file for arbitration on a dispute of the MOU.

#### **SECTION 4.08 REQUEST FOR ARBITRATION**

A written request for arbitration shall be submitted to the EO within ten (10) working days following the receipt of the EO's written response as required in 4.05 Step 3 above, or the conclusion of mediation, if mediation does not resolve the grievance to the satisfaction of the grievant.

SECTION 4.09 SELECTION OF AN ARBITRATOR

The District and the grievant(s) will select an arbitrator from the California State Mediation and Conciliation Service. If the grievant(s) is (are) represented by the Employees' Association, then the Employee's Association President or designee and the District will select an arbitrator from the California State Mediation and Conciliation Service. If the parties cannot agree on the selection of an arbitrator, the grievant will request of the California State Mediation and Conciliation Service a list of nine (9) arbitrators. Within ten (10) working days from the receipt of the list of nine (9) arbitrators, each party beginning by lot shall alternatively cross off one name on the list; the first party to cross off a name will be selected by a flip of a coin. The final name left on the list shall be the arbitrator if he/she agrees to serve. If he/she will not serve, the process shall be repeated until an arbitrator is found. The rules and procedures of the California State Mediation and Conciliation Service will prevail.

SECTION 4.10 DECISION OF THE ARBITRATOR

The decision of the arbitrator shall be final and binding on the parties and on any affected employees covered by this agreement. Such decision shall be issued in writing.

SECTION 4.11 FEES AND EXPENSES

The fees of the arbitrator and related expenses shall be shared equally by the District and the grievant.

SECTION 4.12 LIMITATIONS ON ARBITRATOR'S AUTHORITY AND JURISDICTION

The limitations on the arbitrator's authority and jurisdiction are as set forth below:

1. No arbitrator shall entertain, hear, or decide any dispute unless such dispute involves a represented employee and unless such dispute falls within the grievance procedure as set forth in section 4.01 Definition of a Grievance.
2. Any dispute regarding whether an issue is grievable or applicable to arbitration shall be determined by the arbitrator as an initial determination prior to proceeding with the hearing on the merits of the grievance.
3. No arbitrator shall entertain, hear, decide, or make recommendations on any disciplinary action unless such dispute involves a bargaining unit employee who has successfully completed an initial (new hire) probationary period and who has availed him/herself of the response and appeals procedures of the Disciplinary Procedures Article of this Agreement.

## **ARTICLE V                    DISCIPLINARY PROCEDURE**

### **SECTION 5.01            PROGRESSIVE DISCIPLINE**

In order to maintain the orderly and efficient operation of the District, it may be necessary for District Management to impose discipline on an employee who violates work instructions or District policies and procedures, whose service is unsatisfactory, whose conduct is unacceptable or for other just cause. However, no employee shall be disciplined without just and sufficient cause.

The administration of discipline by District Management is intended to be corrective rather than punitive, and discipline will normally be imposed in progressive steps. The progressive steps in the imposition of discipline will normally include: (a) informal verbal reprimand, (b) formal written reprimand, (c) warning and one-day suspension, (d) extended suspension and (e) dismissal.

An employee who has been demoted, suspended or terminated from employment may appeal such disciplinary action in accordance with ARTICLE IV of this Memorandum of Understanding. An employee may provide a written response to any written disciplinary action taken against that employee.

### **SECTION 5.02            GROUNDS FOR DISCIPLINE**

Disciplinary Action shall be for fact(s) which establish unacceptable conduct such as, but not limited to, one or more of the following:

1. Fraud in securing appointment.
2. Incompetence.
3. Inefficiency.
4. Inexcusable neglect of duty.
5. Insubordination.
6. Failure to follow District policy.
7. Dishonesty.
8. Being under the influence of alcohol or illicit drugs while on duty.
9. Unexcused absence.
10. Conviction of a felony or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of the employee's position. A plea of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this Section.
11. Discourteous treatment of the public or other employees.
12. Political activity prohibited by state or federal law.
13. Engaging in sexual harassment of another employee or member of the public.
14. Refusal to take and sign any oath or affirmation which is a federal, state or District requirement.
15. Any failure of good behavior during duty hours which is of such nature that it causes discredit to the District or his/her employment.
16. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the employee's position specification as a condition of employment.

### SECTION 5.03 REPRIMANDS

1. The initial step in the imposition of discipline is normally a verbal reprimand. When delivering the reprimand, the supervisor shall identify the action(s) which the employee should take to correct the basis for the reprimand. A verbal reprimand is an informal disciplinary measure and is not entered in the employee's personnel record unless discipline progresses to a written reprimand or beyond.
2. If, after receiving a verbal reprimand, an employee continues to perform his or her work in an unsatisfactory manner, to engage in the same violation of a District work instruction, policy or procedure, or to manifest the unacceptable behavior or conduct for which the employee received the verbal reprimand, the employee's immediate supervisor may either: (i) repeat the verbal reprimand and again identify the action(s) which the employee should take to correct the basis for the reprimand; or (ii) move to the next step of progressive discipline and request the section manager to issue a formal written reprimand.
3. A written reprimand shall document all previously delivered verbal reprimands, shall state the basis for such verbal reprimand(s) and shall specify the action(s) which the employee should take to correct the basis for the formal written reprimand and the possible consequences of a failure by the employee to take such corrective action. A written reprimand is a formal disciplinary measure and is entered in the employee's personnel record.
  - A. If, after receiving a formal written reprimand, an employee continues to perform his or her work in an unsatisfactory manner, to engage in the violation of a District work instruction, policy or procedure, or to manifest the unacceptable behavior or conduct for which the employee received the written reprimand(s), the employee's section manager may either: (i) repeat the formal written reprimand and again identify the action(s) which the employee should take to correct the basis for the reprimand; or (ii) move to the next step of progressive discipline and request the division director to issue a formal written warning and one-day suspension without pay.
  - B. An employee may appeal a written reprimand through the grievance procedure at Step 3. The decision of the EO shall be final. An employee has the right to respond to a written reprimand in writing and to have that response attached to the reprimand in the personnel file.
  - C. If an employee does not receive any discipline more severe than a verbal reprimand for a period of 18 months then all previous written reprimands will be sealed. However, for just cause, the District may open the employee's sealed reprimand file and use any of the contents contained therein on an as needed basis. If the sealed reprimand is opened the employee shall be notified in writing within five (5) working days. The notification shall include the reason for such action.
4. Notwithstanding paragraphs 1-3 of this section, the District has the right to impose more serious discipline or to escalate disciplinary action without satisfying each of the recommended progressive discipline steps.



#### SECTION 5.04           WARNING AND ONE-DAY SUSPENSION

If, for good cause shown, or after receiving a formal written reprimand, an employee continues to perform his or her work in an unsatisfactory manner, to engage in the violation of a District work instruction, policy or procedure, or continues to manifest the unacceptable behavior or conduct for which the employee received the written reprimand, the employee's division director may impose a warning and suspend the employee without pay for a full working day. The imposition of the warning and one-day suspension without pay shall be in writing, shall state the factual basis for this disciplinary action and shall specify the action(s) which the employee should take to correct the basis for this disciplinary action and the possible consequences of a failure by the employee to take such corrective action. This written documentation is entered in the employee's personnel record. A Warning and One Day Suspension may not be grieved or appealed.

#### SECTION 5.05           EXTENDED SUSPENSION

1. If, for good cause shown or after being issued a warning and being placed on a one-day suspension without pay, an employee continues to perform his or her work in an unsatisfactory manner, persists in engaging in the violation of a District work instruction, policy or procedure, or continues to manifest the unacceptable behavior or conduct for which the employee was issued a warning and placed on a one-day suspension without pay, the EO may suspend the employee from work without pay for a period of up to two weeks. Prior to placing an employee on an extended suspension without pay, the EO shall cause to be served on the employee a written Notice of Proposed Disciplinary Action, which shall contain the following information: (i) a statement of the action which is proposed to be taken, (ii) a statement of the factual basis for this proposed disciplinary action, (iii) a specific reference to any District work instruction, policy or procedure which the employee is alleged to have violated, (iv) a specification of the action(s) which the employee should take to correct the basis for this disciplinary action and the possible consequences of a failure by the employee to take such corrective action, (v) a statement that the employee may review and request copies of materials upon which the proposed disciplinary action is based, and (vi) a statement that the employee will be given an opportunity to address the charges supporting this disciplinary action with the EO prior to the suspension becoming effective.
2. An employee who is to be placed on an extended suspension from work without pay will be given an opportunity to address the charges supporting this disciplinary action with the EO prior to the suspension becoming effective. This meeting with the EO should take place as soon as possible, and in no event more than five (5) working days after the recommendation for suspension from work without pay has been provided to the employee. The employee may bring a representative of the Association and/or a private personal representative to the meeting with the EO. Within five (5) working days after meeting with the employee and the Division Director recommending the suspension, the EO shall prepare a written decision regarding the recommended suspension. If, after considering the Division Director's recommendation and the information presented by the employee at the meeting, the EO determines to impose a suspension from work without pay, the suspension shall begin on the

day after the EO's written decision is served on the employee, and all written documentation pertaining to the suspension will be entered in the employee's personnel record.

3. Employees who are placed on an extended suspension without pay will not accrue sick or annual leave during the period of such suspension.
4. Notwithstanding the progressive discipline policy outlined in Sections 5.01 through 5.04 above, the EO may place an employee guilty of serious misconduct on extended suspension. In such case, the EO shall follow the procedure set forth in 2 above.

#### SECTION 5.06          DISMISSAL

1. If, for good cause shown or after being suspended from work without pay, an employee continues to perform his or her work in an unsatisfactory manner, persists in engaging in the violation of a District work instruction, policy or procedure, or continues to manifest the unacceptable conduct or behavior for which the employee was placed on an extended suspension from work without pay, the EO may dismiss the employee from employment with the District. Prior to the dismissal of an employee from employment with the District, the EO shall cause to be served on the employee a written Notice of Proposed Disciplinary Action, which shall contain the following information: (i) a statement of the action which is proposed to be taken, (ii) a statement of the factual basis for this proposed disciplinary action, (iii) a specific reference to any District work instruction, policy or procedure which the employee is alleged to have violated, (iv) a statement that the employee may review and request copies of materials upon which the proposed disciplinary action is based, and (v) a statement that the employee will be given an opportunity to address the charges supporting this disciplinary action with the EO prior to the dismissal becoming effective.
2. An employee who is to be dismissed from employment with the District will be given an opportunity to address the charges supporting this disciplinary action with the EO prior to the dismissal becoming effective. In such event, the employee's Division Director will inform the employee of the Director's recommendation that the employee be dismissed from employment. This meeting should take place as soon as possible, and in no event more than ten (10) working days after the recommendation for dismissal. The employee may bring a representative of the Association and/or a private personal representative to the meeting with the EO. Within five (5) working days after meeting with the employee and the Division Director recommending the dismissal, the EO shall prepare a written decision regarding the recommended dismissal. If, after considering the Division Director's recommendation and the information presented by the employee at the meeting, the EO determines to dismiss the employee from employment with the District, the dismissal shall be effective on the day on which the EO's written decision is mailed to the employee. An employee may be placed on administrative leave with pay when they are informed of the Director's recommendation that he/she be dismissed from employment. In that event, he/she shall remain on administrative leave with pay until such time as he/she is either directed to return to work or until the date the EO's written decision is mailed to the employee.

3. After the EO takes action on a proposed dismissal of an employee, the Notice of Proposed Disciplinary Action and all related written documentation will be entered in the employee's personnel record.

#### SECTION 5.07 ADMINISTRATIVE LEAVE WITH PAY

Any bargaining unit employee placed on administrative leave with pay shall receive all salary and benefits and remain covered by all provisions of the MOU, including membership status with the EA while on leave with pay. Said terms and conditions of employment shall remain in full force and effect as if the bargaining unit employee had remained on the job for the duration administrative leave with pay.

Pursuant to Section 3.11(d), the District has the right to relieve employees from duty for legitimate reasons. Accordingly, the District may place employees on paid administrative leave during the course of investigations that may lead to disciplinary action. Provided, however, that the period of administrative leave in any given instance shall not exceed the timely reasonably necessary to conclude the investigation.

The District reserves the right to direct employees not to enter and/or access District facilities and to direct them and to schedule them to attend meetings related to investigations and notice employees regarding the discipline process in accordance with the MOU. Further, District managers may approve a request from an employee who is placed on administrative leave with pay to use other types of paid leave and unpaid leave in lieu of administrative leave with pay. In the event the employee's manager approves such a request, then the employee would be subject to the conditions that normally apply to the approved leave. Leave requests that were approved prior to an employee being placed on administrative leave will be honored unless doing so unduly impedes the investigation and/or disciplinary process. Any and all leaves cancelled by the District causing a monetary loss to the employee shall be reimbursed by the District to the full amount. The employee shall submit to the District verification of the monetary loss and the District shall fully reimburse the employee within ten working days of the receipt of such verification.

Administrative leave with pay is not considered a break in service and the bargaining unit employee's position shall not be vacated by this leave.

#### **ARTICLE VI CLASSIFICATION STUDY AND COMPENSATION SURVEY**

##### **A. Upcoming Classification Study and Compensation Survey**

During the term of this MOU, the District agrees to have both a comprehensive classification study and compensation survey conducted by an outside vendor(s). The District agrees to complete the classification study and compensation survey prior to the parties commencing bargaining for a successor MOU.

1. Job classifications will be thoroughly reviewed to determine whether they need to be updated to reflect the work being performed in the bargaining unit positions assigned to those classifications, including the knowledge, skills and abilities, examples of duties, and qualifications required to perform the work.
2. The District agrees to discuss and receive the EA's input regarding appropriate comparators prior to making the final determination regarding comparators to be utilized.
3. Compensation will be thoroughly reviewed to determine if the adjustment to the rate of pay for a classification is warranted based on external comparators and/or internal equity considerations.
4. During the term of this MOU, no bargaining unit employee will be subject to a reduction in force, demoted, y-rated, or suffer a reduction in salary or benefits related to the classification study or compensation survey. Thereafter, depending upon the results of the classification study/compensation survey, such reductions/y-rating may occur pursuant to the meet and confer process for the successor MOU.
5. Aside from mutual agreement in the form of a side letter (for existing classifications) or as implemented pursuant to the MMBA meet and confer process (for new classifications), Appendix A shall remain in full force and effect without modification during the term of this MOU.
6. The District agrees to provide the Association with final copies of both the classification study and compensation survey, and final recommendations, if any, within ten (10) business days following their completion.

## **B. Maintenance**

The following processes shall remain dormant during the term of this MOU in light of the comprehensive classification study and compensation survey that will be conducted during the term of this MOU as described in Paragraph A above. Six months after completion of the classification study and salary survey described in Section 6.A, but no later than June 30, 2025, the dormancy ends and these maintenance provisions in Section 6.B revive and become fully effective.

1. Up to 6 classifications may be reviewed in each of the remaining years of the current MOU. The EA and the District may each select up to three (3) classification series.
2. Bargaining unit positions in selected job classifications will be audited to determine whether the positions are correctly classified.

3. Job classifications and descriptions, if any, will be thoroughly reviewed to determine whether they need to be updated to reflect changes to the work being performed in the bargaining unit positions assigned to those classifications, including the knowledge, skills and abilities, examples of duties, and qualifications required to perform the work.
4. Review of classifications may include a compensation analysis to determine if adjustment to the rate of pay for a classification is warranted based on external comparators and/or internal equity considerations.
5. For the purposes of this subsection, no bargaining unit employee will be subject to a reduction in force, demoted, y-rated, or suffer a reduction in salary or benefits based on the results of an audit of his/her position, a review of the job classification description assigned to their position, or a compensation analysis.
6. In the event that a compensation analysis/survey is conducted and indicates that an adjustment to pay rates is warranted, the Human Resources Officer shall prepare a report and recommendation for consideration by the Board of Directors as part of the annual budget preparation process.
7. All position audits, job classification description reviews, and compensation analyses conducted pursuant to subsection B of this Article shall be performed by an external consulting firm mutually agreed upon by the parties.
8. The cost of any work performed pursuant to #7 shall be borne equally by the District and the Association, except that the Association's costs for such work shall not exceed \$15,000 per year.
9. However, neither party is required to designate classes in any year.
10. Aside from mutual agreement in the form of a side letter, existing represented classifications shall remain in full force and effect without modification for the term of this MOU.

## **ARTICLE VII SALARIES**

### **SECTION 7.01 SALARIES**

The following increases to unit wages/salaries shall be made effective as identified below:

Effective the first full pay period after November 1, 2023, wages/salaries of all bargaining unit employees shall be increased by five percent (5.0%) over the wages/salaries in effect on the preceding June 30, and the District will provide the equivalent of five percent (5%) of wages/salaries for six (6) pay periods (twelve [12] weeks), paid in a one-time, non-pensionable lump sum payment.

Effective the first full pay period after July 1, 2024, and for the term of this MOU only, wages/salaries of bargaining unit employees shall be increased by two percent (2.0%) plus any change of the Consumer Price Index for Urban Wage Earners and Clerical Workers for San Francisco-Oakland-Hayward (CPI-W) for the preceding calendar year, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, over the wages/salaries in effect on the preceding June 30.

Irrespective of the CPI-W as defined above, the cumulative minimum increase for the 2024/2025 fiscal year (2.0% plus change in CPI-W) shall be one percent (1.0%) and the maximum increase shall be four point five percent (4.5%).

#### SECTION 7.02 SALARY STEPS

1. There are five (5) steps within the salary range for each position, with a five percent (5%) increment between the steps. The time between Entrance Step A and Step B is six (6) months of satisfactory service in Step A. The time between Step B and Step C is six (6) months of satisfactory service in Step B. The time between Step C and Step D is one (1) year of satisfactory service in Step C, and the time between Step D and Step E is one (1) year of satisfactory service in Step D.
2. Unless special conditions warrant otherwise, an employee promoted to a higher position will receive the minimum salary for the higher position nearest a five percent (5%) increase (not less than four point nine percent [4.9%]) above the employee's former position, whichever is higher, provided the increase is within the range of the higher position. If a promotion is awarded within thirty (30) days of a scheduled step increase, the step increase and promotional increase will both be effective at the time of the change. Hiring at a higher salary step will require justification from the Hiring Manager and approval of the EO.
3. If a position is reclassified, a competitive recruitment will occur and the salary placement of the selected employee will be in accordance with subsection 2 above.
4. If a position is reclassified to a position having a lower salary range, the incumbent will be Y-rated according to the provision section 7.05.
5. If an employee is transferred, the employee will remain in the same step of the salary range effective prior to the transfer.
6. Any employee who has passed through the initial probationary period with the District and who is promoted or transfers to another position in the District shall not be subject to any "up or out" probation. Such an employee may be terminated for cause. However, if an employee is promoted prior to the completion of his/her initial probation period, the employee must successfully complete the full probationary period designated for the higher classification before attaining regular status.
7. If an employee is demoted for disciplinary reasons to a position having a lower salary range, the employee will be placed in the new range at the step held prior to the demotion.

8. If an employee is demoted because of lack of funds, the employee will be placed in the salary step in the new range that reflects the least decrease in salary. If an employee promoted to a higher class fails to pass a promotional probationary period, the employee will be returned to a position in the formerly held classification and will revert back to the step in the salary range they occupied in the former position effective prior to promotion. Step increases will be awarded on the schedule appropriate to the prior position.

#### SECTION 7.03 STEP INCREASES

Step increases are effective on the first day of the pay period in which the employee's anniversary date falls providing that a formal performance evaluation has been completed which indicates at least an overall "meets standard" rating. For purposes of this section, a delayed performance evaluation exceeding thirty (30) calendar days shall cause the employee's performance evaluation to be an overall "meets standard" rating and the employee shall receive the increase retroactive to the first of the pay period in which the employee's anniversary date falls.

#### SECTION 7.04 DETERMINATION OF SALARY RATES

1. ORIGINAL APPOINTMENTS: Unless special conditions warrant otherwise, employees will be hired at the entrance salary of the position classification. Hiring at a higher salary step will require justification from the Hiring Manager and approval of the EO for Steps B and C. Recommendation by the EO and approval of the appropriate committee of the Board of Directors is required for hiring at Steps D and E.
2. LIMITED-TERM EMPLOYMENT (Non-Contract per Section 16.04): Limited-term employees will be placed on the salary range of the classification in which the person is employed. If a former regular District employee is re-hired as a limited-term employee for the same classification in which they held upon separation, the former regular employee will be paid at the same step of the salary range for the classification at the time of separation. If a former regular employee is re-hired as a limited-term employee for a classification other than that held at the time of separation, the former regular employee will be paid the same step of the salary range for the classification at the time of separation providing that the salary range of the classification in which the person is employed is equal to or less than the salary range of the classification held at the time of separation. If the salary range for the classification in which the former regular employee is employed is higher than the salary range of the classification held at the time of separation, the former regular employee will be placed at the step of the salary range of the classification based on the needs of the District pursuant to 7.04.1 above.

#### SECTION 7.05 Y-RATING

Y-Rating refers to a position which has been reclassified to a position having a lower salary range. The incumbent will retain their present salary until the appropriate step in the reclassified position is equal to or greater than the incumbent's current salary. A Y-Rating status must be approved by the EO and the Board of Directors.

#### SECTION 7.06 DIFFERENTIAL PAY

Employees not working a regular scheduled late shift or flextime will be compensated an additional \$1.00 per hour for hours worked between 8:00 P.M. and 6:00 A.M. Differential pay is a premium payment and is, therefore, included in the computation of overtime.

SECTION 7.07           SHIFT DIFFERENTIAL PAY

A \$2.50 per hour payment shall be paid to any employee assigned regularly established shift differential assignments. For purposes of this Section, shift differential hours are 5:00 P.M. to 8:30 A.M. and all day Saturday and Sunday. Shift differential is a premium payment and is, therefore, included in the computation of overtime. The schedule for employees working a flex time or compressed schedule shall not be considered shift differential hours.

SECTION 7.08           STANDBY DUTY/CALL BACK

1. STANDBY DUTY

- A. Standby duty shall be defined as that circumstance when an employee assigned by the District to:
  - (1) Be ready to respond immediately to a call for services;
  - (2) Be readily available at all hours by telephone, cellphone, pager or other agreed upon communication equipment; and
  - (3) Refrain from activities which might impair their assigned duties upon call.
- B. Managers may request volunteers or, if needed, assign an employee or employees to standby duty. Managers will provide the employee or employees their standby duty assignment(s) in writing prior to the initiation of standby duty. Irrespective of when the written notification is provided by the manager, bargaining unit employees are not expected to review the notification outside of their normal working hours.
- C. Standby duty is normally assigned in one-week increments. Standby duty will be distributed among those employees deemed qualified by the District to perform the duty. An employee assigned standby duty shall be paid \$8.00 per standby duty hour (those hours before and after normal working hours) or at the employee's discretion, one (1) hour of Compensatory Time Off (CTO) for every ten (10) hours of standby duty worked. A standby duty shift shall consist of a twenty-four (24) hour period of time as determined by the District less any regular or overtime hours.
- D. An employee called to respond while on standby duty shall be compensated for the time worked in accordance with the Call Back provision, below.

2. CALL BACK

- A. Bargaining unit employees who are called back to work while on standby or after they have worked the scheduled shift and have departed from the place of employment shall



be compensated with overtime for the time worked, either in cash or CTO (if applicable), at the rate of time and one-half with a minimum of two (2) hours at such rate.

- B. Should the time worked while called back become contiguous with the regular work schedule, time worked shall not be treated as a call back and the minimum time period shall not apply.
- C. An employee being paid for Call Back shall not receive Stand-By Pay for the same hours.

SECTION 7.09 SALARY DEDUCTIONS

Salary deductions may be authorized from time to time by the EO.

- 1. Mandatory deductions include but are not limited to Federal Withholding Tax, State Withholding Tax, Medicare tax, if applicable, State Disability Insurance premium, and the employees' Public Employees' Retirement System contribution.
- 2. Voluntary deductions include the regular deduction of health insurance, life insurance, credit union, union dues and other voluntary program deductions that may be authorized by the employee and provided for by the District.

SECTION 7.10 PAY PERIOD AND PAYDAY

- 1. The pay period will be a two-week period beginning on Sunday and ending on Saturday. Employees will be paid biweekly no later than the Friday following the close of a pay period. If payday falls on a holiday, warrants will be distributed on the previous workday. Start of the pay period will be adjusted for an employee working a compressed workweek. The District shall indicate on each employee's paycheck stub the following: accrued annual leave, accrued sick leave, accrued compensatory time, and accrued floating holiday time.
- 2. The District shall provide employees with the option of direct deposit of their paychecks to those banks that provide this capability.
- 3. The District and the Association agree that during the term of this MOU, the parties will study alternate paydays and pay periods. No changes will be made unless parties to this MOU mutually agree .

SECTION 7.11 FINAL PAYMENTS

- 1. SALARY. Final salary payments to any person who terminates will be paid within seventy-two (72) hours of the last day worked. When an employee is discharged for cause, the final salary payment will be issued on the last day of employment.
- 2. ACCRUED ANNUAL LEAVE. An employee leaving the service of the District shall receive a single payment covering the amount of the accrued annual leave remaining on account.

3. ACCRUED SICK LEAVE. Employees leaving the service of the District will not be paid for any unused accumulated sick leave credit remaining on account. Accrued sick leave will be applied to service credit upon retirement under the PERS contract.
4. FLOATING HOLIDAYS. Floating holidays must be used within the fiscal year they are credited. An employee leaving the service of the District shall receive a single payment covering the amount of the accrued floating holidays remaining on account.
5. COMPENSATORY TIME. An employee leaving the service of the District shall receive a single payment covering the amount of accrued compensatory time remaining on account.

#### SECTION 7.12 SALARY ADVANCES

Employees may apply for a payroll advance under the following conditions:

1. An employee must have been in a paid status for at least one week in the pay period prior to receiving a salary advance.
2. The amount requested cannot exceed amount earned to date during the pay period.
3. The amount advanced must be deducted from the paycheck for that pay period.
4. No more than two (2) such requests can be submitted annually. Exceptions may be approved by the EO and must be announced to the Board under “Report of EO”.
5. Requests for salary advance must be received by the HRO at least one (1) week prior to the date of requested distribution for which the advance is requested.
6. Requests are subject to the approval of the HRO.

#### SECTION 7.13 ACTING ASSIGNMENTS

1. When an employee is assigned in writing by their Division Director to perform all of the day-to-day duties of a position in a higher District classification due to a vacancy or temporary absence of the person normally assigned to perform those duties, the employee shall receive “Acting Pay” from the first day of such assignment until the end of the assignment not less than forty (40) hours.
2. The rate for “Acting Pay” shall be determined by Section 7.02.2 of this MOU.
3. Acting assignments shall not be for less than forty (40) hours.
4. It is expressly understood that acting assignments do not constitute an appointment to a different position and have no effect on the employee’s representation status and/or terms and conditions of employment other than the duties performed by the employee and the “Acting Pay” received by the employee during the period of the acting assignment.

5. An acting assignment for a vacant position may only be used to backfill the position during the recruitment process to fill the vacancy.
6. An employee may decline acting assignments. An employee who has accepted an acting assignment may decline to continue the acting assignment with five (5) working days advance written notice to their Division Director. A Division Director may discontinue an acting assignment at any time with written notice to the employee.

#### SECTION 7.14 SPECIAL PAY AND ALLOWANCES

1. **BILINGUAL PAY.** Division directors shall identify those employees who, in the performance of their duties, are required to converse with the public or translate documents in a language other than English. Employees so designated, who have demonstrated their competency in a second language to the satisfaction of the Division Director, shall receive bilingual pay in the amount of \$51.49 (as of July 1, 2023) per pay period provided the employees utilize the bilingual skills as described above for ten (10) or more hours per pay period. The compensation shall be increased by four point five percent (4.5%) effective the first pay period after July 1, 2024.
2. **PER DIEM.** Employees who travel away from the District for training or other work assignments that extend for more than one (1) day shall be reimbursed for reasonable expenses provided that receipts are submitted for such expenses. The employee should submit a detailed expense report within seven (7) days of the travel, including receipts for other expenses (e.g. travel and lodging).
3. **HAZARD PAY.** Division directors shall identify those employees who, in the performance of their duties, are required to: 1) climb to the sampling point of stacks, storage tanks or any structure at a height of thirty (30) feet or more; 2) wear a Self-Contained Breathing Apparatus (SCBA) or safety harness; 3) perform confined space entries or 4) climb to a height of thirty (30) feet or more wearing SCBA, harness and is in a confined space. Such employees shall receive additional compensation in the amount of two and one-half percent (2.5%) above the employees' current salary step for the duration of that assignment.

Employees may be required to successfully complete training prescribed by The District as a condition of employment in positions requiring the above duties.

The hazard pay shall not constitute a part of the employee's base rate, but shall be a bonus for performing these duties. Hazard pay shall be considered part of the regular rate for the purpose of computing overtime.

### **ARTICLE VIII EMPLOYMENT AND MERIT INCREASES**

#### SECTION 8.01 POLICY

Employment, passing of a probationary period and merit increases are based solely on merit of the individual employee. No employee is guaranteed a continuation of employment or of receiving any future salary benefits.

## SECTION 8.02 DEFINITIONS

1. Original Date of Hire: The date of hire into a regular position with the District in an unbroken period of employment that includes the most recent employment with the District. The period of time an employee is on Workers' Compensation shall be considered a continuous period of employment.
2. Adjusted Hire Date: The most recent hire date preceding any period of absence due to layoff of six (6) months or less adjusted forward to account for the lapse in service.
3. Salary Anniversary Date: The date on which the employee has completed six (6) full months of service in pay steps A or B, or completed twelve (12) full months of service in pay steps C or D.
4. Adjusted Anniversary Date: The Salary Anniversary Date, taking into account any periods of absence without pay of a pay period or more. For purposes of this section employees on Workers' Compensation shall not be considered absent from service.

## SECTION 8.03 ANNIVERSARY DATE

The salary anniversary date or adjusted anniversary date for newly hired or promoted employees is the date of hire or date of most recent promotion. The anniversary date will be used in determining when an employee becomes eligible to be considered for salary step increments.

Annual leave credits and sick leave credits are accrued from original date of hire or adjusted hire date. For the initial pay period after hire and the final pay period upon termination, annual and sick leave accruals shall be determined as forty (40) hours worked in a pay period. There will be no prorating of time for annual or sick leave for less than this minimum time per pay period. For part-time new hires and any employee who separates employment with the District, 50% of their regularly scheduled assignment will constitute forty (40) hours worked in a pay period. These provisions will not be applicable for determining annual leave and sick leave accruals during any other type of leave.

## SECTION 8.04 PERFORMANCE EVALUATION

1. During the initial probationary period, a probationary employee shall receive at least two (2) formal performance evaluations which will normally be conducted at the end of the sixth and eleventh month of service as defined in Section 8.05.2 below.
2. Promoted employees who are subject to a six (6) month probationary period as defined in Section 8.05.2 below shall receive at least two (2) formal performance evaluations which will normally be conducted at the end of the third and fifth month of service as defined in Section 8.05.2 below.
3. Promoted employees who are subject to a nine (9) month probationary period as defined in Section 8.05.2 below shall receive at least two (2) formal performance evaluations which will

normally be conducted at the end of the third and eighth month of service as defined in Section 8.05.2 below.

4. After completion of the appropriate probationary period, a formal performance evaluation shall be completed for the employee annually. A supervisor is not precluded from completing a formal performance evaluation at any time. Performance evaluations are a continuing responsibility of each supervisor, and each supervisor will informally discuss employees' performance as often as necessary to ensure effective work performance.
5. A performance evaluation that includes an overall rating of needs improvement or unsatisfactory must include an attached plan for improvement.

#### SECTION 8.05 PROBATIONARY PERIOD

1. Upon initial hire, each employee shall be subject to a probationary period equivalent to one (1) year of full-time actual and cumulative service. During an employee's initial hire probationary period the employee may be terminated without cause or right of appeal.
2. Employees promoted within the same class series shall be subject to a probationary period equivalent to six (6) months of full-time actual and cumulative service. Employees promoted to a position in a different class series shall be subject to a probationary period equivalent to nine (9) months of full-time actual and cumulative service. If an employee does not successfully complete his/her promotional probationary period, he/she shall be placed back in a position in the employee's former classification at the salary step held prior to the promotion without cause or right of appeal.
3. During any probationary period, no employee shall be demoted or terminated in violation of the District's Equal Employment Opportunity policy.

### **ARTICLE IX HOURS OF WORK**

#### SECTION 9.01 HOURS OF WORK

##### 1. WORKWEEK

- A. **NORMAL WORKWEEK.** A normal workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday. The normal workday shall be scheduled over an eight and one-half (8 ½) hour period from 8:30 A.M. to 5:00 P.M., normally with one-half (1/2) hour for meals.
- B. **COMPRESSED WORKWEEK.** With the approval of Management, an employee's normal workweek and/or workday can be modified to allow for flextime hours or a compressed workweek. In such a case, appropriate adjustments will be made to recognize such a normal flex or compressed day/week.
- C. **TELECOMMUTING.** With the approval of Management, an employee's normal workweek may be modified to allow for telecommuting. The employee and his/her/their

(hereinafter referred to as their) supervisor will agree on core days and hours during which the employee will be working remotely, and these will remain constant from week to week, unless modified by agreement with the supervisor. The District will allow non-scheduled telecommuting on Spare-the-Air days when appropriate. In all cases, telecommuters communicate sufficiently with the office and the public to meet the District's goals.

- D. PART-TIME WORK: An employee may request a regular part-time work schedule of fewer than 80 hours per pay period. Approval shall be at the discretion of the Division Director and the EO on a fiscal year basis considering business needs of the District. The part-time schedule may be rescinded by the EO with a 30-day notice to the affected employee for business needs or for unsatisfactory employee performance.
2. An employee shall not work any time in excess of his or her approved work schedule without prior approval of the employee's supervisor, acting supervisor or other manager in the employee's chain of command.
  3. When a situation arises in which a represented employee is unable to work their regular hours on a particular day, upon the approval of the employee's supervisor, the employee may make up the time missed. The makeup time shall occur during the same pay period. The total hours worked, including makeup time, shall not exceed eighty (80) hours during any pay period. Makeup time shall not trigger overtime in any workweek or under any circumstance.
  4. When an employee is away from the employee's normal duty assignment for jury duty, an all-day or multi-day meeting, a conference or to take a District-authorized class, the employee shall only be paid: for the hours representing the agency at, and travel time to and from, meetings or conferences; for the hours at, and travel time to and from, a class; or for the hours at jury duty and for any travel time between the location of the jury duty and the District office or the location of the employee's normal duty assignment. With the approval of the employee's supervisor, an employee will receive overtime or compensatory time if the time consumed by the outside activity exceeds the employee's normal workday.
  5. When an employee attends one of the activities which requires the employee to be away from the employee's normal duty assignment and the activity concludes prior to the end of the employee's assigned workday, the employee must return to work, use appropriate paid leave, work at home, or make-up time. In order to use appropriate paid leave, work at home or make-up time, employees must receive concurrence from their immediate supervisor and authorization from their manager. If the employee is authorized to make-up time, the employee must make-up the time in the same pay week in which time was taken off and in no event shall this time when combined with regular hours worked result in weekly overtime.
  6. With the approval of Management, an employee may make up work time that is lost as a personal or job-related obligation within the same workweek in which the work time is lost. Make up may not be counted towards computing the total number of hours worked in a day for purposes of the overtime requirement specified in this MOU. The schedule according to

which any such time will be made up will be established in consultation with the employee's supervisor.

#### SECTION 9.02 MEAL PERIOD AND REST PERIOD

1. Lunch period of one-half (1/2) hour is to be taken as assigned by the employee's manager, normally it will be taken between 12:00 P.M. and 1:00 P.M.
2. Rest period of one-quarter (1/4) hour each is normally taken in mid-morning and mid-afternoon.
3. Continuation of Business: An adequate number of employees may be assigned lunch and rest periods to ensure the continuation of business.

If an employee is authorized to take a 30-minute lunch, the employee may either be authorized by the manager to combine his/her/their two (2) 15-minute breaks with their lunch period or to take one (1) 15-minute break mid-morning and one 15-minute break mid-afternoon.

If an employee chooses and is authorized to combine their lunch and break periods, to provide the employee a one (1) hour lunch period, the employee will not be entitled to take any additional breaks during the employee's work shift.

If an employee is authorized to take a one (1) hour lunch and two (2) 15-minute breaks, then the employee shall take one(1) 15-minute break midmorning and one 15-minute break mid-afternoon.

Due to unforeseeable work duties, there may be times that an employee will not be able to adhere to their primary lunch option. The District acknowledges that in such cases, an employee may select an alternative lunch option for that day.

#### SECTION 9.03 ATTENDANCE

1. An employee's supervisor will be responsible for keeping the daily attendance record of each employee.
2. A bargaining unit employee who is tardy shall report to the employee's supervisor as promptly as possible after beginning work and at the sole discretion and approval of the employee's manager, the employee may be allowed to (1) make-up time providing the makeup time does not put the employee in an overtime status, (2) use appropriate paid leave in accordance with this agreement, or (3) may be docked for the period of tardiness.
3. An employee must report unscheduled leave to the District within the first hour of the workday unless an emergency prevents such reporting.
  - A. Failure to report may result in loss of pay for the period of absences from work.

- B. An employee who is absent without leave and without having reported their absence for more than one (1) working day may be considered to have resigned and may be terminated.

SECTION 9.04 OVERTIME

The District will avoid the necessity for overtime where possible. The District is under no obligation to assure anyone of the availability of overtime work, nor is the District obligated to treat any particular kind of assignment as overtime. Therefore, the District may adjust work schedules where possible to cover work assignments as straight time work assignments.

The District recognizes that not all work matters can be scheduled during a work shift, and consequently, legitimate overtime assignments will be compensated accordingly.

A notice to an employee to work overtime is a notice in advance if the assignment is given more than 24 hours prior to the beginning of the work to be performed. Such assignments will be considered “scheduled” overtime. An assignment given less than 24 hours in advance will be considered an “unscheduled” assignment for call-back purposes. A call-back is the unscheduled, emergency, and authorized call-back to return to work after a regular shift has been completed.

The District will make every reasonable effort to notify employees of changes in work schedules 14 days in advance of the work to be performed.

Though work schedules for most employees are within the normal workday and normal workweek, groupings of employees may occasionally or regularly have work schedules at different times. The District reserves the right to change work schedules to meet operational needs during straight time shifts.

Except as otherwise provided in Section 9.01, travel time pay is only authorized for call-back assignments. Travel time and call-back time will be compensated at the applicable rate of pay. The time employees spend traveling to a work assignment, except for qualifying callback assignments, is not to be paid regardless of whether the employee is traveling to a scheduled overtime or straight time assignment.

1. AUTHORIZATION. Overtime is the necessary, assigned authorized time worked in excess of eight (8), nine (9), or ten (10) hours per day (depending on an individual's normal work schedule) or forty (40) hours per week. With regard to flex time or compressed work weeks, it is recognized that the standard work week may not be forty (40) hours. Any hours worked beyond whatever is necessary to fulfill the designated flex/compressed work week plan for a represented employee are designated as excess hours. These excess hours are to be paid as overtime or compensatory time at the rate of one and one-half times base hourly rate. For the purposes of this section, paid leave time shall be included in computing the forty (40) hours per week when determining eligibility for overtime; provided, however, that an employee on a flex time or compressed schedule may, with supervisor's approval, modify a normal schedule in order to meet operational necessities, which modified schedule will then constitute normal work time.



2. **CALL-BACK.** Call-back is the unscheduled, authorized call back to work before or after but not connected to the normal workday. Compensation will be based on a minimum of two (2) hours at the applicable rate of pay.
3. **TRAVEL TIME.** For a call-back which is not directly connected to the beginning or ending of a normal shift, the employee will receive compensation from the time the employee leaves home until the employee returns home (travel time) at the applicable rate of pay.
4. **DISTRIBUTION OF OVERTIME.** Overtime, other than call-back, will be distributed in the following manner, consistent with District operating requirements:
  - A. When overtime is required to complete an assignment, the person given the assignment will normally continue the work.
  - B. When unscheduled overtime is required in a supervisor's area (or an extended coverage area) to conduct an additional assignment, employees working for a supervisor (or working in an extended coverage area) will be asked first whether they wish to volunteer for the overtime work. If two (2) or more people volunteer for the assignment, the assignment will be made based on a rotating overtime assignment schedule starting with the most senior person in the work group. If no one volunteers for the assignment, a supervisor may select an individual through the use of a lottery system or, at the discretion of management, the supervisor may select in the order of inverse seniority. Any and all of the above methods may be used to establish an order of rotation for the purposes of distribution of overtime.
  - C. On continuing extended, overtime assignments, coverage will be assigned on a rotating basis.
  - D. All overtime assignments will be made with due consideration for employee hardship.
  - E. Seniority, for the purposes of overtime assignments only, is determined by the time an employee has held the position for which the overtime assignment is required.
  - F. The District reserves the right to approve, or disapprove, all assignments with due consideration of safe work hours and excessive work schedules.
  - G. Limited-term employees shall not be offered the opportunity to work overtime hours without first offering the overtime hours to that supervisor's regular employees and allowing those employees to decline the overtime hours.
5. **DISTRIBUTION OF CALL-BACK.** Call-back will be distributed in the following manner:
  - A. When call-back is required, the person normally responsible for the assignment will be given first opportunity of call-back.

- B. If the person normally responsible for the assignment is unavailable for call-back, then the immediate supervisor will be responsible for the assigning of call-back to other employees in the same position.
  - C. If the immediate supervisor is unavailable for assigning the call-back, then the alternate supervisor, manager or division director will be responsible for the assignment of callback. The District maintains the option to deviate from this procedure based upon immediate need.
6. All represented employees who are authorized and work overtime shall be compensated at the rate of one and one-half times their base hourly rate of pay for all time worked over their normally scheduled workday. Represented employees may elect compensatory time at the rate of one and one-half (1½) times the overtime worked in lieu of overtime pay but may not accumulate more than 240 hours of compensatory time. However, compensatory time shall only be allowed with management approval for any overtime earned in an assignment outside of their regular division. After 240 hours of compensatory time has been accumulated, overtime pay will be the compensation for overtime work. The maximum accumulation of compensatory time is 120 hours as of the end of the calendar year. At the end of the calendar year, the District will pay the employee all compensatory time in excess of 120 hours at the current hourly rate. An employee may cash out up to the full amount (240 hours) at the end of the calendar year.
  7. Employees required to work a designated holiday shall receive overtime pay equal to two (2) times the employees' base hourly rate of pay. For purposes of this section, a designated holiday shall be the dates on which the holiday is observed by the District (Section 12.07), except that for New Year's Day, Independence Day, and Christmas Day, the designated holiday shall include the actual date of the holiday and if any of these holidays fall on a Saturday or a Sunday, the Monday or Friday on which the holiday is observed by the District.
  8. An employee shall not work any time in excess of their approved work schedule without prior approval of the employee's supervisor.

**ARTICLE X                    REDUCTION IN FORCE**

**SECTION 10.01            PROCEDURE / BUMPING, LAY-OFF AND RECALL**

1. **SENIORITY.** For the purpose of this Section, there are three types of seniority which apply in connection with the implementation of a reduction in any portion of the District work force: District employment seniority, seniority within a class series and seniority within a specific job classification. District employment seniority is the seniority gained based on overall employment with the District. Seniority within a class series is the seniority gained based on time in service in a number of job classifications which all belong to the same class series (for example, Inspector I, Inspector II, Senior Inspector and Supervising Inspector). Seniority within a job classification is the seniority gained based on time in service in a specific job classification.

## 2. LAYOFFS/REDUCTIONS IN WORK FORCE

- A. When a reduction in work force becomes necessary for any reason such as lack of funds or lack of work, layoffs will be based on reverse order of overall District employment seniority.
- B. As a result of any such layoffs, management may reassign remaining employees to equal or lower paying job classifications in order to assure that the operating requirements of the District can be met. Any such reassignments shall be made in accordance with the bumping mechanism set forth in Section 3(C) below.
- C. The District will give an employee at least 30 days written notice prior to the effective layoff date.
- D. The District will furnish a list of employees to be laid off to recognized employee organization(s) at the same time the employees are given written notice.

## 3. BUMPING

- A. DEFINITION. Bumping is the displacement of an employee to an equal or lower paying job classification. Bumping will be based on reverse order of seniority, either in the job classification or District-wide, as set forth in subsection (C) (2) below. Normally, bumping will occur in the context of a reduction in the District work force, when the position of an employee with sufficient overall employment seniority with the District to avoid being laid off is eliminated. However, bumping may also occur in the context of a static staffing mode, when the District is unable to hire new employees to fill existing vacancies or as a result of significant changes in the operating requirements of the District, such that it is necessary to displace existing employees to equal or lower paying job classifications involving new or different duties.
- B. GENERAL RULES APPLICABLE TO BUMPING

The bumping procedure set forth below shall not be used for punitive or disciplinary purposes.

- (1) When any employee who has held a given job classification for less than 4 years must be bumped, the employee to be bumped to an equal or lower paying job classification will be the employee with the least seniority in that employee's current job classification. When any employee who has held a given job classification for more than 4 years must be bumped, the employee to be bumped to an equal or lower-paying job classification will be the employee with the least overall employment seniority with the District.
- (2) Whenever an employee is bumped, the time spent by the employee in the position from which the employee has been bumped, as well as any time which the employee previously spent in the position to which the employee is bumped, will count as time spent in the job classification to which the employee is bumped.

- (3) When two or more employees have the same amount of seniority in a given job classification and one must be bumped, the employee with the least overall District employment seniority is the one who will be bumped. When two employees have the same amount of overall District employment seniority and one must be bumped, the decision as to which employee must be bumped will be based on the flip of a coin.
  - (4) Any employee who is bumped to a lower paying job classification will be Y-rated in accordance with Section 7.05. In the event of any subsequent vacancy in a job classification from which an employee was bumped, that employee will be automatically returned to that previous job classification. When more than one employee has been bumped, that employee with the highest applicable seniority in accordance with rule (1) above shall have priority to return to the previously held vacant job classification. In the event of a vacancy in a job classification in a class series from which an employee has been bumped that pays more than the job classification that the employee currently holds, but less than the job classification from which the employee was bumped (an intermediate-paying classification), the employee with highest applicable seniority in accordance with rule (1) above will be automatically promoted to the intermediate paying classification.
  - (5) An employee's seniority in a given job classification shall not be affected by a re-titling of the position and/or modification of the job description which involves no change in pay.
  - (6) Subsequent to being hired as a regular employee, an employee's time in service as a limited-term employee in excess of 1,000 hours within a fiscal year shall count toward that employee's overall District employment seniority, and all of an employee's time in service as a limited term employee in a given job classification shall count toward that employee's seniority in that job classification.
  - (7) Prior to bumping any employee to an equal or lower paying job classification, the EO shall provide a written explanation as to why the operating requirements of the District necessitate that the employee be displaced from his or her current job classification. The District will give an employee at least 30 days written notice prior to the effective date of any bumping. The District will furnish a list of employees to be bumped to recognized employee organization(s) at the same time the employees are given written notice.
- C. THE BUMPING MECHANISM. The bumping mechanism will operate by the application in sequential order of the following criteria, (1) through (9). Thus, an employee who, because of a lack of seniority in his/her job classification, is to be bumped to an equal or lower paying job classification will be bumped in accordance with the first of the following criteria which applies to his/her specific circumstances. At any step where a given employee may bump one of several other employees with less seniority, the individual with the least seniority is the one who will be bumped.

- (1) Prior to the implementation of any mandatory bumping or displacement of an employee to an equal or lower paying job classification to meet the operating requirements of the District, management shall solicit volunteers to move to that job classification. If more than one employee in a job classification volunteers to be bumped, the volunteer with the greatest overall District employment seniority is the one who will be bumped.
- (2) An employee can never bump back to a higher paying position which that employee previously held in the District; however, for purposes of calculating seniority in a job classification, the time spent by an employee in a higher paying job classification will be added to the time already spent in the current, lower paying job classification.
- (3) An employee whose job is being eliminated bumps the least senior employee in the same job classification in the same division.
- (4) The least senior employee in a division bumps the least senior employee in the same job classification anywhere in the District.
- (5) An employee, "A", bumps to an equal paying job classification which "A" previously held, provided that "A" has more total seniority in the current and the previously held position than the least senior current employee in the position which "A" previously held.
- (6) "A" bumps to a lower paying job classification which "A" previously held, provided that "A" has more total seniority in the current and the previously held position than the least senior current employee in the position which "A" previously held.
- (7) "A" bumps to a lower paying job classification in a class series in the same division in which "A" previously held a position, provided that "A" has more total seniority in that class series and in "A's" current position, taken together, than the least senior current employee in the lower paying job classification; and provided, further, that an employee must have held a job classification as a supervisor within the District in order to bump a supervisor in a lower paying class series.
- (8) "A" bumps to a lower paying job classification in a class series anywhere in the District in which "A" previously held a position, provided that "A" has more total seniority in that class series and in "A's" current position, taken together, than the least senior current employee in the lower paying job classification; and provided, further, that an employee must have held a job classification as a supervisor within the District in order to bump a supervisor in a lower paying class series.
- (9) "A" bumps to an equal or lower paying job classification which "A" did not previously hold but for which "A" meets the minimum requirements identified in the job description, provided that "A" has more total District seniority than the least senior current employee in the equal or lower paying job classification.

Note: Notwithstanding that the foregoing criteria (6), (7), (8) and (9) shall normally be applied in sequential order, an employee who can bump to an equal or lower paying job

classification under any of those four criteria shall bump to the highest paying of the available positions.

**D. RECALL**

- (1) Employees who are laid off will be placed on a recall list for thirty-six (36) months, during which period, service time in the former classification will be preserved. However, no service time will be accrued during any period of layoff.
- (2) Employees will be recalled to their former job classification, or to a lower paying job classification for which they meet the minimum requirements identified in the job description, in reverse order of layoff provided they respond to the notice (mailed to the employee's home address of record with the District by certified mail return receipt requested) of a classification opening by notifying the District of their intent to return within 10 working days of receipt of such notice and return to work or to their former classification within fifteen (15) calendar days of receipt of such notice.
- (3) An employee recalled to a lower paying classification or advanced to an intermediate paying classification shall remain on the recall list and retain the right to return automatically to his or her former, higher paying classification. The employee with the highest seniority shall have priority to return to the previously held vacant job classification or to advance to an intermediate paying job classification in the class series of the previously held classification.
- (4) An employee's name shall be removed from the recall list only when the employee refuses an offer to be returned to the employee's former position.
- (5) A change in job title shall not affect an employee's recall rights.

**ARTICLE XI FRINGE BENEFITS**

An employee who is approved for a part-time assignment of 90% or more will receive the fringe allowance as specified in Section 11.07 Premium Requirements. All other employment benefits will be prorated based on the hours worked. All employment benefits for an employee who is approved for a part-time assignment of less than 90% will be prorated based on the hours worked.

**SECTION 11.01 HEALTH INSURANCE**

The District shall make available health insurance coverage through the Public Employees Retirement System (CalPERS) for employees and their eligible dependents. Optional coverage is available for eligible dependents and for Domestic Partners where an employee has filed a confidential Declaration of Domestic Partnership with the Human Resources Section. In the event the health insurance coverage in effect July 1, 2023 becomes unavailable, the District and the Association, consistent with the Meyers-Milias-Brown Act (MMBA), shall immediately meet and confer in an effort to reach mutual agreement regarding a comparable value replacement plan.

SECTION 11.02 DENTAL INSURANCE

The District shall make available dental insurance coverage for employees. Optional coverage is available for eligible dependents and for Domestic Partners where an employee has filed a confidential Declaration of Domestic Partnership with the Human Resources Section. In the event the dental insurance coverage in effect July 1, 2023 becomes unavailable, the District and the Association, consistent with the MMBA, shall immediately meet and confer in an effort to reach mutual agreement regarding a comparable value replacement plan.

SECTION 11.03 VISION CARE

The District shall make available Vision coverage for employees. Optional coverage is available for eligible dependents and for Domestic Partners where an employee has filed a confidential Declaration of Domestic Partnership with the Human Resource Section. Vision care coverage for dependents must be elected at the time of enrollment. In the event the vision care coverage in effect July 1, 2023 becomes unavailable, the District and the Association, consistent with the MMBA, shall immediately meet and confer in an effort to reach mutual agreement regarding a comparable value replacement plan.

SECTION 11.04 LIFE INSURANCE

The District provides life insurance coverage for employees. The life insurance amount is based on annual salary. Optional Additional Contributory Life is also available to employees. In the event the life insurance coverage in effect July 1, 2023 becomes unavailable, the District and the Association, consistent with the MMBA, shall immediately meet and confer in an effort to reach mutual agreement regarding a comparable value replacement plan.

SECTION 11.05 LONG TERM DISABILITY INSURANCE

The District shall provide Long Term Disability (LTD) Insurance which partially replaces lost income for employees who become disabled on or off the job and meet the eligibility requirements. In the event the LTD insurance coverage in effect July 1, 2023 becomes unavailable, the District and the Association, consistent with the MMBA, shall immediately meet and confer in an effort to reach mutual agreement regarding a comparable value replacement plan.

SECTION 11.06 VISION CARE, AND HEALTH, DENTAL AND LIFE INSURANCE  
COVERAGE AFTER RETIREMENT

1. All Employees Upon Retirement

The District shall comply with the provisions of the California Public Employees' Medical and Hospital Care Act. Vision care, dental insurance and life insurance coverage after retirement will be governed by the vision, dental and life insurance plans in effect for employees covered by this agreement, and in compliance with the provisions of the Medicare program.

2. Employees Hired before July 1, 2010

Health insurance, dental insurance, vision care and life insurance shall continue for employees hired before July 1, 2010 at the maximum fringe benefit allowance received at the time of retirement. This Section also applies to employees hired before July 1, 2010 who separate from the District and are re-hired by the District at a later date and subsequently retire from the District.

3. Employees Hired on and after July 1, 2010

A. Health insurance, dental insurance, vision care and life insurance shall continue for retired employees at the maximum fringe benefit allowance received upon retirement times a percentage of District contribution, and in compliance with the provisions of the Medicare program.

The percentage of District contribution payable for postretirement health insurance, dental insurance, vision care and life insurance shall, except as provided in subsection B below, be based on the employee’s completed years of credited CalPERS service at retirement as shown in the following table:

<u>Credited Years Of Service</u>	<u>Percentage of District Contribution</u>
10	50
11	60
12	70
13	80
14	90
15	100

This subsection shall apply only to employees who receive a service or disability retirement and are first employed by the District after July 1, 2010.

B. The credited service of an employee for the purpose of determining the percentage of District contributions applicable under subsection A shall not include purchased Additional Retirement Service Credit (‘air time’).

C. The credited service of an employee for the purpose of determining the percentage of District contributions applicable under subsection A shall include purchased Military, Peace Corps and AmeriCorps service.

D. Notwithstanding subsection A, for employees hired by the District on and after July 1, 2010, and who retire for disability with less than ten (10) years of credited service, the contribution payable by the District shall be fifty percent (50%) of the maximum fringe benefit allowance received at the time of retirement.



4. Increases

Retired annuitants' fringe benefit allowances may be equal to and increased concurrently with increases to represented employees' fringe benefits, as determined by the District's Board of Directors.

5. For employees first employed before July 1, 2017, and with no break in service to the date of retirement, except as provided in 2 above, if they are otherwise eligible for an annuitant fringe benefit (see 1, 2 and 3 above), their retired annuitant fringe benefit allowance shall not be less than \$1763.70 per month or proration as described in 3 above.

SECTION 11.07 PREMIUM REQUIREMENTS

1. The District will provide a cafeteria plan for Fringe Benefits with a FBA for payment of premiums for health, dental, vision (including the vision buy up plan), and additional life insurance coverage.
  - A. For employees hired before July 1, 2017, the FBA will be equal to the appropriate tier provided in subsection 2 below or \$1763.70, whichever amount is greater.
  - B. For employees hired on or after July 1, 2017, the FBA will be equal to the appropriate tier provided in subsection 2 below.
2. Tiered Benefit Plan - The District will offer the following tiered benefit plan for FBA. Determination of tiers A, B, or C is based on enrollment for health care plan only.
  - A. Employee (EE) only – 100% of Kaiser Health Maintenance Organization (HMO) premium for single plus 100% of dental and vision premiums for Employee Only Plan.
  - B. Employee plus One – 95% of Kaiser HMO premium for employee plus one plus 95% of dental and vision premiums for Employee + One Dependent Plan.
  - C. Employee + Family – 90% of Kaiser HMO premium for employee plus two or more plus 90% of dental and vision premiums for Employee + Two or More Dependents Plan.
3. For those employees who do not enroll in a CalPERS health care plan, the allowance will be based on the percentage for the selected plan(s) as described above.

SECTION 11.08 STATE DISABILITY INSURANCE/FAMILY TEMPORARY  
DISABILITY INSURANCE/PAID FAMILY LEAVE

Each employee is covered by State Disability Insurance (SDI) and Paid Family Leave Insurance, also known as Family Temporary Disability Insurance (FTDI). Premiums are paid by the employee. The District's sick leave payments are integrated with any payments received by the employee from SDI or FTDI. The cost of SDI and FTDI is deducted from the employee's pay. SDI and FTDI are integrated with the employee's leave time. Employees shall not be entitled to receive more than one hundred percent (100%) of pay when SDI or FTDI and leave time are combined. The administration of the SDI and FTDI programs is solely the responsibility of the State of California. The District is not responsible for benefit levels, the duration of benefits, or the eligibility of District employees for benefits.

#### SECTION 11.09 WORKERS' COMPENSATION

1. An employee who is absent as a result of a work-related injury will continue to receive full pay for the first 90 calendar days after the date of injury (the period will apply only once per injury) providing the injured employee meets the following requirements/conditions:
2. The injury has been accepted by the District's workers' compensation insurance carrier as a bona fide work-related injury.
3. The work-related attending health care provider has medically authorized the absence.
4. If the length of the work-related absence qualifies the injured worker for temporary disability benefits from the District's workers' compensation insurance carrier, the wages of the employee will be deducted for the same amount as the temporary disability payments; and in no event, will the injured employee receive more than 100% of their wages when combined with any temporary disability payments from the District workers' compensation insurance carrier.
5. These provisions will only apply once per injury as determined by the District's Workers' Compensation Insurance carrier.
6. In the event that the District's workers' compensation insurance carrier does not accept the workers' compensation claim, the District is entitled to recover the amount of any benefits or time paid under this section. The District and the employee will develop a repayment plan. The employee may surrender sick leave, annual leave, floating holidays or compensatory time, make a cash payment, accept payroll deductions, or agree to surrender any combination thereof for repayment. The compensation shall be paid back within one year from the denial of the claim. Any period longer than one year must be agreed upon by both parties due to extenuating circumstances.

#### SECTION 11.10 PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)

The following applies to those employees who were employed by the Air District on or before December 31, 2012 and to those employees who are otherwise eligible as 'classic members' as defined by CalPERS:

2% at 55 FULL RETIREMENT FORMULA: The District amended the PERS contract to implement the “2.0% at age 55 formula” effective July 22, 2002.

Employees who began CalPERS membership at the Air District or another qualifying CalPERS agency on or after January 1, 2013 shall participate in the 2% at 62 FULL RETIREMENT FORMULA.

In the event that any part of the California Public Employees’ Pension Reform Act (PEPRA) which affects benefits described herein is amended or otherwise voided by action of the legislature, electorate or court of law, the parties shall immediately reopen negotiations concerning such provisions and shall bargain this provision in accordance with MMBA requirements.

1. PICK-UP OF EMPLOYEE CONTRIBUTIONS:

There shall be no employer pick-up of mandatory retirement contributions during the term of this Agreement.

2. EMPLOYEE CONTRIBUTIONS

A. Effective July 1, 2013, the “classic employees” shall pay the entire seven percent (7%) mandatory employee contribution to CalPERS.

B. Employees who are not considered “classic employees” by CalPERS shall pay fifty percent (50%) of normal cost as required by PEPRA.

C. The charges, if any, shall not reduce the employees’ pensionable compensation, and shall not be treated as taxable income to the extent allowed by law. The District shall implement the provisions of section 414 (h)2 of the Internal Revenue Code (IRC) to ensure that the tax benefit provided by that section is made available to employees.

SECTION 11.11 CREDIT UNION

Employees may become members in the San Francisco Federal Credit Union.

SECTION 11.12 EMPLOYEE ASSISTANCE PROGRAM

The District shall offer an employee assistance program to employees and members of their household. The Employee Assistance Program provides limited professional, confidential counseling service at no cost to the employee.

SECTION 11.13 TRANSIT SUBSIDY

1. Consistent with the District’s efforts to promote the use of public transportation and to reduce the number of single-occupant automobiles during commute hours, fulltime District employees are eligible for a transit subsidy. Use of the transit subsidy is confined to the employee during commute hours.

2. Effective July 1, 2023, the District will provide a transit subsidy, up to a maximum amount of \$300.00 per month to subsidize eligible transit expenses as detailed in this provision. Eligible transit expenses include passes for public mass transit system, carpool participation, electric vehicle participation, walking and bicycling participation, and parking associated with mass transit systems.
3. Procurement of transit passes is the obligation of the individual employee. No funding will be advanced by the District. The transit subsidy will be made available to eligible District employees on a designated day prior to the beginning of each month. The District reserves the right to use other methods deemed more efficient for the District.
4. There will be no banking of the unused allocation of transit subsidy. Transit subsidy allowance is for each individual month and will not be cumulative. The purpose of transit subsidy is to provide an allowance to employees who use an alternative method of transportation for the sole purpose of coming to and from work (portal to portal).
5. Verification: Transit subsidies may be audited on a District-wide basis at any time. For stated reasons provided in writing to the employee, the District may audit an individual employee and require the employee to provide a written explanation of the employee's use of transit subsidy. This provision is intended to be invoked on an individual basis in situations where abuse of transit subsidy is reasonably suspected. Persons in violation of this section may be subject to disciplinary action.
6. If an employee chooses to change their subsidy, they must complete the necessary forms in a timely manner in order to receive their subsidy for the subsequent month.
7. Carpool: An employee who participates in carpool to commute to and from a District facility shall be reimbursed up to the maximum monthly transit subsidy. Reimbursement to the vehicle owner for commute carpooling expenses will be \$6.00 per day (or \$3.00 per one-way trip) up to the maximum monthly transit subsidy. Reimbursement to riders in a carpool will be \$3.00 per day (or \$1.50 per one-way trip) up to the maximum monthly transit subsidy. A carpool is defined as three or more persons, at least two of which must work in the same building as the District employee. Carpool reimbursement will be made on a monthly basis. No funding will be advanced by the District. In order to receive the carpool subsidy, the employee must certify to the Human Resources Office, no later than the 10th day of each month, the number of days carpooled during the previous month and the names of the persons who participated in the carpool. An employee that drives a vehicle as a carpool to commute to and from a District facility shall be provided with parking at no cost, subject to availability.
8. Electric Vehicle: Effective July 1, 2002, an employee who uses an electrical vehicle to commute to and from a District facility shall be provided with parking and have access to a re-charging station at no cost, subject to availability.

9. Walking or Biking: District employees who walk or bicycle to work and live more than 1.0 mile from their work locations will be reimbursed up to \$3.00 per day (or \$1.50 per one-way trip). In order to receive the walking or biking subsidy, the employee must certify to the Human Resources Office, no later than the 10th day of each month, the number of days walking or biking during the previous month.
10. Parking passes associated with transit systems are subject to subsidy.
11. The amount of transit subsidy shall be increased by any increase(s) in the Internal Revenue Service limit for the duration of the contract.

#### SECTION 11.14 DEFERRED COMPENSATION

The District shall offer the opportunity to participate in an IRC Section 457 deferred compensation plan. This plan is designed to allow employees to invest a portion of their salary that is tax deferred until such time as the employee withdraws the funds.

At least once during the term of this MOU and periodically thereafter, the District shall convene a committee whose charge shall be to review the performance, costs and related design of this plan and to evaluate alternate plan(s) to be offered. This committee shall consist of an equal number of non-EA and EA represented District employees. Based on the evaluation, the committee shall provide a recommendation regarding plan(s) to be offered

In the event of a recommended change in vendor(s), the District and the Association shall immediately meet and confer with regard to any such change in vendor(s). Following the completion of the meet and confer process, the District may implement reasonable changes in vendor(s).

#### SECTION 11.15 JOB-RELATED EDUCATIONAL PURSUITS

##### 1. JOB-RELATED EDUCATIONAL PURSUITS

- A. The provisions of the “Job-Related Educational Pursuits” section will be applicable to an employee who applies for “Skills Enhancement Pursuits” and who takes an educational course or other skills enhancement course which is directly related to the employee's current position, but is not necessarily enrolled at an accredited college or university in an undergraduate or graduate degree program.
- B. “Year” is defined as fiscal year.
- C. For the purposes of this section “Job-Related Educational Pursuits” is defined as education that either maintains or improves an employee's job skills as they relate to an employee's current position.
- D. To receive reimbursement, an employee must be enrolled at an accredited college or university in an undergraduate or graduate degree program, or in a certificate program; courses taken must contribute to progress towards the degree or certificate.

- E. To qualify for reimbursement under this Section 11.15, participation in certificate programs is subject to prior approval by the HRO. Reimbursement will be approved if the educational pursuit conforms with (A), (C) and (D) above, and there is sufficient funding pursuant to (F) below. Certificate programs in which an employee's participation will normally be granted shall include, but not be limited to, environmental management certificate programs offered by the University of California or other colleges and universities as well as coursework leading to a professional license which relates to the work of the District (such as a Professional Engineer license).
- F. Each year, the District shall apportion an amount up to \$10,000.00 to allow for reimbursements of up to \$2,000.00 per employee for those employees who attend and successfully complete job related educational courses or seminars. Such reimbursement will be paid upon proof of completion of any approved course. Employees wishing to take educational or other professional courses must obtain prior approval from the HRO before taking the course in order to be reimbursed.

## 2. SKILLS ENHANCEMENT PURSUITS

- A. For the purposes of this section “skills enhancement pursuits” is defined to include educational courses and other skills enhancement courses that may or may not be related to an employee’s current position, but reasonably relate to the District’s work in general and will enhance an employee’s skills and may allow for further advancement or promotion at the District.
- B. Each year, the District shall apportion an amount up to \$10,000.00 to allow for reimbursements of up to \$1,500.00 per employee for those employees who attend and successfully complete skills enhancement course. Such reimbursement will be paid upon proof of completion in any approved course. Employees wishing to take skills enhancement courses must obtain prior approval from the HRO before taking the course in order to be reimbursed.
- C. An employee may be reimbursed for courses necessary to attain a job-related degree.
- D. Reimbursement will be approved if the skills enhancement pursuit conforms with (A) and (C) above, and there is sufficient funding pursuant to (B) above.

## 3. REIMBURSEMENT:

- A. Upon proof of completion of a course (grade “C” or better, “pass”, “credit” or other indication of satisfactory completion of the course) the District will reimburse the employee for the course cost and related materials (required books, supplies, lab fees, etc.) up to the prescribed limit. An employee may be reimbursed for courses necessary to attain a job related degree.

- B. The reimbursement for Job-Related Educational Pursuits or Skills Enhancement Pursuits whose course cost is all-inclusive, which includes either meals, lodging, entertainment, or special events, etc. shall be reduced by the reasonable costs of these non-course related items.
4. Each year, the District shall apportion an amount up to \$10,000.00 to be used by employees to repay student loans. To remain eligible, participating employees must continue to make minimum monthly payments to their loan servicer in addition to the assistance received under this program. Student loan assistance payments will be made in amounts of up to \$1,000.00 per year per participating employee. This program will be administered on a first-come, first-served basis.

#### SECTION 11.16 DEPENDENT CARE ASSISTANCE PLAN

The District will continue for the term of this Agreement the Dependent Care Assistance Plan as adopted by the Board of Directors by Resolution 98-25, November 4, 1998. However, employee contributions shall be allowed at the maximum level allowed by law.

#### SECTION 11.17 SOCIAL SECURITY REPLACEMENT BENEFITS

The District's Board of Directors has adopted and implemented a package of benefits designed to replace to the fullest extent possible those benefits formerly provided under the employer-employee jointly funded federal program commonly known as Social Security. These replacement benefits include the following:

1. Special retirement and disability benefits under PERS.
2. Life insurance coverage for employees is as specified in the contracts. The contracts are available in the Human Resources Section.
3. A portion of long-term disability coverage at the level of 66 2/3% of monthly salary to a maximum benefit of \$6,500.
4. Qualified pension plan contribution of \$237.72 per month credited to each full-time regular employee's account, effective July 1, 2023. The monthly contribution for each subsequent fiscal year shall be adjusted by the change in the annual-average Bay Area CPI-W for the previous calendar year.
5. Medicare Part B for employees that retire after July 1, 2000 up to a maximum total cost of \$10,000 per year for all covered retirees. However, employees that retire after July 1, 2011 shall only be entitled to be reimbursed for the standard Medicare Part B premium. Once the \$10,000 has been distributed by the District, an additional \$5,000 per calendar year shall be made available to reimburse the standard Medicare Part B premium for employees that retire after July 1, 2011.

6. PERS Long Term Care for District employees who elect to enroll in the PERS Long Term Care Program as paid for by the employee.

**SECTION 11.18 HEALTH CARE SPENDING ACCOUNT**

The District will offer employees the option to participate in a Health Care Spending Account (HCSA) Program designed to qualify for tax saving under Section 125 of the IRC, but such savings are not guaranteed. The HCSA Program allows employees to set aside a pre-determined amount of money from their paycheck, not to exceed the maximum amount allowed by law, for health care expenses not reimbursed by any other health benefits plan before tax dollars. HCSA dollars can be expended on any eligible medical expenses allowed by IRC Section 125. The employee cannot recover any unused balance

**SECTION 11.19 GUARANTEED RIDE HOME**

An employee who uses an alternate method of transportation to commute to and from work will be guaranteed a ride home in the event of an unforeseeable circumstance that would prevent the employee from using such alternate method of transportation to commute home from work.

**ARTICLE XII LEAVE AND HOLIDAYS**

**SECTION 12.01 ANNUAL LEAVE**

1. An employee will earn annual leave credits at the rate of 3.69 hours per pay period (approximately one [1] day per month) for the first three (3) years of employment. Annual leave will accrue but cannot be taken until the successful completion of six (6) months' service.
2. An employee with more than three (3) and up to five (5) years of employment will earn annual leave at the rate of 4.64 hours per pay period (approximately 1-1/4 days per month).
3. An employee with more than five (5) and up to ten (10) years of employment will earn annual leave at the rate of 5.52 hours per day period (approximately 1-1/2 days per month).
4. An employee with more than ten (10) and up to twenty (20) years of employment will earn annual leave at the rate of 6.48 hours per pay period (approximately 1-3/4 days per month).
5. An employee with more than twenty (20) years and up to twenty-five (25) years of employment will earn annual leave at the rate of 7.69 hours per pay period (approximately 2 days per month).
6. An employee with twenty-five (25) or more years of employment will earn annual leave at the rate of 9.23 hours per pay period (approximately 2-1/2 days per month).
7. If an employee's annual leave accrual rate changes during a pay period, the new rate will be credited from the first day of that period.



8. Annual leave will be normally scheduled in advance by the employee's immediate supervisor, in consideration of the operating requirements of the section and the division. However, in an emergency situation, annual leave will be authorized so long as the employee's immediate supervisor is notified in advance.
9. The maximum accumulation of annual leave is four hundred and sixty (460) working hours as of the end of the calendar year. After reaching that limit, no further hours shall be accumulated until the employee reduces the balance below four hundred and sixty (460) hours. On a one-time basis, the maximum accumulation of annual leave will increase to five hundred (500) hours. This provision will expire on December 31, 2024.
10. Use of annual leave of more than one hundred and sixty (160) hours must be scheduled and approved by the EO.
11. For the purposes of determining the rate of annual leave, accumulated service within the District will be used less any time for leave of absence in excess of two (2) pay periods.
12. Once per calendar year, an employee may exchange unused annual leave in excess of 160 hours, up to a maximum of 40 hours per calendar year, for the equivalent amount in wages. Payment shall be made within fifteen (15) working days of the request. On a one-time basis, an employee with an annual leave balance over 420 hours will be allowed to sell back an additional 40 hours. This provision will expire on December 31, 2024.
13. An employee who is re-hired within five (5) years of their separation by the District as a permanent employee will accrue annual leave at the rate the employee was accruing at the time of separation.
14. If a holiday occurs during a continuous period of authorized annual leave, the holiday will not be counted as a day of annual leave.

#### SECTION 12.02 SICK LEAVE

1. **COVERAGE.** Sick leave is granted leave to cover authorized absence by an employee unable to work for any of the following reasons, and subject to documentary proof in the form of a medical certification from a licensed health care provider whenever absences exceed five (5) consecutive scheduled work days:
  - A. Personal injury or illness, pregnancy, childbirth, or pregnancy-related disability.
  - B. Exposure to contagious disease requiring quarantine.
  - C. When the employee is required to attend to a member of the immediate family for reason stated in (A) above, to a maximum of eighty (80) hours per calendar year, provided, however, that in the event of a catastrophic illness of an immediate family member, an

employee may petition the EO to use more than 80 hours of accrued sick leave per year to care for that immediate family member.

D. For the purpose of this section, immediate family will include: mother, father, spouse, children, brother, sister, grandparents and grandchildren of the employee, domestic partners and relatives by marriage and relatives of domestic partners, including mother-, father-, brother-, sister-, son-, and daughter-in-law.

E. Appointments for dental, eye, and other medical examinations.

F. When an employee is required to be absent for purposes related to the adoption of a child to a maximum of eighty (80) hours per calendar year, provided, however, an employee may petition the EO to use more than eighty (80) hours of accrued sick leave per year for purposes related to the adoption of a child. Examples may include but are not limited to: appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; any periods of time the adoptive parents are ordered or required by the adoption agency or by the court to take time off from work to care for the adopted child; and any other activities necessary to allow the adoption to proceed. Adoptive parents who voluntarily choose to be absent from work to bond with an adoptive child may not use sick leave for this purpose. Employees must have at least 200 hours of sick leave before initially requesting sick leave for purposes related to the adoption of a child.

2. ALLOWANCE. Employees will earn sick leave at the rate of 3.69 hours per pay period. There is no limit to the amount of sick leave that may be accumulated. Part time employees will earn sick leave on a pro-rated basis. Employees are eligible to use sick leave as it is earned.

3. COORDINATION WITH STATE DISABILITY INSURANCE. At the employee's election, sick leave may be integrated with State Disability Insurance, Family Temporary Disability Insurance and Workers' Compensation Insurance as soon as eligibility for such benefits is established.

4. JOB-RELATED INJURY. Employees injured on the job and accepted for Workers' Compensation will not be required to use sick leave for the period from the 1st through the 90th calendar day. This period will begin the day following the date of injury or the date Workers' Compensation approved the absence from work, whichever date begins the absence from work. The period will apply only once per injury. The date of injury will be paid as a day worked for pay purposes.

5. HOLIDAY DURING A SICK LEAVE PERIOD. If a holiday occurs during a continuous period of authorized sick leave, the holiday will not be counted as a day of sick leave.

6. BLOOD DONATIONS. Employees may take up to two (2) hours to donate blood to the District's account or to a specific person's account to a maximum of twice a year without loss of sick leave credits. Such leave must be approved in advance by the employee's supervisor and consistent with District operating requirements.

SECTION 12.03 BEREAVEMENT LEAVE

1. When a death occurs in the immediate family of an employee, the employee may take twenty-four (24) consecutive work hours off, counting the day of the funeral, without loss of pay. An additional two (2) days of bereavement leave may be taken-nonconsecutively by members subject to the requirements of California Government Code 12945.7 on an unpaid basis or by using available annual or sick leave within three (3) months of the date of the family member's death.
2. If the employee is the family member required to make the family arrangements for the funeral and burial (or equivalent ceremony), the employee may take up to forty (40) work hours off without loss of pay to make such arrangements. Such time shall include all time for travel.
3. For the purpose of this Section, immediate family is defined the same as in Section 12.02(1)(D) above.

SECTION 12.04 MILITARY LEAVE

The District shall comply with all applicable laws requiring the release and payment for duty in the U.S. Military or California National Guard. Notice must be given by the employee to their supervisor as soon as the obligation to attend military duty is known.

SECTION 12.05 JURY DUTY

Employees selected for jury duty shall be excused from work with pay for the hours required by such obligation provided they submit any jury fees received for such time to the District. The employee shall return to work whenever released during working hours and travel time allows except as provided in Section 9.01.3.

SECTION 12.06 SUBPOENA AS A WITNESS

Pursuant to Government Code Sections 1230 and 1230.1, any employee subpoenaed as a witness on matters related to District business shall be allowed the time necessary to be absent from work without loss of regular pay.

SECTION 12.07 HOLIDAYS

1. The following days will be paid holidays for all employees:

New Year's Day	(First day of January)
King's Birthday	(Third Monday of January)
Lincoln's Birthday	(Twelfth day of February)
Washington's Birthday	(Third Monday of February)

Chavez' Birthday	(Thirty-first day of March)
Memorial Day	(Last Monday of May)
Juneteenth	(Nineteenth day of June)
Independence Day	(Fourth of July)
Labor Day	(First Monday of September)
Indigenous Peoples' Day	(Second Monday of October)
Veterans Day	(Eleventh day of November)
Thanksgiving Day	(Fourth Thursday of November)
Day After Thanksgiving	(Fourth Friday of November)
Christmas Day	(Twenty-fifth day of December)

2. Every day appointed by the President of the United States or Governor of California as a holiday.
3. Holidays falling on Sunday will be celebrated on the following Monday. Holidays falling on Saturday will be celebrated on the preceding Friday, except, if the Governor proclaims the following Monday to be the holiday.
4. Employees will be granted forty (40) hours of floating holidays per year except an employee hired after January 1st and prior to June 1st will be allowed only sixteen (16) hours of floating holiday within that fiscal year. Employees hired after May 31st and prior to July 1st will receive no floating holiday for that fiscal year. Employees must request to use a floating holiday in advance. A floating holiday can be taken only with the approval of the employee's supervisor.
5. Notwithstanding Section 12.07(3), above, employees who are not scheduled to work on a day that is a scheduled holiday for other District employees shall be credited with eight (8) hours of floating holiday pay in-lieu of the scheduled holiday. The eight (8) hours of floating holiday shall be credited to the employee's accrual in the same pay period that the scheduled holiday occurs.

**SECTION 12.08 BENEVOLENT LEAVE FUND**

1. The Benevolent Leave Fund is established for the use and donation by District employees. Any District employee (hereinafter referred to as "employee") may donate annual leave, sick leave, compensatory time, or floating holiday, with the limitation noted in subsection A immediately below, to the benevolent leave fund for the benefit of employees who are catastrophically ill, injured, or suffering from long-term ailments for forty (40) consecutive working hours or longer. In order to donate leave, the following conditions apply:
  - A. Only accrued annual or sick leave, compensatory time, or floating holiday leave may be donated to the fund. Any employee may donate up to forty (40) hours of sick leave to the fund per fiscal year. Floating holiday leave that is donated will only be valid during the fiscal year in which it is accrued. Thus, if in a given fiscal year, an employee donates floating holiday leave and the leave is not used during that fiscal year, the donated leave will expire on the last day (June 30) of that fiscal year.

- B. To donate accrued leave to the fund, an employee must be eligible to accrue or use annual leave credit and cannot currently be using leave from the Benevolent Leave Fund.
  - C. To donate sick leave, an employee must have a sick leave balance of at least 200 hours.
  - D. Donated leave may be designated for a specific employee, or may be donated without designation. Floating holiday leave shall be used first. Other benevolent leave that is designated to a specific employee must be used in the sequence it was donated. If leave that is donated to a specific employee is not used within 120 days, such leave will be added to the general benevolent leave fund.
  - E. Leave may be donated to the fund regardless of whether there is a qualified recipient.
  - F. Leave may not be sold, bartered or traded to another employee under any circumstances.
  - G. Once leave has been donated to the fund, that leave cannot be reclaimed by the employee making the donation unless and until that employee later becomes an eligible fund recipient.
2. In order to be a fund recipient, the following conditions apply:
- A. The recipient must be catastrophically ill, injured, or suffering from long-term ailments on an approved leave for medical purposes and must have on file with the Human Resources Office a medical verification from the employee's personal physician that demonstrates that the recipient is in fact catastrophically ill, injured, or suffering from long-term ailments and unable to work for at least forty (40) consecutive working hours or longer.
  - B. Upon written request from the Association Board of Directors, the Human Resources Officer shall provide to the Association the amount of leave in the fund.
  - C. The recipient must have exhausted all forms of paid leave prior to using any benevolent leave. However, it is understood the employee will accrue all appropriate leaves during the time the Benevolent Leave Fund is in use and shall not be required to use such accrued leave during such time.
  - D. The recipient may not receive benevolent leave from the fund in an amount which exceeds 100% of that employee's normally scheduled hours for any pay period.
  - E. Unless leave has been specifically donated to the employee, employees may not use in excess of two hundred (200) hours annually of the Benevolent Leave Fund.
  - F. Written requests to use leave from the fund shall be submitted to the Human Resources Officer.

G. The Human Resources Officer or designee shall provide a written response approving or denying the employee's request, or requesting more information within 5 working days. If the request is denied, the Human Resources Officer or designee shall state the reasons for denial in the written response.

H. If a request to use leave from the fund is denied, the refusal may be appealed to the APCO. The APCO's decision shall be provided, in writing, to the employee within ten (10) calendar days from the date an appeal is submitted.

Catastrophic illness, injury, or long-term ailments are defined as a serious illness, injury, impairment, or physical or mental condition that is present for a minimum of forty (40) consecutive working hours or longer.

#### SECTION 12.09 TEMPORARY DISABILITY LEAVE

The provisions of Division III, Section 11.4 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association in said changes.

#### SECTION 12.10 FAMILY CARE LEAVE

The provisions of Division III, Section 11.7 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference except as modified in 1 and 2 below:

1. Each full-time employee is entitled to a maximum of 480 hours of family care and medical leave during any 12-month period. The 12-month period begins on the first date family care and medical leave is taken. Family care and medical leave can only be initiated by request of the employee. Prior to the request, time off taken on any type of paid leave will not be deducted from the family care and medical leave entitlement. When medically necessary, leave may be taken on an intermittent basis or the employee may be authorized to work on a reduced schedule.
2. The family care and medical leave entitlement may consist of paid or unpaid leave. An employee who is taking family care and medical leave to care for an eligible family member must use all accrued annual leave and floating holiday, except for 80 hours that may be retained or used at the employee's discretion, before unpaid leave may be taken. An employee who is taking family care and medical leave due to the employee's own serious medical condition is not required, but may choose to, use accrued annual leave and floating holiday.

No changes to said provisions of Division III, Section 11.7 of the District's Administrative Code Personnel Policies and Procedures that are within the scope of bargaining will be proposed to the

District's Board of Directors by District Management without first obtaining the concurrence of the Association in writing of said proposed changes.

SECTION 12.11 PREGNANCY DISABILITY LEAVE

The provisions of Division III, Section 11.9 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association in said changes.

SECTION 12.12 LEAVE ACCRUAL - RETURNING FROM UNPAID LEAVE

Once returning to work from unpaid leave, in order to accrue annual and sick leave, an employee must work 50% of his or her regularly scheduled assignment (i.e. 50% of the regular assignment of 40 hours in five (5) consecutive eight-hour days or 50% of 40 hours in four (4) consecutive 10-hour days).

SECTION 12.13 LEAVE WITHOUT PAY

Regular full-time or part-time and probationary employees may be granted a leave without pay for non-medical reasons. Such leave will be granted at the discretion of the EO.

Leave may be granted for any period of time up to thirty (30) calendar days and may be extended for one (1) to ten (10) additional working days. A working day is any day that the District office is open for business. A return to work of one full day is considered as ending a leave period. Additional time after this day will be requested as a new and separate leave.

An employee on leave without pay continues to receive benefits described in Article XI, except that an employee on leave without pay for more than 80 hours during a fiscal year will not accrue annual or sick leave for the period of leave without pay in excess of 80 hours, and will not receive transit subsidy, or receive educational reimbursement, unless the course was approved prior to the commencement of the leave. Employee and employer contributions to PERS are not paid during leave without pay. A leave without pay is not considered as a break in service, and the employee is assured return to the same position, or to a comparable position in the same job classification and at the same pay grade.

SECTION 12.14 LEAVE OF ABSENCE

1. Leave of absence may be granted for non-medical reasons or to continue a medical leave for a maximum of six (6) months by the EO. A consecutive leave of absence may be granted but in no case for a total of more than twelve (12) months for any employee.

No annual or sick leave credits are earned during leaves of absence. An employee on a medical leave of absence continues to receive benefits described in Article XI, except that an employee on leave of absence shall not receive transit subsidy, or receive educational reimbursement, unless the course was approved prior to the commencement of the leave. Employee and employer contributions to PERS are not paid during unpaid leaves of absence. An employee on a leave of absence for non-medical reasons receives none of the benefits described in Section 11. A leave of absence for non-medical reasons is considered a break in

service, and the position vacated by this leave may be open for recruitment of a regular employee.

2. Return after unexpired leave. Granting a leave of absence will permit the return of the employee to District employment before the expiration of the leave of absence under the following conditions.
  - A. The employee will have preference for re-employment in the same classification or at another lower classification for which the person is qualified, provided the position is vacant.
  - B. Leave of absence does not confer any absolute right to return to position or employment.
  - C. Employee time in-grade for salary increase will be preserved, at the same level.
  - D. Accrued pension rights and pension time will be preserved.

## **ARTICLE XIII      ASSOCIATION ACTIVITIES**

### SECTION 13.01      COMMUNICATING WITH EMPLOYEES

1. The Association may use District internal mail and email systems. Any such mail (hard copy or email) will be given to the Business Manager for routing.
2. The Association will use the right-hand third of the space on District bulletin boards for posting Association business announcements provided District business matters do not take precedence. All material posted will be dated for timely removal. No Association documents will be removed prematurely except for demonstrated lack of space.

### SECTION 13.02      USE OF DISTRICT FACILITIES

1. The Association may use District meeting rooms provided they are available and there is no interruption of District work. The Association will submit its requests to the Business Manager for the use of the rooms in advance. Meetings of the District take precedence over Association meetings. Security and clean-up will be the responsibility of the Association.
2. The Association may use the District's reproduction facilities at reasonable cost.
3. Materials to be reproduced will be submitted to the Business Manager for costing and scheduling, which will be without interruption of District business. The District will bill the Association monthly for costs incurred.
4. The District will provide the Association with office space providing there is available space.

### SECTION 13.03      ASSOCIATION REPRESENTATIVES AT BOARD OF DIRECTOR MEETINGS



Two (2) Association representatives will be allowed to attend regular meetings of the Board of Directors on paid release time. Two (2) Association representatives will be allowed to attend regular meeting of committees of the Board of Directors when items are on the agenda that directly relate to matters within the scope of representation of Association activities.

**SECTION 13.04 ASSOCIATION REPRESENTATIVES**

1. The Association may, by written notice to the HRO, designate no more than nine (9) of its members to be stewards. Annually, or if a change in Stewards occurs, notification shall be provided to the HRO within ten (10) working days of such change.
2. The stewards and officers (representatives) will obtain approval from their immediate supervisor or management official before leaving a work assignment. Permission will not be withheld except for good cause.
3. Representatives will be allowed to post Association notices on District bulletin boards.
4. Representatives other than the President or Vice President will each be allowed up to eight (8) hours off, with pay, per month to engage in Association business, including but not limited to assisting employees in processing grievances. The amount of time so used will be reflected in the representative's time sheet. Time spent meeting with District Management personnel shall not count against the hours allotted. The President and Vice President each will be allowed up to seven (7) hours off, with pay, per month to spend on Association business.

Any represented employee who has a grievance may request the assistance of a representative in preparing and presenting the grievance.

5. Association board and committee members working on Association business and issues related to meet and confer shall be provided with reasonable time and accommodations to spend on these activities, so long as advance notification is given to, and approval is received from, an employee's supervisor.
6. The Association negotiating team members (total of nine [9]) will be allowed up to forty (40) hours off, with pay, per month for bargaining preparation when negotiations are in progress.
7. In the event that a dispute results in litigation or is submitted to arbitration or any other forum for dispute or grievance or litigation resolution, not more than two (2) representatives shall be authorized to attend the proceedings on paid release time to represent the grievant and/or the Association. This paid release time is separate and apart from any other paid time afforded to representatives for association activities. The EO may release any number of people for such proceedings.

**ARTICLE XIV AVAILABILITY OF DISTRICT DOCUMENTS**

**SECTION 14.01 ADMINISTRATIVE CODE**

The District will continue to make available to the Association a copy of the Administrative Code.

SECTION 14.02 HEALTH INSURANCE PLANS

The District will continue to make available for reading by authorized representatives of the Association the master plans of the life, health, vision and dental insurance plans. The master plans will be available in the Human Resources Section only.

SECTION 14.03 PERSONNEL FILES

The District will continue to maintain a personnel file on each employee. Employees have the right to review their personnel file at reasonable times with prior arrangement (normally within 7 days) with the Human Resources Section.

**ARTICLE XV PERSONNEL TRANSACTIONS AND RECORDS**

SECTION 15.01 HIRING AND INITIAL ORIENTATION

The provisions of Division III, Section 12.1 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

SECTION 15.02 PERSONNEL AND MEDICAL FILES

The provisions of Division III, Section 12.2 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

SECTION 15.03 EMPLOYMENT RECORD VERIFICATION

The provisions of Division III, Section 12.3 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

SECTION 15.04 CLASSIFICATION SYSTEM

The provisions of Division III, Section 12.4 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

SECTION 15.05 REQUESTS FOR NEW EMPLOYEES

The provisions of Division III, Section 12.5 of the District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

SECTION 15.06 PERSONNEL ACTION FORMS

The provisions of Division III, Section 12.6 of the District’s Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first obtaining the concurrence of the Association.

**ARTICLE XVI METHOD OF FILLING VACANCIES**

SECTION 16.01 PROCEDURES

1. **ANNOUNCEMENT PROCEDURE.** When a bargaining unit vacancy exists, the Human Resources Office (HRO) will prepare and distribute a position announcement for the vacancy. The announcement will be posted electronically. The position will be opened for at least ten (10) working days. The bargaining unit vacancy announcement will include the opening date, minimum qualifications required, and the selection procedures to be used to screen applicants.
2. **REVIEW OF JOB ASSIGNMENT(S) AND CLASSIFICATION SPECIFICATIONS.** Prior to the opening of a vacancy, the Hiring Manager shall have the right to make job assignment changes within the classification of the vacant position prior to identifying the actual vacant position. The Hiring Manager must review the classification specification prior to the commencement of the recruitment process in order to select those duties and functions, which are the most relevant for the position to be filled. Those identified duties and functions shall be placed in bold print so that they are given prominence in the job announcement for the position to be filled.
3. **APPLICATION.** Applicants who wish to be considered for the position will submit a completed application form to the HRO on or before the filing deadline specified on the announcement.
4. **QUALIFICATIONS.** The qualifications include, but are not limited to, education, experience, knowledge, skills, abilities and other background factors, which are needed for each classification. The minimum qualifications will be specified in the classification specification form and included in the announcement. The HRO may allow for or consider equivalent and relevant education and/or work experience when evaluating if an applicant meets the minimum qualifications.

The HRO shall determine if the applicants meet the minimum qualifications of the position. The HRO shall inform each applicant in writing if he/she/they (hereinafter “they”) do not meet the minimum qualifications for the position. The HRO may reject any application if the applicant does not possess the minimum qualifications required for the position, or for other justifiable reasons. The HRO shall inform any disqualified bargaining unit applicant in writing of the specific reasons for the disqualification and his/her rights to appeal the HRO’s decision.

5. **VACANCY.** A vacancy is a position in which there is no incumbent and no employee has a right to the position. A position is vacant when the position is newly-created, the incumbent terminates, the incumbent is on a leave of absence or the incumbent has been demoted from the position. A position is not vacant if the incumbent is on sick leave, annual leave, bereavement leave, temporary disability including Pregnancy Disability Leave, Family Care Leave, Workers' Compensation, leave without pay or any other circumstances determined by the EO.

6. **ORDER OF FILLING VACANCIES.**

A. **FIRST PRIORITY.** Reinstatement from layoff, return from leave of absence granted for medical reasons. To fill a vacancy in the first priority category, the HRO will submit the names of all qualified applicants to the Hiring Manager.

B. **SECOND PRIORITY.** For regular employees, transfer, promotion, or return from leave of absence granted for non-medical reasons. To fill a vacancy in the second priority category, the procedures specified in this Section shall be used.

The Hiring Manager shall have the right to determine whether a second priority order for filling vacancies shall be promotional or open. In the event the recruitment is open, bargaining unit employees have the opportunity to apply and compete for the vacant position with the outside applicants.

7. **MINIMUM QUALIFICATIONS DISQUALIFICATION APPEAL.** Those bargaining unit applicants who do not meet the minimum qualifications for the bargaining unit vacancy shall be notified in writing. The bargaining unit applicant shall have the right to appeal the HRO's decision. The bargaining unit applicant must submit a written notice of appeal to the HRO within five (5) working days from the receipt of the written notification of disqualification. The bargaining unit applicant shall have a right to a consultation with the HRO and an opportunity to present additional information regarding his/her qualifications. The HRO shall review the additional information with the Hiring Manager. The Hiring Manager shall have the final decision in determining whether or not a bargaining unit applicant meets the minimum qualifications for the bargaining unit vacancy. If the Hiring Manager decides that the bargaining unit applicant meets the minimum qualifications, the bargaining unit applicant will be allowed to continue in the recruitment. If the Hiring Manager decides that the bargaining unit applicant fails to meet the minimum qualifications, the bargaining unit applicant shall be disqualified. The HRO, within five (5) working days of receipt of the Hiring Manager's decision, shall inform the bargaining unit applicant of the reason for his/her disqualification in writing.

8. **QUALIFIED APPLICANT POOL - PROCEDURE.** The following procedure shall be used to determine the qualified applicant pool. In an open recruitment, all bargaining unit applicants who meet the minimum qualifications shall be interviewed by the Hiring Manager (Step C) and Steps A and B will not apply. When there are ten (10) or fewer qualified applicants for either open or promotional recruitments, Steps A and B will not apply.

- A. Application Screening Panel - A panel of three (3) District employees chosen by and facilitated by the HRO shall screen those applicants who meet the minimum qualifications for the bargaining unit vacancy. The HRO will not be a member of the screening panel. The HRO shall ensure that the panelists occupy a position in a job classification, which is equal to or higher than that of the job to be filled. The Hiring Manager in consultation with the HRO shall establish the screening criteria. The screening criteria may include a practical test, a written examination, a review of the responses to the supplemental application question, and/or any combination of screening methods listed above deemed appropriate for the position by the Hiring Manager. The screening panel shall score the applicants consistent with predetermined scoring methodology. As a result of the screening, all applicants will be given a score based on a 100-point scale. If the Hiring Manager has opted for an examination, then the HRO shall administer the examination to all of the applicants under the same conditions. The HRO or the screening panel shall score the examinations with the predetermined scoring criteria. The examination will be scored blindly.
- B. Panel Interviews - A panel of three (3) District employees chosen by and facilitated by the HRO, giving due consideration to the necessities of the job being filled, shall interview the top twelve (12) applicants, or the total number of applicants, whichever is fewer, by score. The HRO shall ensure that all of the panelists occupy a position in a job classification, which is equal to or higher than that of the job to be filled. The HRO shall ensure that at least one of the panelists shall be a representative from the Division where the vacancy exists, and at least one of the panelists shall be a representative from a different Division. The HRO may choose one (1) panel member from outside the District who possesses expertise in the area of the vacant position. The HRO shall ensure that applicants are notified in writing of potential interview dates at least three (3) working days prior to the first interview date. The Hiring Manager and the HRO will develop the interview questions and rating criteria. A representative of the HRO will facilitate the interview process, however, that person will not be a member of the panel. The panel interview scores will be based on a 100-point scale.
- C. Hiring Interviews - As a result of the scores, the Hiring Manager in the presence of the HRO will interview the top ten (10) applicants, or the total number of applicants, whichever is fewer. In open recruitments, the Hiring Manager will interview all bargaining unit applicants who meet the minimum qualifications. The HRO shall ensure that applicants are notified in writing of the potential interview dates at least three (3) working days prior to the first interview date. The Hiring Manager and the HRO will develop the interview questions and scoring criteria. The Hiring Manager shall ask the predetermined interview questions of every applicant and evaluate the applicants based on the predetermined selection criteria. Based on the answers to the prepared questions, the Hiring Manager may pursue further lines of inquiry, which will draw out further information about the applicant's qualifications or abilities that relate to the vacant position. The Hiring Manager shall document in writing the extent to which each applicant possesses the desirable qualifications. The Hiring Manager shall score each applicant consistent with the scoring criteria. The Hiring Manager shall review the

scoring of each applicant with the HRO. At the conclusion of all the interviews, the Hiring Manager shall forward his/her scoring sheets, notes and recommendation of the selected applicant to fill the vacancy to the HRO. The hiring recommendation shall be forwarded to the HRO for certification as to process and procedure. Once the HRO certifies the process and procedure the hiring recommendation shall be forwarded through the chain of command to the EO for approval. If the hiring process and procedure is not certified by the HRO, the recommendation shall not be forwarded to the EO and the HRO shall take the appropriate steps to ensure the recruitment and selection process conforms to the procedures specified in this Article. Any determination not to approve the Hiring Manager's recommendation shall be in writing and shall provide a detailed explanation of the reasons for the determination, and must be approved by the EO. This document, and any correspondence concerning the document from the Hiring Manager or from any other manager in the chain of command applicable to the hiring decision, shall become part of the record of the hiring decision.

- D. Additional Steps – Subsequent to Step C (Hiring Interviews), the District may utilize additional selection procedures consistent with the provisions of Division III, Section 13 of the District's Administrative Code Personnel Policies and Procedures. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first bargaining in accordance with MMBA requirements.
- E. In the event the EO does not approve the Hiring Manager's recommendation, the Hiring Manager shall submit the name of the applicant who has the next highest final score through the appropriate levels of management for approval by the EO.
- F. After the final selection(s) are made and approved by the EO, the HRO shall notify each unsuccessful applicant in writing. The Hiring Manager, upon request, shall provide the unsuccessful applicant with reasons for his or her rejection. These reasons shall be constructive and specific.
- G. In the event there are tied scores at the twelfth and tenth positions (i.e. the lowest position of the applicant pool) as a result of the procedures identified in Steps A or B above, respectively, each applicant at the tied positions shall proceed to the next steps in the process.
- H. For more than one (1) vacancy, one (1) additional applicant for each additional vacancy will be added to each of the selection processes above.
- I. If there is a vacancy in the same classification, the District shall have the option of using an eligibility list of applicants from past recruitments who have completed Step A (Application Screening Panel) to continue in the above hiring procedures, beginning at Step B (Panel Interviews) or Step C (Hiring Interviews). If the applicant has completed Step C (Hiring Interviews), the Hiring Manager shall have the option of making a hiring recommendation. Applicants will remain on an eligibility list for 18 months from the start date of the applicant selected for the original recruitment.

- J. A bargaining unit employee or the Association has the right to file a grievance if the procedures of this Article are not followed when there are bargaining unit employees in the applicant pool. Matters that are not procedural, including the hiring decision, are not grievable.
- K. If there are six (6) or fewer bargaining unit applicants who meet the minimum qualifications in the applicant pool, the bargaining unit applicants will be interviewed by the Hiring Manager, and in continuing the recruitment, the District retains the right to utilize these procedures or any procedures consistent with the provisions of Division III, Section 13 of the District's Administrative Code Personnel Policies and Procedures. Proposed changes to this policy that are within the scope of bargaining will not be implemented without first bargaining in accordance with MMBA requirements.

Allegations of discrimination under this Article cannot be grieved.

## SECTION 16.02 CONTRACTING OUT

The District shall not contract out or remove from the bargaining unit any District work, whether permanent or temporary, which is performed by bargaining unit members, if the services are of a kind that persons selected through the District's normal selection process could perform adequately, competently and in timely manner, except as provided below.

### Temporary Employees

When regular permanent employees are unable to perform bargaining unit work, the District may utilize temporary employees under the following circumstances:

- A. Concurrent with the District's recruitment for one or more bargaining unit vacancies, commencing at the time of District authorization of the recruitment and ending upon a permanent appointment.
- B. Limited term assignments that cannot be adequately performed by bargaining unit employees. "Adequately performed" shall refer to the current skill set of existing District staff, the time required to perform the work or project delivery deadlines. A "limited term assignment" refers to a specific project of limited duration or for a specific period of time, which is expected to terminate at the conclusion thereof.
- C. While an incumbent normally filling that position is on approved leave or is on a temporary assignment.
- D. In order to meet short term needs, including emergency situations. An "emergency situation" shall refer to an unforeseen or uncontrollable situation that arises and is beyond the control of District management.

For the period July 1, 2021 through June 30, 2023, the total number of hours of temporary employment allowable in each fiscal year under the above provisions shall not exceed 22,000. After June 30, 2023, and in the absence of a subsequently negotiated limit, the total number of hours allowable shall revert to 17,000 annually or 3.8% of the total number of filled EA positions, whichever is greater. The total number of filled positions shall be determined by calculating the average (mean) number of filled EA positions on the most recent November 1 and March 1. Filled EA positions shall include both full-time and part-time. Each part-time EA position shall be calculated as 0.75 of a full-time EA position. Should this hours limitation provision continue, the date upon which filled EA represented positions shall be calculated will continue to be the average (mean) number of filled EA positions on the most recent November 1 and March 1.

The District shall provide the EA with prompt, written notice of each temporary employee. The notice shall include the following information: specific reason for the hire, hiring date, job class and division. If the temporary employee is hired under provision B, the notice will include both the specific assignment and anticipated length of service.

The District shall provide the EA with quarterly reports for each fiscal year that include the following information: temporary employee's name and total hours worked. The District shall provide notice when it reaches 15,000 hours of usage of temporary employees in any fiscal year.

#### Contractors

In addition to the use of temporary employees the District may utilize contractors or contract employees to perform new functions not previously undertaken or covered by existing employees if it is determined that the services cannot be adequately performed by bargaining unit employees.

The District shall provide a quarterly report to the EA of any contracts pursuant to this section. Such notice shall indicate the name of the contractor, the nature of services and the department in which they are employed.

#### Representation

Temporary employees, limited term employees and contractors employed under this agreement shall not be represented by the EA.

### SECTION 16.03      INTERN AND FELLOWS PROGRAM

The District operates an Intern and Fellows Program. In connection with these actions, the District and the EA agree that individuals appointed to Intern classifications (as defined below) or fellows shall be allowed to perform bargaining unit work based on the conditions set forth in this Agreement, except as provided in Section 16.03(C)(1) below.

#### PART A: COLLEGE INTERNS



1. The EA and the District shall mutually establish College Intern Program guidelines and College Intern classifications. The District shall have the right to determine where Interns are assigned. The District agrees Interns shall perform work consistent with the class specification only.
2. The District has the right to determine the number of College Interns to use in this Program. The cumulative hours for all College Interns shall not exceed 4,000 hours in each calendar year.
3. The District has the right to determine each College Intern's work schedule. The District shall be allowed to assign intermittent, part-time or full-time work schedules to College Interns. College Interns shall not be assigned work in excess of 40 hours in a workweek. College Interns are subject to the Fair Labors Standards Act (FLSA).
4. The District shall report to the EA in writing the names, classifications, cumulative hours of work on a quarterly basis.
5. College Interns shall not be eligible to become members of the EA and are not covered by the MOU.
6. The hourly pay rate for College Interns shall be equivalent to that of Step A of the Office Assistant I classification.

#### PART B: HIGH SCHOOL INTERNS

1. The EA and the District have established the High School Intern Program guidelines and the High School Intern classification. The District shall have the right to determine where High School Interns are assigned. The District agrees High School Interns shall perform work consistent with the class specification only.
2. The District has the right to determine the number of High School Interns to use in this Program. The cumulative hours for all High School Interns shall not exceed 2,000 hours in each calendar year.
3. The District has the right to determine each High School Intern's work schedule. The District shall be allowed to assign intermittent, part-time or full-time work schedules to High School Interns. High School Interns shall not be assigned work in excess of 40 hours in a workweek. High School Interns are subject to FLSA. High School Interns shall not be eligible to perform work done by regular employees as an overtime assignment that includes but not limited to, home and garden shows, county fairs, lawn mower exchange programs, wood stove exchange programs, ethnic celebrations and earth day fairs.
4. The District shall report to the EA in writing the names, classifications, cumulative hours of work on a quarterly basis.

5. High School Interns shall not be eligible to become members of the EA and are not covered by the MOU.
6. The hourly rate for High School Interns shall be the City and County of San Francisco minimum wage.

#### PART C: FELLOWS

The District may sponsor Fellows through a bona fide educational institution or public agency to perform work consistent with the program or are that they are assigned to.

1. The District shall have the right to determine where the Fellows are assigned.
2. The District has the right to determine the number of Fellows in this program. However, the total hours for this program in any year shall not exceed 2,000 hours.
3. The District has the right to determine each Fellow's work schedule. The District shall be allowed to assign intermittent, part-time, or full-time work schedules to Fellows. Fellows shall not be assigned in excess of 40 hours in a workweek.
4. The District shall report to the EA in writing the names and cumulative hours of work on a quarterly basis.
5. Fellows shall not be eligible to become members of the EA and are not covered by the MOU.
6. The pay rate for Fellows shall be determined by the sponsoring educational institution or public agency.

#### PART D: VIOLATIONS OF THIS AGREEMENT

1. If the EA believes this Side Letter is being violated, the President or designee shall request a meeting with the Human Resource Officer or designee to review concerns. The meeting shall be held within 5 calendar days of the request. In the event matters are not resolved to the EA's satisfaction, at the sole discretion of the EA, the EA may move any alleged violation of this Agreement to binding arbitration, beginning at Section 4.09 of the MOU. If an arbitrator determines that the District violated any provision in Part A and/or Part B of this Agreement, then Part A and/or Part B inclusive shall automatically be rendered null and void and terminated. For example, if an arbitrator determined that the District only violated a provision in Part A of this Agreement, the District would terminate the College Intern Program. The High School Intern Program would not be affected. If an Intern Program is terminated, all Interns in that program shall be terminated within 7 calendar days from the date of receipt of the arbitrator's decision. If an arbitrator determines that the District violated any provision in Part E of this Agreement, then Part A and Part B shall automatically be rendered null and void and terminated.

2. Upon termination of Part A and/or Part B, as a result of the arbitrator's decision, the District shall have the right to discontinue the work performed by an Intern or offer current bargaining unit employees overtime to complete the work that was previously performed by the Interns.

## PART E LAYOFFS AND BUMPING

Except as provided under Section 16.02 of the MOU, if for any reason layoffs and/or bumping is implemented, then all non-regular employees (e.g. temporary part-time or full time worker, College Intern or High School Intern) performing bargaining unit work shall be terminated prior to layoffs and/or bumping of any regular bargaining unit employee. A regular employee is an employee who is hired on a permanent basis.

## PART F MISCELLANEOUS

1. The District shall pay to the EA an equivalent amount of dues, that the College Interns would have paid had they been EA members, as applicable under Section 2.06 of the MOU.

## SECTION 16.04 LIMITED TERM CONTRACT EMPLOYEES

1. A category of limited term appointments shall be established to perform work necessitated by grant programs, or to backfill vacancies created when District employees accept such limited term appointments.
  - A. "Limited Term Contract Employee" (LTCE) is defined as contract employment that is paid for through grant funding or other designated funds not part of the District's ongoing general fund budget. LTCE appointments shall not exceed the duration of the designated funding source. A written contract shall be signed by the District and LTCEs specifying the duration of the contract employment and the funding source(s). The duration of the contract employment may be extended when the funding source(s) is extended. The District will provide the Association with a copy of each contract including the associated class specification.
  - B. When the designated funding source terminates, either for an individual position or the program, LTCE positions will be terminated accordingly.
  - C. For the period during which this MOU is in effect ending July 1, 2025, the total number of LTCEs shall not exceed 19. After July 1, 2025, and in the absence of a subsequently negotiated limit, the total number of allowable LTCEs shall be no more than 19 or 60% of the total number of filled bargaining unit positions, on July 1, 2025, totaled across both the Technology Implementation Office (TIO) and Strategic Incentives Division (SID) Divisions, whichever is greater.

- D. LTCE positions shall not be compensated greater than the established salary ranges associated with corresponding bargaining unit class specifications and shall not receive a level of benefit greater than the negotiated benefits conferred upon bargaining unit employees in this MOU.
  - E. LTCE positions are neither represented by the Association nor subject to or governed by this MOU except as provided in this Article.
  - F. LTCEs shall not supervise bargaining unit employees but may serve as project leads and direct the work of bargaining unit employees for those specific projects.
  - G. This agreement is not intended to prohibit the District from hiring full-time regular employees for any purpose, nor is it intended to allow the District to assign LTCEs duties that are unrelated to the identified limited term funding sources pre-designated in their employment contracts.
2. For LTCE appointments only, a separate promotional recruitment process may run concurrently with an open recruitment process.
- A. The Association waives Article 16.01 Sections 8 A, B and C of the MOU for these LTCE appointments only.
  - B. Qualified regular full-time employees shall be considered prior to consideration of candidates from an open recruitment.

**ARTICLE XVII MEMORANDUM OF UNDERSTANDING**

**SECTION 17.01 ENTIRE AGREEMENT**

It is the intent of the parties hereto that the provisions of this Memorandum of Understanding supersede previous agreements between the parties.

This Memorandum of Understanding supersedes any and all other statements of policy or procedure established by this District through its Board of Directors insofar as such provisions relate directly to the matters specifically dealt with herein. Matters not the subject to bilateral agreement through this Memorandum of Understanding remain in full force and effect. Unless specifically amended by the terms of this Understanding, all other terms and conditions of employment remain as previously established.

**SECTION 17.02 CONSISTENCY WITH ADMINISTRATIVE CODE**

To the extent that any provisions of said Policies and Procedures, which pertain to any subject within the scope of representation, are inconsistent with the terms of this Memorandum of Understanding, the terms of this Memorandum of Understanding shall prevail. During the term of this Memorandum of Understanding, no new provision or amendment to said Policies and Procedures not in accord with this Memorandum or which directly affect wages, hours, terms or conditions of employment of employees covered by this Memorandum of Understanding shall be

adopted and/or implemented by the District except upon written agreement with the Association following meet and confer with bargaining representatives.

**SECTION 17.03 SEVERABILITY**

It is understood that this Memorandum of Understanding is not intended to conflict with any State or Federal law; however, should any provision be deemed ineffective or null and void by reason of law, the remaining provisions shall remain in full force and effect.

**SECTION 17.04 INTERIM BARGAINING**

Nothing contained in this Memorandum of Understanding, included but not limited to any reopener provision, shall allow any modifications to this Agreement without written consent of the parties hereto.

**ARTICLE XVIII INTERIM ADJUSTMENTS**

During the term of this MOU any and all increases in salary or benefits granted to all confidential employees not expressly provided herein to the Association members shall be immediately incorporated into this MOU.

**ARTICLE XIX SAVINGS PROVISION**

Should any provision of this Agreement be found to be in contravention of any Federal or State law, or by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise canceled or amended by mutual agreement of the parties. In the event that any provision shall be held unlawful and unenforceable by any court of competent jurisdiction, the parties agree to meet forthwith for the purpose of renegotiating such provision in an attempt to reach a valid agreement.

**ARTICLE XX TERM OF AGREEMENT**

The District and the Association agree that the term of this Agreement shall commence July 1, 2023 and expire at midnight on June 30, 2025. At least ninety (90) days prior to the expiration of this MOU the parties shall commence negotiation for a successor MOU.


**ARTICLE XXI SUBMISSION TO BOARD OF DIRECTORS**

The provisions of the Memorandum of Understanding are hereby being submitted to the Board of Directors of the Bay Area Air Quality Management District for its approval.

For the District

11/15/2023

Date

  
11/15/23  
JOHN J. BAUTERA  
CHAIR, BOARD OF DIRECTORS

  
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For the BAAQMD Employees' Association, Inc.

11/18/2023

Date

  
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Robert Cave  
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William T. Saltz  
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Virginia Lau  
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## APPENDIX A: CLASSIFICATIONS

Accountant I/II	Principal Air Quality Specialist
Accounting Assistant I/II	Principal Environmental Planner
Administrative Analyst	Principal Staff Specialist
Administrative Assistant I/II	Programmer Analyst I/II
Administrative Secretary	Public Information Officer I/II
Advanced Projects Advisor	Purchasing Agent
Air Quality Case Settlement Specialist I/II	Radio Telephone Operator
Air Quality Chemist I/II	Radio Telephone Operator Supervisor
Air Quality Engineer I/II	Receptionist
Air Quality Inspector I/II	Research Analyst
Air Quality Instrument Specialist I/II	Secretary
Air Quality Laboratory Technician I/II	Senior Accountant
Air Quality Meteorologist I/II	Senior Accounting Assistant
Air Quality Permit Technician I/II	Senior Advanced Projects Advisor
Air Quality Specialist I/II	Senior Air Quality Chemist
Air Quality Technical Assistant	Senior Air Quality Engineer
Air Quality Technician I/II	Senior Air Quality Inspector
Assistant Air Quality Specialist I/II	Senior Air Quality Instrument Specialist
Assistant Staff Specialist I/II	Senior Air Quality Meteorologist
Atmospheric Modeler	Senior Air Quality Permit Technician
Building Maintenance Mechanic	Senior Air Quality Specialist
Data Entry Operator	Senior Air Quality Technician
Database Specialist	Senior Atmospheric Modeler
Deputy Clerk of the Boards	Senior Environmental Planner
Environmental Planner I/II	Senior Public Information Officer
Facilities Maintenance Worker	Senior Staff Specialist I/II
Facilities Services Supervisor	Staff Specialist I/II
Fiscal Services Supervisor	Statistician
Legislative Analyst	Supervising Air Quality Engineer
Librarian	Supervising Air Quality Inspector
Mechanic I/II	Supervising Air Quality Instrument Specialist
Office Assistant I/II	Supervising Air Quality Meteorologist
Office Services Supervisor	Supervising Air Quality Specialist
Organization Development & Training Specialist	Supervising Environmental Planner
Permit Coordinator	Supervising Public Information Officer
Principal Accountant	Supervising Staff Specialist
Principal Air & Meteorological Monitoring Specialist	Supervising Systems Analyst
Principal Air Quality Chemist	Systems Analyst
Principal Air Quality Engineer	Systems Quality Assurance Specialist
Principal Air Quality Instrument Specialist	Toxicologist
Principal Air Quality Meteorologist	
Web Master	

Appendix B: Administrative Code as of July 1, 2023

BAY AREA  
AIR QUALITY MANAGEMENT DISTRICT

Administrative Code

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# TABLE OF REVISIONS

<u>ITEM #</u>	<u>ITEM</u>	<u>REVISION DATE</u>
I-Definitions	Employee, Employee Organization, Limited Term Employee	7/20/94
I-1.1	Meeting Dates	12/22/22
I-1.2 A	Compensation – Meeting Attendance	12/22/22
I-1.2 B	Limits on Compensation for Meeting Attendance	4/5/06
I-2.1	Officer of the Board	12/15/99
I-2.1	Officers of the Board	10/4/95
I-2.1	Officers of the Board	1/21/04
I-2.2	Chairperson	1/14/09
I-4.9 (b)	Presentation Time Limits	2/15/23
I-6.2 (a) (b) (c) (d)	Standing Committees	2/15/23
I-6.2 (e) (f)	Standing Committees	2/15/23
I-6.2 (g) (h)	Standing Committees	2/15/23
I-6.4	Administration Committee	2/15/23
I-6.5	Legislative Committee	2/15/23
I-6.6	Nominating Committee	2/3/21
I-6.7	Mobile Source and Climate Impacts Committee	7/7/21
I-6.8	Community Equity Health and Justice Committee	7/7/21
I-6.9	Stationary Source and Climate Impacts Committee	2/3/21
I-6.10	Quorum for Committees	2/3/21
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# Division I

## Operating Policies & Procedures

### ADMIN CODE      DEFINITIONS

As used in this Administrative Code, the following terms shall be defined as indicated.

- (a) **APCO** means the Air Pollution Control Officer, Deputy Air Pollution Control Officer acting for the APCO in his/her absence or other person to whom the APCO's duties have been delegated by the APCO.
- (b) **ASSOCIATION** means the Bay Area Air Quality Management District Employees' Association Inc., a recognized employee association, which represents the employees in the Clerical, Technical/General and Professional representation units for all matters of employer/employee relations.
- (c) **BOARD** means the Board of Directors of the Bay Area Air Quality Management District or an authorized committee composed of members of the Board of Directors.
- (d) **CLERICAL EMPLOYEE** means an employee engaged in administrative support activities which include internal and external communication, recording and retrieval of data and/or information and other paper work required in an office. Positions include, but are not limited to, Office Assistant, Accounting Assistant, Secretary.
- (e) **CONFIDENTIAL EMPLOYEE** means any employee who is privy to the decision-making process of the Bay Area Air Quality Management District management or the Board of Directors affecting employer-employee relations matters.
- (f) **DISTRICT** means the Bay Area Air Quality Management District.
- (g) **EMPLOYEE RELATIONS OFFICER** means the APCO or other person designated by the APCO or the Board of Directors to act for the District in employer-employee relations matters.
- (h) **EMPLOYEE** means any person employed by the District on a regular, probationary, or limited term basis, excepting those persons elected or appointed to the Board of Directors, Advisory Council, Hearing Board or similar body. Limited term employees shall not be treated as employees for the purposes of Division III of this Administrative Code until they have worked at least 1,000 hours within a fiscal year. (Rev. 7/20/94)
- (i) **EMPLOYEE ORGANIZATION** means any employee organization recognized and certified by the District which includes employees of the District and which has as one of its primary purposes the representation of such employees in their relations with the District. (Rev. 7/20/94)
- (j) **LIMITED TERM EMPLOYEE** means any person employed by the District to work on one or more specific projects of limited duration, or for a specified period of time, and whose employment with the District is expected to terminate at the conclusion thereof. (Rev. 7/20/94)
- (k) **MANAGEMENT EMPLOYEE** means the APCO, Deputy Air Pollution Control Officers, Division Directors, Section Managers, District Counsel, attorneys and Senior Advanced Projects Advisors.
- (l) **MEET AND CONFER** means the mutual obligation to meet and confer in good faith in order to freely exchange information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation. No agreement shall be

binding on any party unless it is reduced to writing and approved by the Board and the Association.

- (m) **MEMORANDUM OF UNDERSTANDING** means the agreement between the Board and the Association.
- (n) **PROFESSIONAL EMPLOYEE** means an employee engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction, including, but not limited to, accountants, engineers, planners, meteorologists, statisticians, and the various types of physical, chemical and biological scientists.
- (o) **RECOGNIZED EMPLOYEE ORGANIZATION** means an employee organization which has been certified pursuant to the revisions of Section I-10.5(a) through (h) as representing the employee in a particular representation unit.
- (p) **REPRESENTATION UNIT** means a unit of District employees established pursuant to the provisions of Sections I-10.4(a) through (g).
- (q) **REPRESENTATIVE** means a person or persons designated and authorized by a recognized employee organization to represent its membership.
- (r) **SCOPE OF REPRESENTATION** includes all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment; except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.
- (s) **TECHNICAL EMPLOYEE** means an employee engaged in work requiring scientific or technical knowledge and manual skills attained through college training or through on the job training, including, but not limited to; inspectors, laboratory technicians, and instrument specialists.

## **SECTION 1 BOARD OF DIRECTORS, MEETINGS**

### **1.1 MEETING DATES. (Revised 12/22/2022)**

Regular meetings of the Bay Area Air Quality Management District Board of Directors shall be held on the first and third Wednesday of each month, beginning at the hour of either 9:00 or 9:30 a.m., at the discretion of the Chairperson, with either meeting being subject to cancellation by the APCO with the concurrence of the Chairperson if there is insufficient District business to warrant such meeting. When the day, or the day preceding the day, fixed for a regular meeting of the District Board falls upon a legal holiday, that meeting shall be held at the same hour seven (7) days later not on a holiday.

### **1.2 COMPENSATION FOR MEETING ATTENDANCE. (Revised 12/22/2022)**

To the extent a meeting for which compensation is available includes a meal, a Board member may be reimbursed for the meal expenditures as long as the Board member complies with the limits and reporting requirements of local, state and federal law and the meal expenditure is reasonable and necessary.

#### **(a) MEETINGS ELIGIBLE FOR COMPENSATION.**

Board members shall receive compensation for attendance at:

- (1) Meetings of the Air District Board and of Board Committees; and
- (2) Other meetings while on official business of the District, including but not limited to educational seminars designed to improve officials' skill and information levels,

meetings of regional, state and national organizations whose activities affect the Air District's interest with a District staff member in attendance, Air District events, and meetings to discuss community and/or business concerns with regard to air quality in the region.

(b) BOARD MEETING ATTENDANCE REQUIREMENTS.

Unless excused by the Chairperson, a Board member shall receive compensation for attending meetings of the Board only if:

- (1) the Board member arrives for the meeting no later than 30 minutes after the scheduled beginning of the meeting; and
- (2) the Board member misses no more than 30 minutes of the meeting plus, in the event a meeting continues beyond noon, the time between noon and adjournment.

(c) PRE-APPROVAL AND REPORTING REQUIREMENTS.

Board members shall not receive compensation for attending meetings of the type specified in subparagraph (a)(2) above unless the compensation is approved by the Chairperson in an open session prior to attendance at the meeting, or, for meetings held outside the State of California, unless the compensation is approved by the Board in an open session prior to attendance at the meeting. Board members who receive compensation for attending a meeting of the type specified in subparagraph (a)(2) above must provide a report on the meeting at the next regular board meeting.

(d) AMOUNT OF COMPENSATION.

Board members shall receive compensation of one hundred dollars (\$100) per meeting for attendance at meetings under this Section 1.2, up to a maximum of two hundred dollars (\$200) per day; plus compensation for active transportation travel calculated as specified in Paragraph (e) below. No Board member may receive compensation of more than six thousand dollars (\$6,000) in any fiscal year for meeting attendance pursuant to this Section 1.2.

(e) ACTIVE TRANSPORTATION TRAVEL CALCULATION.

Compensation for active transportation travel pursuant to Paragraph (d) above shall be calculated as follows:

- (1) \$1.56 per mile for travel by personal/private non-motorized bicycle or similar nonmotorized pedal-operated vehicle;
- (2) \$1.50 per mile for travel by foot or wheelchair.

For multi-modal travel, compensation shall be provided only for miles actually traveled using the alternative transportation travel modes specified in this Paragraph (e). Board members must provide details on the date of travel, starting and ending points, and purpose of travel when claiming compensation, and must document the distance traveled with a printout from a map website such as Google Maps.

(f) REIMBURSEMENT FOR EXPENSES.

In addition to compensation for meeting attendance as specified in this Section 1.2, Board members shall also be entitled to reimbursement for actual and necessary expenditures in

connection with meeting attendance as provided for in Division II, Section 5. Board members do not need prior approval to be eligible for reimbursement for expenditures in connection with meetings of the Air District Board and Board Committees. To the extent a meeting for which compensation is available includes a meal, Board members shall be entitled to reimbursement for their meal expenditures as specified in Division II, Section 5.1 (g), notwithstanding that provision's limitation on meal reimbursement for One Day Travel. A Board member receiving reimbursement for expenditures under this Paragraph (f) must comply with the limits and reporting requirements of local, state and federal law.

**1.3 BOARD MEETING LOCATION.**

All regular meetings of the Board of Directors and all regular meetings of Board Committees shall be held at the offices of the District located at 375 Beale Street, Suite 600, San Francisco, California, unless at a previous regular Board meeting or committee meeting some other place was designated.

**1.4 SPECIAL MEETINGS.**

Whenever the business of the District may require special meetings, in the opinion of the Chairperson of the Board of Directors or at the express written request of any three (3) members of the Board, such meetings shall be called. Whenever a special meeting shall be called, notice shall be given to each member of the Board of Directors at least twenty-four (24) hours in advance, and to others as required by law, stating the date and hour of the meeting and the purpose for which such meeting is called. No business shall be transacted thereat except such as is stated in the notice.

**1.5 AGENDA.**

All reports, communications, resolutions, contract documents or other matters to be submitted to the Directors shall be delivered to the APCO one (1) week prior to the Board meeting. The APCO shall thereupon arrange a list of such matters according to the order of business. The Clerk of the Boards shall furnish each Board Director with a copy of the same no later than the Friday prior to the meeting and as far in advance of the meeting as is feasible.

**SECTION 2 BOARD OF DIRECTORS, OFFICERS - DUTIES**

**2.1 OFFICERS OF THE BOARD. (Revised 1/21/04)**

The presiding officer of the Board is the Chairperson of the Board of Directors. The Chairperson, Vice Chairperson and Secretary shall, no later than the first meeting in December of each year, be elected by the Board of Directors and assume office January 1, (effective January 1, 2005). The Chairperson shall preserve order and decorum at regular and special meetings of the Board. The Chairperson shall state each question, shall announce the decision, shall decide all questions of order subject to an appeal to the Board. The Chairperson shall vote on all questions, last in order of the roll, and shall sign all ordinances and resolutions adopted by the District Board while the Chairperson presides. (see Section II-4.3)

In the event that the Chairperson is unable, for whatever reason, to fulfill his or her one-year term of office, the Vice-Chairperson shall succeed the Chairperson and the Secretary shall succeed the Vice-Chairperson. Section 2.3 below shall determine the filling of the Secretary vacancy. In any event, no Board Officer shall serve more than three (3) years in any one Board office (Chairperson, Vice-Chairperson, or Secretary).



**2.2 CHAIRPERSON. (Revised 1/14/09)**

The Chairperson shall take the chair at the hour appointed for the meeting and call the District Board to order. In the absence of the Chairperson, the Vice-Chairperson shall call the Board to order and serve as temporary Chairperson. Upon arrival of the Chairperson, the Vice-Chairperson shall relinquish the chair upon the conclusion of the business then pending before the Board. In the absence, or self-determined inability to act, of the Chairperson, or the Vice-Chairperson when the Chairperson is absent, the Board Secretary shall call the Board to order and serve as temporary Chairperson. Upon arrival of the Chairperson or Vice-Chairperson, the Secretary shall relinquish the Chair upon the conclusion of the business then pending before the Board. In the absence, or self-determined inability to act, of the Chairperson, Vice Chairperson or Secretary, members of the Board of Directors shall, by an order on the Minutes, select one of their members to act as temporary Chairperson. Upon the arrival or resumption of ability to act, the Chairperson or Vice-Chairperson shall resume the Chair, upon the conclusion of the business then pending before the Board. It shall be the duty of the Chairperson to attend all meetings of the Bay Area Air Quality Management District Advisory Council.

**2.3 VICE CHAIRPERSON.**

If, for any reason, the Chairperson ceases to be a member of the Board, the Vice-Chairperson shall automatically assume the office of Chairperson and the Board Secretary shall automatically assume the office of Vice-Chairperson. If, for any reason, the Vice-Chairperson ceases to be a member of the Board, the Board Secretary shall automatically assume the office of Vice-Chairperson. In either eventuality, the Board Nominating Committee shall, upon the request of the Chairperson, make a recommendation at the Board meeting following such request to fill the office of Board Secretary. An election will then immediately be held for that purpose.

**2.4 BOARD SECRETARY.**

The Board Secretary shall be official custodian of the Seal of the District and of the official records of the District and shall perform such secretarial duties as may require execution by the Board of Directors. The Board Secretary may delegate any of these duties to the APCO, or to the Clerk of the Boards.

**2.5 MEETING ROLL CALL.**

Before proceeding with the business of the Board, the Clerk of the Boards shall call the roll of the members, and the names of those present shall be entered in the Minutes. The names of members who arrive after the initial roll call shall be noted in the Minutes at that stage of the Minutes.

**2.6 QUORUM.**

A majority of the members of the Board constitutes a quorum for the transaction of business, and may act for the Board.

**2.7 OFFICER ROTATION.**

It is intended that the positions of Chairperson, Vice Chairperson, and Board Secretary be rotated among the members in a manner to assure participation in the affairs of the District from a wide representation of the membership. In making its recommendations, the Nominating Committee shall take into account such factors as representation by those members appointed by Boards of Supervisors, those members appointed by City selection committees, those members from large counties, and those from small counties.

**SECTION 3 BOARD OF DIRECTORS, ORDER OF BUSINESS**

**3.1 PUBLIC MEETING.**

All meetings of the Board of Directors shall be open to the public, except when in a closed session as permitted by the Brown Act.

**3.2 ORDER OF BUSINESS.**

The following shall be the ordinary Order of Business for meetings of the Board of Directors:

- (a) Roll Call
- (b) Public Presentation
- (c) Approval of Minutes of previous meeting plus consent calendar
- (d) The agenda items as prepared by the APCO
- (e) Special items may be introduced by a Board Member with the consent of a three-fourths vote of the Board Members present, if the requirements of the Brown Act are satisfied.

**3.3 READING OF MINUTES.**

Unless a reading of the Minutes of a previous meeting is requested by a member of the Board, such Minutes may be approved without reading if the APCO has furnished each member with an advance copy thereof per Section I-1.5.

**3.4 COMMUNICATIONS TO THE BOARD.**

The Clerk of the Boards shall furnish to the members of the Board and to the APCO a synopsis of communications received for consideration by the Board up to twenty-four (24) hours prior to the time scheduled for the meeting. Later communications may be considered as new business.

**SECTION 4 BOARD OF DIRECTORS, CONDUCT OF BUSINESS**

**4.1 ROBERT'S RULES OF ORDER.**

Robert's Rules of Order, Latest Edition, except where inconsistent with express provisions of law, this Code or other resolutions of the Board of Directors of the Bay Area Air Quality Management District, shall govern the conduct of meetings of the Bay Area Air Quality Management District Board of Directors.

**4.2 MOTIONS.**

A Director moving the adoption of an ordinance or resolution shall ordinarily have the privilege of closing debate thereon.

**4.3 RECONSIDERATION.**

A motion to reconsider any action taken by the Board of Directors may be made only on the day such action was taken or at the next succeeding regular or special meeting. It may be made either immediately during the same session or at a recessed or adjourned session thereof. It may be made only by a Director who voted on the prevailing side, but may be seconded by any member. It may be made at any time and have precedence over all other motions, or while a member has the floor, and shall be considered as is provided in Robert's Rules of Order, Latest Edition. If such a motion is to be brought at a succeeding meeting the Director bringing the motion must notify the Chairperson or the Board Secretary at least ninety-six (96) hours in advance of the meeting.

**4.4 SUBSTITUTE MOTION.**

The Chairperson may, at his or her discretion, allow a substitute motion to take the place of a main motion pending before the Board if the Chairperson determines that the substitute motion clarifies and furthers the intent of the main motion and does not constitute a drastic deviation from the main motion. The Chairperson's determination to allow a substitute motion may be overruled by a majority of the Board.

**4.5 MINUTES - BOARD COMMENTS.**

A Director may request through the Chairperson, the privilege of having an abstract of his statement on any subject under consideration entered in the Minutes. If the Board consents thereto, such statement shall be entered in the Minutes. The Director so requesting shall furnish the APCO and Clerk of the Boards, with an abstract or transcript of his statement.

**4.6 ADDRESSING THE BOARD.**

Persons who are not members of the Board of Directors desiring to address the Board shall first secure permission of the Chairperson to do so. The Chairperson shall ordinarily recognize for the purpose of address to the Board:

- (a) Persons who have addressed written communications to the District may be recognized in regard to the matters under discussion,
- (b) Persons who have made written request for permission to address the Board on any matter outlined in their request, and
- (c) Persons interested in matters under discussion who have appeared for the purpose of protest, petition, or other presentation.

**4.7 CLOSE OF PUBLIC HEARING.**

After a motion to close a public hearing has been made by a member of the Board, no person shall address the Board until the motion is disposed of.

**4.8 PUBLIC PRESENTATIONS TO THE BOARD.**

Each person addressing the Board shall step up to the speaker's podium, shall give his or her name and address in an audible tone of voice for the record, and, if appearing in a representative capacity, shall state the party represented or, if appearing in a professional capacity such as attorney-at-law or registered engineer, shall state that fact to the Board. Unless further time is granted by the Board Chairperson, remarks shall be limited as set forth in Section I-4.9. All remarks shall be addressed to the Board as a body and not to any individual member thereof. No person, other than members of the Board and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Board, without the permission of the Chairperson. No questions shall be asked of a member of the Board except through the Chairperson.

**4.9 PRESENTATION TIME LIMITS. (Revised 4/5/2023)**

Time limits for persons addressing the Board or a Board committee at a public meeting shall be established for each item on the meeting's agenda (including public comment on non-agenda matters) by the Director chairing the meeting.

**4.10 DECORUM.**

- (a) **By Directors.** While the Board of Directors is in session the members shall preserve order and decorum and shall not, either by conversation or otherwise, delay or interrupt the proceedings of the Board nor disturb any member while speaking, or refuse to obey the orders of the Board or its Chairperson, except as may be otherwise expressly provided.

- (b) **By Other Persons.** Any person making personal, impertinent, slanderous or indecorous remarks, or who shall become boisterous while addressing the Board, shall be barred by the Chairperson from further discussion before the Board unless permission to continue is granted by a majority vote.

**4.11 SERGEANT-AT-ARMS.**

At the request of the Chairperson of the Board, the APCO shall obtain the services of a Peace Officer to perform the duties of Sergeant-at-Arms at the meetings of the Board. Whenever necessary, additional Peace Officers may be employed to serve as assistant Sergeants-at-Arms.

**SECTION 5 BOARD OF DIRECTORS, VOTING**

**5.1 VOICE VOTE.**

The usual method of taking a vote is by voice; provided, however, that the Chairperson may, and when requested to do so by two (2) Directors, shall, take a vote by roll call.

**5.2 ROLL CALL.**

All ordinances, rules, regulations or amendments thereto and any matters involving the disbursement of money shall be adopted by roll call, except where a voice vote is declared by the Chairperson to be unanimous, and shall require the affirmative vote of the majority of the members of the Board. In addition, all proposals to settle any pending litigation in which the District is a defendant in a judicial action, whether approved in open session or in closed session, shall require the affirmative vote of the majority of the members of the Board.

**5.3 CONFLICT OF INTEREST.**

When one or more members determines that participation by the member(s) is prohibited by Section 87100 of the Government Code, because of the member(s) financial interest, the total membership of the Board shall be deemed to be reduced by the number of members prohibited from participation for the purpose of determining the number of affirmative votes required pursuant to Section I-5.2.

**SECTION 6 BOARD OF DIRECTORS, COMMITTEES**

**6.1 SPECIAL COMMITTEES.**

All special committees shall be appointed by the Chairperson, unless otherwise directed by the Board.

**6.2 STANDING COMMITTEES. (REVISED 2/16/22)**

Standing Committees of the Board of Directors shall be the following:

- (a) Finance and Administration Committee, consisting of the Chairperson of the Board, who shall be Chairperson of the Committee, the Vice-Chairperson of the Board, the Board Secretary, the last past Chairperson and up to seven (7) other Directors appointed by the Chairperson.
- (b) Legislative Committee, consisting of up to eleven (11) Directors appointed by the Chairperson.

- (c) Mobile Source and Climate Impacts Committee, consisting of up to eleven (11) Directors appointed by the Chairperson.
- (d) Community Equity Health and Justice Committee, consisting of up to eleven (11) Directors appointed by the Chairperson.
- (e) Stationary Source and Climate Impacts Committee, consisting of up to eleven (11) Directors appointed by the Chairperson.
- (f) The Chairperson shall be an ex-officio member of all Standing Committees of the Board of Directors.
- (g) Each Standing Committee shall have authority to make recommendations to the Board of Directors for action regarding matters within the scope of the Committee's jurisdiction. A standing committee may discuss but may not make recommendations to the Board of Directors regarding issues outside of its jurisdiction and shall refer such matters to the appropriate committee. Except as specified in this Division or as otherwise specified by the Board of Directors, Standing Committees are not delegated decision-making authority.
- (h) In no event shall the number of members, including the Chairperson of the Board, appointed to a Committee, constitute a quorum of the Board of Directors.

**6.3 ROTATION OF COMMITTEES.**

The membership on committees shall ordinarily be rotated among the Counties so as to secure participation in the work of the District by as broad a representation as may be possible.

**6.4 FINANCE AND ADMINISTRATION COMMITTEE.**

The Finance and Administration Committee will consider and recommend policies of the District relating to the administration of the District's programs and activities, including but not limited to policies regarding finance, procurement, employment, salaries, working conditions, insurance, and the retaining of consultants. The Committee shall not have authority to authorize alter, change or reverse any policy established by the Board of Directors.

The Finance and Administration Committee will oversee and guide staff activities relative to short-range and long-range planning regarding the goals and objectives of the District. The Committee will recommend to the Board of Directors each year a long range plan. In doing so the Committee should review the goals and objectives, and short and long range plans of the California Air Resources Board to the extent that they are known. The Committee will use the long range plan approved by the Board of Directors in reviewing and developing the budget each year.

The Finance and Administration Committee will assist in the preparation of the annual budget for the District and will present the annual budget with recommendations to the Board of Directors. At Budget review time each year the Committee will evaluate District goals and objectives and will recommend to the Board of Directors any changes it determines are appropriate. The Committee shall not have authority to authorize the expenditure of any funds not appropriated in the budget adopted by the Board of Directors.

The Finance and Administration Committee will keep itself informed as to the work of the Advisory Council and Hearing Board, and of persons in the community who may be qualified to serve on the Advisory Council and Hearing Board. The Committee will recommend to the Board of Directors selection of such persons whenever vacancies may from time to time occur on the Advisory Council or Hearing Board.

The Finance and Administration Committee will consider and recommend updates or revisions to this Code as may from time to time become necessary.

The Finance and Administration Committee is the successor to, and performs all of the functions of the Administration Committee, Budget & Finance Committee, Executive Committee and Personnel Committee as those committees existed prior to January 1, 2023. Any function assigned to the Administration Committee, Budget & Finance Committee, Executive Committee and Personnel Committee under this Code shall be performed by the Finance and Administration Committee.

**6.5 (Reserved)**

**6.6 LEGISLATIVE COMMITTEE.**

The Legislative Committee will consider and recommend legislative proposals for the District and consider and recommend a District position on all proposed legislation affecting the District. The Legislative Committee, in conjunction with District staff and the District Legislative Advocate, will keep itself informed on pending legislative matters and will meet and/or confer with appropriate legislators as necessary.

**6.7 NOMINATING COMMITTEE. (Revised 10/4/95)**

The Nominating Committee will consist of the Chairperson of the Board, the past Chairperson of the Board and three (3) appointees of the Chairperson of the Board, or in the event the past Chairperson of the Board is no longer serving on the Board, four (4) appointees of the Chairperson of the Board. The Nominating Committee shall be appointed no later than the second Board Meeting in November of each year and shall serve until the appointment of a new Committee. It is the function of the Nominating Committee to recommend to the Board the officers for each calendar year. In making its recommendation, the Committee shall not be bound by a recommendation of a previous Nominating Committee. The Committee need not follow a strict rule of rotation between supervisor and city members but may take into account their proportionate membership on the Board of Directors. Additionally, the Committee shall take into account the provisions of Section I-2.7.

**6.8 MOBILE SOURCE AND CLIMATE IMPACTS COMMITTEE. (Revised 7/7/21)**

The Mobile Source and Climate Impacts Committee will consider and recommend policies and positions of the District relating to transportation planning and funding, on-road and off-road mobile sources, mobile source fuels and equity for impacted communities related to these sectors. The Committee will keep itself informed on actions or proposed actions by local, regional, state and federal agencies affecting air pollutant emissions from mobile sources.

The Committee will also consider and recommend to the Board of Directors policies and positions of the District relating to climate protection activities and climate equity for impacted communities relative to mobile sources. The Committee will keep itself informed on actions and proposed actions by local, regional, state, federal, and international agencies and organizations relating to climate protection relative to mobile sources.

**6.9 COMMUNITY EQUITY HEALTH AND JUSTICE COMMITTEE. (Revised 7/7/21)**

The Community Equity Health and Justice Committee will advise the Board of Directors regarding equitable and inclusive actions the Air District takes to create a healthy breathing environment for all people of the Bay Area, regardless of race, ethnicity, age, gender identity, national origin, immigration status, ability or sexual orientation. The Committee will oversee staff efforts in developing policies for both internal and external operations, which impact the Bay Area. Internal operations include applying an equity lens to programs, policies, practices and procedures related to staffing, recruitment, promotions, inclusive practices in the workplace, contracting for capital projects and services, and continuous racial equity training. External operations include addressing disparities by applying an equity lens to Air District programs, policies, practices, and procedures. The Committee will prioritize traditionally

marginalized and disinvested communities for investment opportunities to ensure communities highly impacted by air pollution receive program and policy prioritization.

The Committee will also recommend to the Board of Directors overall direction of the District's public engagement programs. In addition, the Committee hears proposals and makes recommendations to the Board of Directors regarding the selection of a contractor(s) to assist the District with aspects of the public engagement programs.

**6.10 STATIONARY SOURCE AND CLIMATE IMPACTS COMMITTEE.**

The Stationary Source and Climate Impacts Committee will consider and recommend policies to the Board of Directors relating to stationary sources. The Committee shall recommend positions to the Board of Directors on stationary source policy issues affecting the implementation of the State and Federal Air Quality Management Plans and key planning policy issues such as federal and State Air Quality Management Plan development and air quality and economic modeling. The Committee shall review and make recommendations to the Board of Directors regarding major stationary source programs including: permitting, compliance, small business assistance, toxics, source education, and rule development. The Committee shall recommend to the Board of Directors positions concerning federal and state regulations that affect stationary sources. The Committee shall recommend policies to the Board of Directors for disbursement of supplemental environmental project grants.

The Committee will also consider and recommend to the Board of Directors policies and positions of the District relating to climate protection activities and funding relative to stationary sources. The Committee will keep itself informed on actions and proposed actions by local, regional, state, federal, and international agencies and organizations relating to climate protection relative to stationary sources.

**6.11 QUORUM FOR COMMITTEES. (Revised 12/6/06)**

There is no quorum requirement for a Committee meeting to be held, except that, for the purpose of making a Committee recommendation to the Board of Directors, there is established a quorum of five (5) Committee members.

**6.12 COMMITTEE PROCEDURE. (Revised 12/6/06)**

- (a) Voting. Only members of the Committee shall be allowed to vote on Committee recommendations.
- (b) Minority Report. Any Committee member can submit a Minority Report to accompany the Committee recommendation submitted to the Board of Directors, but may not use District staff to prepare such report.

**SECTION 7 ADVISORY COUNCIL**

**7.1 ACTIVITIES OF COUNCIL. (Revised 12/17/14)**

- (a) The Advisory Council shall meet four (4) times each year.
- (c) The Advisory Council shall consider and report to the Board on specific matters which may be referred to the Council.

**7.2 TERM OF OFFICE.**

The terms of office for members of the Advisory Council are fixed by Health and Safety Code Section 40263.

**7.3 LIMITS ON TERM OF OFFICE.**

Effective with appointments for terms on the Advisory Council commencing on January 1, 1992, and thereafter, it is the policy of the Board of Directors that members with twelve (12) consecutive years of membership on the Council not be re-appointed to the Council, except that such members who were serving on the Council on the date of adoption of this policy may be appointed to one additional term. A member not re-appointed because of having served twelve (12) consecutive years on the Council shall again be eligible for appointment after an absence of two years from the Council.

**7.4 EXPENSE REIMBURSEMENT. (Revised 12/17/14)**

Members of the Advisory Council shall be reimbursed for actual and necessary expenses incurred by them in attending meetings of the Advisory Council and meetings and public hearings conducted by the Board of Directors. Transportation, meals, lodging and other incidental expenses will be allowed at the same rate as is allowed to Members of the Board of Directors provided that receipts are presented pursuant to Section II-5.6.

**7.5 OTHER EXPENSES. (Revised 1/14/09)**

Other expenses may be allowed after prior specific approval by a majority of the Board of Directors.

**7.6 CLERK CERTIFICATION OF ATTENDANCE AND EXPENSES.**

The Clerk of the Boards shall certify to the Director of Administrative Services the attendance and the expense reports of members of the Advisory Council.

**SECTION 8 HEARING BOARD**

**8.1 RULES OF PROCEDURE.**

The Hearing Board shall, from time to time, as it may deem necessary, adopt, re-adopt, or amend rules of procedure for the conduct of its hearings and for the conduct of matters which may be submitted to it and which are not inconsistent with law.

**8.2 EXPENSE REIMBURSEMENT. (Revised 10/04/00)**

Members of the Hearing Board may be paid for actual and necessary expenses incurred by them in attending meetings of the Hearing Board, the Board of Directors, Advisory Council and public hearings conducted by the Board of Directors. Mileage, tolls, parking fees, meals and other incidental expenses will be allowed at the same rate as is allowed to the Directors provided that receipts are presented pursuant to Section II-5.6). They shall be allowed a per diem of one hundred dollars (\$100) for each day attending a meeting, other than meetings of the Hearing Board, when requested to do so by the Board or APCO. They shall be allowed a per diem of four hundred dollars (\$400) for each day attending meetings of the Hearing Board. The hearing Board Chairperson shall be allowed a per diem of four hundred fifty dollars (\$450) for each day attending meetings of the Hearing Board.

**8.3 CLERK OF HEARING BOARD.**

The Clerk of the Boards shall be ex-officio the Clerk of the Hearing Board to perform clerical duties for the Hearing Board and to keep and maintain its records.

**8.4 CERTIFICATION OF ATTENDANCE AND EXPENSES.**

The Clerk of the Hearing Board shall certify to the Director of Administrative Services the attendance and the expense reports of the members of the Hearing Board.



**8.5 OTHER EXPENSES.**

Other expenses may be allowed after prior specific approval of a majority of the Executive Committee or the Board.

**8.6 LIMITS ON TERM OF OFFICE. (Revised 5/14/2014)**

Effective with appointments for terms on the Hearing Board commencing on April 1, 2014, and thereafter, members with fifteen (15) consecutive years of membership on the Hearing Board shall not be re-appointed to the Hearing Board, without exception. A member not re-appointed because of having served fifteen (15) consecutive years on the Hearing Board shall again be eligible for appointment after an absence of three years from the Hearing Board.

**SECTION 9 REGULATION ADOPTION**

**9.1 PUBLIC HEARING.**

The Board of Directors shall not adopt, amend or repeal any rule or regulation without first holding a public hearing thereon. The vote necessary to adopt, amend or repeal a rule or regulation shall be as set forth in Section I-5.2

**9.2 DOCKET FILES.**

The APCO shall establish a file for each District rule and regulation which shall include the latest version of the text of the rule and regulation. These are to be known as the Docket Files and are to be regarded as the starting point for the record of any rule-making proceedings which may thereafter occur. Copies of any petitions received by the District from interested persons proposing the adoption, amendment or repeal of a regulation, shall be included in the appropriate Docket File.

**9.3 PUBLIC HEARING NOTICE REQUIREMENT.**

Notice of the time and place of a public hearing to adopt, amend, or repeal any rule or regulation shall be given not less than 30 days prior thereto in accordance with the provisions specified in the Health and Safety Code for such notice, and by publication in each county of the District pursuant to Section 6061 of the Government Code.

**9.4 NOTICE OF PUBLIC HEARING.**

The published notice shall include the following information:

- (a) The time and place of the public hearing;
- (b) A brief description of the proposed action;
- (c) A statement that the full text of the regulatory language which is proposed to be adopted, amended, or repealed is available for public inspection at the District office during regular business hours; and
- (d) An invitation for the submission of written public comments to be submitted to the APCO by 5:00 p.m. on the second business day prior to the hearing. The notice shall include the name, address and telephone number of the APCO.

**9.5 CONDUCT OF PUBLIC HEARING.**

At the public hearing held to adopt, amend or repeal a rule or regulation, the Board shall provide for the submission of statements, arguments, or contentions, either oral, written, or both. In addition, the written comments submitted pursuant to Section I-9.4(d) shall be made available to each Director. Following consideration of all relevant matters presented, the Board may adopt, amend, or repeal a rule or regulation unless the Board determines to make

changes in the text originally made available to the public that are so substantial as to significantly affect the meaning of the proposed rule or regulation. The Board shall not take action on a changed text where the change is so substantial as to significantly affect the meaning of the proposed rule or regulation before its next regular meeting, and shall allow further statements, arguments and contentions either written, oral or both, to be made and considered prior to taking final action.

**9.6 FINDINGS.**

Before adopting, amending, or repealing a rule or regulation, the District Board shall make findings of necessity, authority, clarity, consistency, non-duplication and reference, as defined in Health and Safety Code Section 40727, based upon relevant information presented at the hearing.

**9.7 PUBLIC HEARING RECORDS.**

The APCO shall maintain a file of the appropriate rule or regulation which shall be deemed to be the record for that rule-making proceeding. The file shall include the Docket File for the appropriate rule or regulation supplemented by the following:

- (a) Copies of published notices of proposed adoption, amendment, or repeal of the rule or regulation.
- (b) All data and other factual information, any studies or reports, and written comments submitted to the District in connection with the adoption, amendment or repeal of the rule or regulation. The District staff shall ascertain that this material includes all such material on which it relies to support any action which it has recommended to the Board.
- (c) The cost-effectiveness of the control measure and the direct costs expected to be incurred by regulated parties, including businesses and individuals as determined by the District.
- (d) The minutes of any public hearing by the Board in connection with the adoption, amendment or repeal of the regulation.
- (e) The text of the regulatory language as originally proposed to be adopted, amended or repealed, and the modified text, if any, that were made available to the public prior to the adoption.
- (f) A copy of the Board's resolution adopting the change in the rule or regulation.

**9.8 RECORD OF ADOPTION.**

Following adoption of a change in a rule or regulation, the APCO shall include the rule or regulation as it reads following such adoption in the Docket File.

**SECTION 10 RECOGNITION OF EMPLOYEES' ORGANIZATIONS**

**10.1 GENERAL PROVISIONS.**

- (a) It is the purpose of this article to promote full communication between the Bay Area Air Quality Management District and its employees regarding wages, hours, and other terms and conditions of employment. It is also the purpose of this article to promote the improvement of personnel management and employer-employee relations within the District by providing a uniform basis for recognizing the right of employees of the District to join organizations of their own choice and be represented by such organizations in their employment relationships with the District. Nothing contained

herein shall be deemed to supersede the provisions of existing State Law and ordinances affecting the District.

- (b) Nothing in this article shall be interpreted as precluding or discouraging the discussion of any and all matters of mutual interest, at the appropriate level, to the end that there be full understanding and cooperation among the parties and that problems be resolved expeditiously.
- (c) Nothing in this article shall be interpreted as precluding or discouraging the District from requesting assistance or advice, whether from outside experts or otherwise, in situations deemed appropriate by the Board.
- (d) If, after meeting and conferring for a reasonable period of time, representatives of the District and the recognized employee organization or organizations fail to reach agreement, the District and the recognized employee organization or organizations together may, but are not required to, submit any matters within the scope of representation to mediation and may make the appointment of a mediator mutually agreeable to the parties. Costs of mediation shall be divided one-half to the District and one-half to the recognized employee organization or organizations.

**10.2 REPRESENTATION.**

- (a) Management and confidential employees shall not represent any employee organization which represents other than management and confidential employees of the District on matters within the scope of representation.
- (b) Professional employees shall not be denied the right to be represented separately from nonprofessional employees by a professional employee organization consisting of such professional employees.

**10.3 REGISTRATION PROCEDURE PRIOR TO RECOGNITION.**

- (a) No employee organization shall have rights under this article unless and until it has been registered with the District through the Employee Relations Officer. Employee organizations, having been registered, shall thereafter report in writing to the Employee Relations Officer any changes in the facts submitted in the registration within thirty (30) days of the occurrence of the change.
- (b) The registration shall consist of:
  - (1) the name and address of the employee organization;
  - (2) a list of the officers and principal representatives of the employee organization and a list of designated representatives authorized by the employee organization to act for it in matters within the scope of representation;
  - (3) a statement that the employee organization includes employees within its membership;
  - (4) a statement that the employee organization has, as one of its primary purposes, the function of representing employees in their relations with the District.
  - (5) the designation of two or more persons and their addresses to whom notice, sent by United States mail, or to a specific place at the District office, will be deemed sufficient notice on the employee organization for any purpose; and
  - (6) a statement that the employee organization has no restriction on membership based on race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age, or sexual orientation.

**10.4****PROCEDURES FOR ESTABLISHING REPRESENTATION UNITS.**

- (a) Representation units shall be established by the Board following submission of requests as hereinafter set forth. The decision of the Board shall be binding on all parties for the period established in Section I-10.4(f).
- (b) The APCO shall make a recommendation to the Board concerning proposed representation units for the District. No District employee shall be included in more than one representation unit. Management and confidential employees shall not be included in a representation unit containing classifications of non-management and non-confidential employees. The Employee Relations Officer shall be guided by the policy of the Board that any single representation unit shall encompass as many position classifications as possible consistent with the full use by employees of the privileges of organization and representation established by this article. Within the limits of this policy, criteria used in recommending representation units may include, but shall not be limited to, such factors as community of interest among employees and the general field of work. No unit shall be established solely on the basis of the extent to which employees in the proposed unit have previously organized.
- (c) Employees or employee organizations may request of the Board the establishment of a particular representation unit by listing classifications and positions to be included and submitting a petition signed by at least thirty percent (30%) of the full-time regular and probationary employees within the proposed representation unit.
- (d) The Employee Relations Officer shall verify all petitions and, upon verification, shall within ten (10) working days give notice to the employees within the proposed representation unit of the contents of the petition.
- (e) Employees within the proposed representation unit shall have ten (10) working days from the date of notification to submit petitions requesting changes in the proposed representation unit. Such petitions must be signed by at least thirty percent (30%) of the employees within the proposed modified representation unit.
- (f) Petitions for changes in representation units may be submitted not sooner than two (2) years following designation of the representation unit by the Board, except that in the event that the end of such two-year period shall occur during the months of April, May, or June of any year, such petitions may be submitted on or after December 1 of the preceding year.
- (g) For the purpose of this chapter, only full-time regular and full-time probationary employees shall be eligible to sign petitions for the establishment of representation units

**10.5****CERTIFICATION AND DE-CERTIFICATION AS A RECOGNIZED EMPLOYEE ORGANIZATION. (Revised 8/6/94)**

- (a) An employee organization shall be considered for certification as a recognized employee organization by the Board, through the Employee Relations Officer, following the submission of a request for recognition accompanied by, or in the form of, a petition indicating that at least thirty percent (30%) of the employees within the proposed or existing representation unit desire the petitioning employee organization to be their sole representative.
- (b) The Employee Relations Officer shall verify each petition and, following verification, shall within ten (10) working days give notice to all employees within the proposed or existing representation unit and all employee organizations of the contents of the request.

- (c) Any other employee organization seeking certification as a recognized employee organization to represent the employees of a proposed or existing representation unit for which a request has been submitted and verified pursuant to Sections I-10.5(a) and (b) may, within ten (10) working days of the date of notice given pursuant to Section I-10.5(b), request the Board through the Employee Relations Officer for recognition accompanied by, or in the form of, a petition indicating at least thirty percent (30%) of the employees within the proposed or existing representation unit desire the petitioning employee organization to be their sole representative.
- (d) If the request for recognition shows a proof of employee approval of thirty percent (30%) of the employees within the unit and no challenging petition is filed within ten (10) working days following the date of notice, or, if two or more requests are filed, the Employee Relations Officer, upon verifying all petitions, shall cause a secret election to be conducted or supervised by an agency independent of the District. All the employees of the representation unit shall be given the opportunity to choose among the petitioning employee organizations and no organization. Full-time employees within the representation unit on the payroll immediately preceding the election shall be entitled to vote.
- (e) The Board shall officially certify as the recognized employee organization the organization, if any, receiving a majority of such ballots cast. If a majority of such ballots cast is for no organization, the Board shall certify that no recognized employee organization represents the employees within the representation unit. If none of the choices on the ballot receives a majority of the ballots cast, a run-off election shall be held between the choices receiving the two highest number of votes. The Board shall certify as the recognized employee organization for the representation unit the choice receiving the most votes in a valid election, or shall certify that no recognized employee organization represents the employees within the representation unit. For any election provided for in this article to be valid, at least fifty percent (50%) of the eligible voters must vote. The Board shall make its official certification within fifteen (15) working days of the official notification of the election results.
- (f) A request for de-certification of a recognized employee organization or for the certification of an employee organization other than the organization currently certified must be accompanied by, or, in the form of, a petition executed by at least thirty percent (30%) of the employees within the representation unit. The Board may also initiate a de-certification petition where, because of substantial changes in District functions, organizational structure, or job classifications within the representation unit, it appears that the recognized employee organization no longer retains significant support among employees within the representation unit. No de-certification petition under this section shall be filed earlier than two (2) years following certification of the recognized employee organization or earlier than one hundred and twenty (120) days and no later than ninety (90) days prior to the expiration of the period of time covered by an agreement or memorandum of understanding. The provisions of Section I-10.5(b) and (c) shall apply to a proceeding under this section. The Employee Relations Officer shall cause a secret election to be conducted or supervised by an agency independent of the district wherein the employees within the representation unit on the payroll immediately preceding the election shall be entitled to vote. The recognized employee organization shall be de-certified or changed by the Board only if a majority of those casting valid ballots in an election vote for de-certification or change.
- (g) For the purpose of Section I-10.5(a) through (h), only full-time regular and full-time probationary employees shall be eligible to sign representation petitions or to vote in representation elections.

- (h) Requests for certification as a recognized employee organization may be submitted not sooner than one (1) year following the certification that the representation unit shall not be represented by a recognized employee organization.

## 10.6

### MEETINGS.

- (a) The Employee Relations Officer, and/or others as designated by the Board or APCO, shall meet and confer with representatives of recognized employee organizations on matters within the scope of representation. The recognized employee organizations shall be advised of the name and address of the Employee Relations Officer.
- (b) It is in the interest of the District and of recognized employee organizations that the annual meet and confer process on the subject of salaries, fringe benefits and conditions of employment be brought to a mutually agreeable conclusion prior to that time when the Board adopts its annual budget for the District, which normally takes place in June. In order to meet this goal, the representatives of the District and of the recognized employee organization or organizations shall endeavor to adhere to the following schedule for the conduct of the annual meet and confer process.
- (c) By February 15 of each year, the APCO shall designate three management employees to serve with the Employee Relations Officer as the Board's designated representatives in that year's meet and confer process. The APCO shall designate one of these individuals to serve as chief negotiator.
- (d) During the month of February of each year, the members of the recognized employees organization or organizations should confer among themselves in order to agree upon a list of issues within the scope of representation which the members of the recognized employee organization or organizations wish to address in the course of that year's meet and confer process. In addition, management representatives shall meet and confer among themselves in order to agree upon a list of issues to be addressed in the course of that year's meet and confer process. To the extent practicable, this list shall be drafted in the form of proposed language changes to the then existing memorandum of understanding between the District and the recognized employee organization. These lists should be exchanged by no later than the end of February of each year.  
**(Revised 9/6/95)**
- (e) The Board's designated representatives shall meet with the designated representatives of the recognized employee organization or organizations at a mutually acceptable time as soon as possible after the submission of each employee organization's list of issues.
- (f) The APCO shall present the matters set forth in each employee organization's list of issues to the full Board at a closed session to be held at the second regularly scheduled Board meeting in March. At this session, the Board shall instruct its designated representatives as to the Board's position on the issues to be addressed during that year's meet and confer process including any issues raised by the Board or by management.
- (g) Beginning in April of each year and until the meet and confer process is concluded, each regularly scheduled Board meeting shall have a designated brief closed session in order for the designated representatives to update the Board on the progress of that year's meet and confer process and, if necessary, to enable the Board to modify its instructions to its designated representatives concerning the subjects at issue.
- (h) To the extent practicable, the designated representatives of the Board and of the recognized employee organization or organizations shall meet as often as necessary during the course of the meet and confer process. The parties shall endeavor to bring the meet and confer process to a mutually agreeable conclusion by the first scheduled Board meeting in June.

- (i) The purpose of the meet and confer process is to promote an amicable resolution of issues within the scope of representation. This purpose is best served by following the procedures outlined above. For this reason, it is the view of the Board that the spirit of good faith and mutual obligation which the meet and confer process is intended to foster would be compromised if any recognized employee organization, its officers or designated representatives, or the designated representatives of the Board, were to circumvent these procedures or deviate from the meet and confer process with respect to any matter which is the subject of an on-going meet and confer process.
- (j) The District staff will furnish any recognized employee organization, on request, with sufficient data on wage rates, job classifications and related matters to enable the recognized employee organization to bargain understandingly and to prepare for meet and confer sessions.
- (k) If after a reasonable period of time, the representatives of any recognized employee organization and the designated representatives of the Board fail to reach agreement concerning any subject matter at issue during an on-going meet and confer process, the Board and the recognized employee organization together may agree upon the appointment of a mediator mutually agreeable to the parties. Costs of mediation shall be divided one-half to the District and one-half to the recognized employee organization.
- (l) The procedures outlined in Section I-10.6(b) are intended to apply to issues within the scope of representation which are normally addressed in connection with the District's annual budget process. In the event that other issues within the scope of representation arise outside of the time frame outlined in Section I-10.6(b), either the affected recognized employee organization or organizations, or the Employee Relations Officer, may request in writing that the designated representatives of each party meet and confer concerning said issue or issues. The designated representatives of each affected party shall meet at a mutually acceptable time as soon as possible thereafter concerning the issue or issues specified in said written request.
- (m) All meetings shall occur at District facilities, unless otherwise mutually agreed.
- (n) If the subject of a meeting affects more than one representation unit, a joint meeting will be held with all of the recognized employee organizations affected.
- (o) If agreement is reached, the participants shall jointly prepare and sign a written memorandum of such understanding, which shall be presented to the Board for determination and shall not be binding until approved by the Board.
- (p) Unless otherwise mutually agreed, no more than four (4) District employees, who are representatives of each recognized employee organization, shall be granted reasonable time off without loss of compensation or other benefits when formally meeting and conferring with designated Board representatives on matters within the scope of representation.
- (q) Timely requests in writing for reasonable time off for the purpose of Section I-10.6(p) shall be submitted to the employee's department head or his/her designated representative. Such requests shall include:
  - (1) the name of the employee;
  - (2) the name of the organization represented;
  - (3) the time, place, nature and estimated duration of the meeting.

Any such request may be denied by the department head on the basis of an operational emergency, the existence of which shall be reported by the department head to the Employee Relations Officer, who shall then contact the representative of the

recognized employee organization, so that the meeting may be re-scheduled, if the recognized employee organization so desires.

- (r) Except in cases of emergency as provided in Section I-10.6(s), the Employee Relations Officer shall give reasonable written notice to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board and shall give such recognized employee organization an opportunity to meet with the Employee Relations Officer of the District.
- (s) In cases of emergency when the Board determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the Board shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

#### **10.7 ACCESS TO EMPLOYEES DURING WORKING HOURS.**

- (a) Any authorized representative of an employee organization seeking recognition under this article has the right to contact individual employees working within the proposed or existing representation units in District facilities during business hours on matters within the scope of representation, except on matters outlined in Section I-10.7(c) below, providing prior arrangements have been made for each such contact with the department head or his/her designated representative, who shall grant permission for such contact if it will not disrupt the business of the work unit involved. When contact on the work location is precluded by confidentiality of records, or of work situation, health and safety of employees or the public or by disturbance to others, the department head shall have the right to make other arrangements for a contact location removed from the work area.
- (b) Meetings of representatives of employee organizations seeking recognition under this article and a group of employees shall not be permitted during working hours. The Employee Relations Officer or his/her designated representative may, upon timely application, allow meetings of a representative of an employee organization seeking recognition and a group of employees during the lunch period in District facilities and at convenient dates.
- (c) No contacts shall be permitted during working hours with employees regarding membership, collection of moneys, election of officers, or other similar internal employee organization business.
- (d) Unless otherwise agreed, employees or representatives of employee organizations shall not be permitted to attend meetings or conferences called by District personnel concerning matters arising out of the normal course of District activities.

#### **10.8 AGENCY SHOP. (Revised 8/6/94)**

- (a) The District shall deduct and transfer to the Association dues for members of the Association and agency fees for non-member probationary and regular employees who are in job classifications which are non-management and non-confidential.
- (b) Within thirty (30) days from the date of hire any employee who is in a non-management and non-confidential classification may become a dues paying member of the Association or, subject to subsection (e) below, shall thereafter pay an agency fee, in an amount equal to the Employee Association's dues, to the Association. **(Revised 9/6/95)**



- (c) Dues and agency fees shall be withheld by the District twice monthly, and shall be transferred monthly with an itemized statement to the Association member designated in writing as the person authorized to receive such funds, at the address specified.
- (d) The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing after such submission.
- (e) No District employee shall be required to join the Association or to make an agency fee payment if the District employee is an actual verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; or if the District employee has personal moral objections to joining or financially supporting employee organizations. Such employee must, instead, arrange to satisfy his/her obligation by donating the equivalent amount to a non-labor, non-religious charitable fund chosen by the employee, which is tax exempt under Section 501(c)(3) of the Internal Revenue Code (IRC).

**10.9 CONSTRUCTION OF SECTION I-10. (Renumbered 8/6/94)**

- (a) Nothing in this section shall be construed to deny any person, organization, or employee any rights granted by federal, state, or local law or charter provision.
- (b) The provisions of this section are intended to be consistent with the provisions of Article 10, Division 4, Title I (Section 35, et seq.) of the Government Code of the State of California.
- (c) If any provision of this section or the application of such provision to any person, organization, employee or circumstance shall be held to be invalid, the remainder of section or the application of such provision to person, organization, employees, or circumstances other than those being held invalid shall not be affected thereby.
- (d) Subject to the limitations pertaining to representation units contained in Section I-10.4(b), nothing contained herein shall be construed to prohibit two (2) or more employee organizations from acting jointly, as a single organization, to register, to petition for a representation unit, or to petition for certification as a recognized employee organization, and if certified, to represent the employees within the representation unit.
- (e) It is recognized that the provisions of this article may require amendments from time to time. The Board, through the APCO, shall consult with employee organizations prior to enacting any such amendments.

**SECTION 11 GUIDELINES FOR RECORDS MANAGEMENT AND ACCESS**

**11.1 RECORDS MANAGEMENT POLICY. (New 2/3/10)**

- (a) It is the policy of the Bay Area Air Quality Management District to identify, maintain, safeguard, and dispose of records in the normal course of business; to ensure prompt and accurate retrieval of records; and, to ensure compliance with legal and regulatory requirements.
- (b) District records shall be maintained as electronic records to the extent feasible and reasonable. Electronic records shall be created, stored, and maintained in accordance with standards adopted or recommended by the California Secretary of State pursuant to Government Code Section 12168.7.







outside the District. The limited release of a draft or preliminary report for peer review shall not waive the draft or preliminary nature of the report, and the draft or preliminary report shall not be cited, quoted or distributed outside the District other than to those conducting the peer review. Such documents shall be stamped "PRELIMINARY" or "DRAFT" and "DISTRIBUTED FOR PURPOSES OF PEER REVIEW ONLY" on each page.

(c) Documents Intended for Internal Use Only:

Documents intended for internal use only shall include a disclaimer on the cover page that states: "THIS IS A TECHNICAL REPORT INTENDED FOR INTERNAL DISCUSSION ONLY. THIS REPORT DOES NOT REPRESENT DISTRICT POLICY AND IS NOT INTENDED FOR PUBLIC RELEASE. DO NOT CITE OR QUOTE."

(d) District Policy Regarding Technical Papers Written by District Employees:

The procedures set forth in this Section shall apply to all abstracts, journal articles, reference papers and technical reports prepared by District employees within the scope of their employment. Nothing herein is intended to prohibit District employees from publishing articles or delivering papers which may not reflect the policy of the District provided the work is done on the employees own time. However, any such paper, article or report prepared by a District employee outside the scope of his or her employment which has not been subjected to the review process provided for in this Section shall not be a District document, and the employee shall not represent the article or paper as such. Moreover any such paper shall include an explicit disclaimer that the article or paper does not reflect the views or policy of the Bay Area Air Quality Management District.

## **SECTION 12 COMMUNICATIONS WITHIN THE ORGANIZATION**

### **12.1 COMMUNICATION POLICY.**

The policy of the District is to inform all employees promptly and fully of policy plans and changes which relate to or affect their work. The APCO, through each Division Director, is responsible for developing effective communication with all employees. The Personnel Section will prepare "Employee Bulletins" to inform employees of significant developments within the District, including policy changes and other pertinent matters.

### **12.2 WRITTEN COMMUNICATIONS.**

Memoranda between or within Divisions should be addressed specifically to those concerned. The APCO will receive an information copy of Divisional memoranda relating to policy within a Division. Memos shall be dated.

### **12.3 BULLETIN BOARDS.**

Bulletin boards will be maintained on each business floor of the District for announcements, recruitment bulletins and other communications for the information of all District employees. District bulletin boards are for District employees. District bulletin boards are for District business only. The Employees' Association will be allowed use of bulletin boards.

### **12.4 CONFERENCE PARTICIPATION.**

Employees of the District may, with the prior approval of the APCO, or with the Chairperson of the Board in the case of the APCO, attend meetings, conventions, and conferences of specialists, on District time and payroll, within or without the State, at their own expense. In granting approval, the APCO, or the Chairperson of the Board in the case of the APCO, will

be guided by whether attendance is apt to increase their professional competence in fields for which they are employed by the District.

## **12.5 LITIGATION.**

From time to time the District and its officers are parties to law suits involving a wide range of factual and legal questions. When an action has been formally commenced (filed with a court and properly served), contacts between the parties are to be made through counsel. Employees are not obliged to speak to any person outside of the District staff regarding pending litigation involving the District. The exception to this rule is the situation in which proper discovery procedure (notice of deposition, interrogatories, requests for admissions) has been followed.

The District Legal Division should be advised of any and all inquiries addressed to an employee by any party or attorney involved in a legal action to which the District is a party.

## **SECTION 13 COMMERCIAL SOFTWARE POLICY**

### **13.1 LICENSE AGREEMENTS.**

All employees shall use software only in accordance with its license agreement. Unless otherwise stated in the license agreement, any duplication of copyrighted software, except for backup or archival purposes, is prohibited. The following points are to be followed to comply with software license agreements:

- a) No employee shall give software to anyone outside the District.
- b) With the exception of software covered by a multi-user site license, all software manuals shall contain the software serial number and shall be maintained in the immediate vicinity of the computer system where the software is installed.
- c) All software used by the organization on District computers will be purchased through appropriate procedures, except as follows: an employee may install software which the employee has legitimately purchased on a single computer system which has been provided by the District for the employee's exclusive use provided that, prior to installation:
  - 1) The employee presents the software to the Information Systems Section (ISS) for a virus scan,
  - 2) The installation and use of the software do not violate the applicable license agreement for that software.

### **13.2 TELECOMMUTING.**

An employee who is participating in an approved telecommuting program may also install software which the District has provided on a District computer system for that employee's exclusive use, on the employee's home computer system provided that:

- a) The employee notifies ISS prior to installation.
- b) The installation and use of the software do not violate the applicable license agreement for that software.
- c) The employee agrees to remove the software when the employee leaves the District or is no longer participating in an approved telecommuting program.

**13.3 DATABASE OF SOFTWARE.**

ISS will maintain a database of the software products installed on District computer systems and District-provided software installed on employees' home computer systems. ISS may conduct periodic audits of District computer systems to ensure compliance with District policy.

**SECTION 14 AMENDMENTS TO ADMINISTRATIVE CODE**

**14.1 AMENDMENT MECHANISM.**

This Administrative Code may be amended at any meeting by a vote of a majority of the members of the Board of Directors provided notice of such amendment has been given at a preceding regular meeting.

**SECTION 15 NON DISCRIMINATION POLICY (New 10/19/2016)**

**15.1 POLICY**

**Accessibility and Non-Discrimination Policy:** The Bay Area Air Quality Management District (BAAQMD) does not discriminate on the basis of race, national origin, ethnic group identification, ancestry, religion, age, sex, sexual orientation, gender identity, gender expression, color, genetic information, medical condition, or mental or physical disability, or any other attribute or belief protected by law.

It is the BAAQMD's policy to provide fair and equal access to the benefits of a program or activity administered by BAAQMD. BAAQMD will not tolerate discrimination against any person(s) seeking to participate in, or receive the benefits of, any program or activity offered or conducted by BAAQMD. Members of the public who believe they or others were unlawfully denied full and equal access to a BAAQMD program or activity may file a discrimination complaint with BAAQMD under this policy. This non-discrimination policy also applies to other people or entities affiliated with BAAQMD, including contractors or grantees that BAAQMD utilizes to provide benefits and services to members of the public.

Auxiliary aids and services including, for example, qualified interpreters and/or listening devices, to individuals who are deaf or hard of hearing, and to other individuals as necessary to ensure effective communication or an equal opportunity to participate fully in the benefits, activities, programs and services will be provided by the BAAQMD in a timely manner and in such a way as to protect the privacy and independence of the individual. Please contact the Non-Discrimination Coordinator identified below at least three days in advance of a meeting so that arrangements can be made accordingly.

If you believe discrimination has occurred with respect to a BAAQMD program or activity, you may contact the Non-Discrimination Coordinator identified below or visit our website at [www.baaqmd.gov/accessibility](http://www.baaqmd.gov/accessibility) to learn how and where to file a complaint of discrimination.

Questions regarding this Policy should be directed to the BAAQMD Non-Discrimination Coordinator, (415) 771-6000 or visit [www.baaqmd.gov/accessibility](http://www.baaqmd.gov/accessibility) for more information.

**15.2 COMPLAINT PROCEDURE**

The complaint procedure has four steps:

1. Submission of Complaint:

A person who believes that he or she or a specific class of persons has, on the basis of any protected class, been excluded from or denied the benefits of, or been subjected to

discrimination under, any program or activity of the Air District may file a written complaint with the Non-Discrimination Coordinator for the Air District. Such complaint must be filed within 180 calendar days after the date the person believes the discrimination occurred. See the [Discrimination Complaint form](#) (277 k PDF, 2 pgs).

2. Referral to Review Officer:

Upon receipt of the complaint, the Non-Discrimination Coordinator will appoint one or more staff review officers, as appropriate, to evaluate and investigate the complaint, in consultation with the District Counsel. The staff review officer(s) will complete their review no later than 60 calendar days after the date the Air District received the complaint using a preponderance of the evidence standard. If more time is required, the Non-Discrimination Coordinator will notify the complainant of the estimated time for completing the review. Upon completion of the review, the staff review officer(s) will make a recommendation regarding the merit of the complaint and whether remedial actions are available to provide redress. Additionally, the staff review officer(s) may recommend improvements to the Air District's processes as they relate to the Non-Discrimination Policy and environmental justice, as appropriate. The staff review officer(s) will forward their recommendations to the Non-Discrimination Coordinator for review. The Non-Discrimination Coordinator will issue the Air District's written response to the complainant.

3. Appeal:

If the complainant is dissatisfied with the response, the complainant may request an appeal, in writing, to the Executive Officer/Air Pollution Control Officer within 10 calendar days after receipt of the response. The request for appeal should explain any items the complainant feels were not addressed by the Non-Discrimination Coordinator. The Executive Officer/Air Pollution Control Officer will notify the complainant within 10 calendar days whether the request for appeal has been accepted or rejected.

4. Re-Evaluation:

In cases where the Executive Officer/Air Pollution Control Officer agrees to reconsider the matter, the matter shall be returned to the staff review officer(s) to re-evaluate in accordance with Paragraph 2, above.



# Division II

## Fiscal Policies & Procedures

### SECTION 1      **TREASURER**

#### 1.1      **SAN MATEO COUNTY TREASURER.**

The Treasurer of the County of San Mateo shall be ex-officio Treasurer of the Bay Area Air Quality Management District and shall have the duties imposed by law.

### SECTION 2      **DISTRICT AUDIT**

#### 2.1      **ANNUAL AUDIT. (10/15/03)**

The Board of Directors shall contract with either a certified public accountant or the county auditor of one of the counties of the District to make an annual audit of the accounts and records of the District. The minimum requirements of the audit shall be as prescribed by the State Controller and Comptroller General of the United States according to the Single Audit Act Amendments of 1996, Budget Circular 133, Statement on Auditing Standards No. 63, Government Accounting Standards Board Statement 34, and shall conform to generally accepted auditing standards. A report thereof shall be filed with the County Auditor of each of the counties within the District's jurisdiction, the State Controller's Office, the U. S. Environmental Protection Agency, and a copy of the report shall be filed with the Board of Directors, within twelve months of the end of the fiscal year under examination.

### SECTION 3      **FISCAL PROCEDURES**

#### 3.1      **BUDGET PROCEDURE.**

Not later than the 15th day of January of each calendar year, the APCO shall start the preparation of a tentative budget for submission to the Board of Directors.

#### 3.2      **COMPLIANCE WITH GOVERNMENT CODE. (Revised 10/15/03)**

Pursuant to Health and Safety Code Section 40276, the Budgetary procedures for the Bay Area Air Quality Management District shall comply as nearly as possible with the provisions of Chapter 1, Division 3, Title 3, of the Government Code (County Budget Act). On or before the first regular meeting in May, the APCO shall deliver a proposed budget to the Board of Directors pursuant to Section 29064 of the Government Code. The Board shall refer the proposed budget to the Budget and Finance Committee and, when applicable, to the Personnel Committee. The Committees shall consider the proposed budget and report to the Board of Directors at the Public Hearing held pursuant to Section 29080 of the Government Code.

#### 3.3      **ACCOUNTS TRANSFER. (Revised 10/15/03)**

- (a) The APCO may make budget transfers between any accounts by notifying the Director of Administrative Services in writing of each such change. This transfer provision does not apply to the transfer of personnel from one program to another or from one expenditure class to another, which will require Board notification.

- (b) Whenever the APCO transfers a position from one program to another, the APCO may also transfer the pertinent funds from permanent salary accounts (and accounts for related benefits). Each such transfer shall be reported by the APCO to the Board of Directors at the next regular Board meeting.
- (c) A Division Director may transfer funds from any account in one program managed by that Director's Division to any account, except permanent salaries, in another program within the same Division, by notifying the Director of Administrative Services in writing of such a transfer, subject to the following restrictions:
  - (1) Total cumulative transfers made pursuant to this subsection to or from either account have not exceeded \$50,000 within the fiscal year.
  - (2) The funds being transferred have not been encumbered.
  - (3) Prior written approval has been granted by the APCO.
- (d) A Program Manager may make transfers between any accounts within that program except permanent salaries by notifying the Director of Administrative Services in writing of such a change, subject to the following restrictions.
  - (1) Total transfers made pursuant to this subsection to or from each account have not exceeded \$20,000 within the fiscal year.
  - (2) The funds being transferred have not been encumbered.
  - (3) The change shall be reported to the Division Director.
- (e) All other transfers of funds require advance Board approval.

**3.4 PAYMENT OF CLAIMS.**

Claims for items for which funds have been budgeted, or for which authorized adjustments in the budget have been made, shall be made by demand for a check approved by the APCO and directed to the Director of Administrative Services. Such claims shall be supported by such vouchers or other supporting material as may be required by the Director of Administrative Services to establish and identify the claim, the budget item, the delivery of the goods or services, and the justification according to good accounting practices of the payment of the claim. Claims for other items, which have not been budgeted or for which authorized budget adjustments have not been made, shall be presented by the APCO to the Board of Directors at the next succeeding meeting of the Board. Claims involving tort liability of the District, its officers or employees, or un-liquidated claims shall be referred to the District Counsel for recommendation to the APCO and submitted to the District's insurance carrier.

**3.5 REFUND OF MONEY.**

Any monies paid to the District may be refunded as hereinafter set forth, provided that such payment was made by reason of:

- (a) Duplicate payment.
- (b) Payment made in excess of the actual amount due.
- (c) Payment erroneously collected by reason of a clerical error of the District.
- (d) Payment made less than that required by law and for which no performance may, of a consequence, be had.
- (e) Refund of payment made when request for refund is made prior to any official act and is for an amount justly due.

Claims for refund shall be presented and filed with the District within one year after the claim accrued.

Claims for refund shall be itemized, shall be presented by the claimant or a person acting on behalf of the claimant, and shall show the matters required in Section 711 of the Government Code.

Such claim shall be made under penalty of perjury as provided in the Code of Civil Procedure Section 2015.5 and shall be made by the person or authorized agent or guardian or the person who paid the money, or in case of death, by the executor, executrix, administrator, or administrative of that person's estate.

**3.6 APPROVAL OF REFUND CLAIM.**

The APCO shall act on the claim in one of the following ways:

- (a) If it is found that the claim is a proper charge against the District for any of the reasons cited in Section II-3.5(a) through (e), the APCO shall allow the claim. Otherwise, the claim shall be denied.
- (b) If it is found that the claim is a proper claim against the District but is for an amount greater than is justly due, it shall be rejected as to the balance. If the claim is allowed in part and rejected in part, the claimant may be required to accept the amount allowed in settlement of the entire claim.
- (c) Claims less than fifty thousand dollars (\$50,000), shall be processed by the Director of Administrative Services, claims fifty thousand dollars (\$50,000) or greater, shall be submitted to the APCO with a recommendation from the Director of Administrative Services for final action. Rejected claims shall be submitted to the Board of Directors, with a recommendation from the APCO, for final disposition
- (d) Refund deposits when the purpose for which such deposit was made has been achieved and there is no financial loss to the District.

The APCO shall execute such forms as are prescribed by the Director of Administrative Services, attach thereto the verified claim for refund, with the action endorsed thereon, and transmit same to the Director of Administrative Services.

**3.7 REFUND PAYMENT.**

The Director of Administrative Services is hereby authorized and directed to draw a check on the Treasurer in the amount of such refund as is allowed.

**SECTION 4 PURCHASING PROCEDURES**

**4.1 DISTRICT PURCHASING AGENT. (Revised 4/19/95)**

The APCO shall be ex-officio Purchasing Agent for the Bay Area Air Quality Management District. The APCO shall negotiate to obtain the best price obtainable on all goods and services required by the District.

**4.2 SPECIFICATIONS. (Revised 10/15/03)**

In all cases where written specifications are prepared and submitted for public bidding, wherever a trade name is specified the specifications shall contain the phrase "or equal" and a bidder shall be allowed to bid upon a specified trade name product or its equivalent in quality and performance. Specifications must include all criteria to be considered by the District in selecting a successful bidder. Wherever possible, purchasing of items of supply shall be through member counties or businesses in the nine (9) county District Area.

**4.3 CONTRACT LIMITATIONS. (Revised 9/21/16)**

The APCO or designee shall execute, on behalf of the Bay Area Air Quality Management District, contracts for purchase of supplies and materials and services costing not more than one hundred thousand dollars (\$100,000). Contracts for more than one hundred thousand dollars (\$100,000) shall be signed by either the Chairperson of the Board of Directors, or the APCO after being directed to execute such a contract by resolution of the Board of Directors.

For efficiency, recurring payments for routine business needs such as utilities, licenses, office supplies and the like, more than, or accumulating to more than one hundred thousand dollars (\$100,000) shall be presented in the quarterly Financial Report.

**4.4 CONTRACTS WITH MINORITY BUSINESS ENTERPRISES AND WOMEN'S BUSINESS ENTERPRISES. (Revised 12/7/11)**

It is the policy of the Board of Directors of the Bay Area Air Quality Management District that the District comply with its DBE Program where lawful and appropriate and to encourage minority, veteran, and women owned businesses bid on contracts with the District to the extent allowable by law.

**4.5 PURCHASE REQUESTS. (Revised 10/15/03)**

Purchase requests for supplies, equipment and/or services must be completed and submitted to the Business Manager in the Administrative Services Division prior to any order being given to a vendor. The name of the suggested vendor should be included in the request, as well as the cost, tax and estimated shipping charges.

Any deviation from this procedure must have prior written approval of the Business Manager, Finance Manager or Director of Administrative Services.

Purchases requests exceeding the remaining balance of unexpended funds within the budget for each line item for a section must be accompanied by an approval for a transfer of funds as described in Section II-3.3. The approval document must indicate the line item for the source and destination of the transfer of funds.

**4.6 CONTRACTS. (REVISED 10/7/20)**

(a) PURCHASING POLICY.

(1) Methods of Purchasing:

- (A) FORMAL BID - A bid obtained under sealed bid procedures and which is publicly opened and read.
- (B) INFORMAL BID - A written bid solicited from a vendor when the cost of the equipment or services/supplies is so low as to not justify the costs of the formal bidding procedures.
- (C) TELEPHONE BID - Telephone bids may be utilized by the Business Manager/designee when, in the judgment of the APCO or Director of Administrative Services, the best interest of the District may be served due to the need for immediate delivery or for other valid reasons.
- (D) MONOPOLY/SINGLE SOURCE BID - An award may be made without a formal bid when the item to be purchased can be obtained from only one source and the item/service is one which does not lend itself to substitution. Said bids must be confirmed in writing.
- (E) PRIOR BID/LAST PRICE - An award may be made on the basis of a prior bid or on the basis of a last price, if the conditions of a previous purchase are the same.

- (F) LETTER QUOTATION - Letter quotation is an informal, written offer made to the District by a vendor.
- (2) Formal bidding shall be used by the District when economies of scale can be achieved or when there are equal or competitive products and also when discounts are applicable.
- (3) Where federal money will fund all or part of the goods/services that will be purchased the proposals, bids or other documents prepared, shall include the following information: 1) the percentage of the total costs of the goods or services which will be financed with federal funds; 2) the dollar amount of federal funds for the goods or services; and 3) the percentage and dollar amount of the total costs of the goods or services that will be financed by non-governmental sources (per Public Notification Requirement Appropriation Laws).
- (4) In all cases in which written specifications are prepared and submitted for public bid and a trade name is specified, the specifications shall contain the phrase "or equivalent" and the bidder shall be allowed to bid upon such. The Director of Administrative Services shall determine whether the proposed alternative is equivalent.
- (5) The District reserves the right to accept one part of a bid and reject another, and to waive technical defects, if to do so best serves the interests of the District.
- (6) Subject to other provisions of District policy, a bid will be awarded to the bidders offering the best value for quality goods and services. The following may be considered in determining the bid that provides the best value: bid price, proven cost-effectiveness, extended warranty, extended quality discount, esthetic value, expedient delivery of goods or services or other features of sufficient value.
- (7) The preparation of detail specifications may be waived by the APCO if any of the following circumstances are present:
  - (A) Public health or property may be endangered by delay.
  - (B) Cost of labor will exceed savings.
  - (C) Required dates cannot be met.
  - (D) Monopoly/single source items are required.
  - (E) Prior experience has proven that a particular material, type of equipment, supplies or service is more economical to the District.
  - (F) The cost to prepare detailed plans/specifications or bids will exceed possible savings that could be derived from such plans/specifications or bids.
  - (G) Emergency purchases.
  - (H) Value of contract is less than \$25,000.
- (b) SERVICES OF CONSULTANTS.
  - (1) Consultant Selection Policy
    - (A) Due to the nature of the work to be performed or the level of staffing required, it may, from time to time, be necessary to utilize the services of outside consultants who are not employees of the District.

- (B) It is the policy of the District in the selection of any required outside consultants to encourage participation of minority, women and/or disadvantaged business enterprises in the bidding process in accordance with Section II-4.4 to the extent allowable by law.
  - (C) Prior to release of a request for consulting services, the following shall be prepared:
    - (i) A statement of the work to be performed,
    - (ii) A statement of the qualifications of persons necessary to perform the requested work, which can include a specification of experience/education/training in general or specific fields; and
    - (iii) An assessment of the resources needed to carry out the project, i.e. capital equipment or supplies.
  - (D) Determination of Provider Services
 

Based on an evaluation of the information prepared according to Section II-4.6 (b)(1)(C), and any other information gathered, the APCO or designee shall evaluate the ability of staff to perform all or part of the work. If it is determined that all or part of the work should be performed by an outside consultant, the APCO shall determine if the work should be performed by sole source or whether it should be performed after a bid solicitation and award.
  - (E) Contracts for temporary employment services or consultant services shall meet the requirement of the District Purchasing Policy.
- (c) BID SOLICITATION.
- (1) For all contracts for goods or services with a value of \$70,000 or greater, the following documents shall be prepared as required by the person(s) designated by the APCO.
    - (A) Instructions to Bidders (for written bids)
    - (B) Proposal Submittal Requirements
    - (C) Draft contract, including all terms and conditions of the work to be performed, and
    - (D) A list of potential bidders
  - (2) The following steps will be followed to identify potential bidders for all contracts for goods or services with a value of \$40,000 or more, but less than \$70,000.
    - (A) All qualified suppliers of the required goods or services with outlets in the Bay Area shall be contacted (in the case of informal or telephone bids); or
    - (B) At least one supplier of the required goods or services in each of the Bay Area counties shall be contacted (in the case of informal or telephone bids); or
    - (C) The steps listed in Section (3) shall be followed.
  - (3) The following steps will be followed to identify potential bidders for all contracts for goods or services with a value of \$70,000 or more.

- (A) Bids shall be solicited by any method as allowed in Section 4.6 (a) on purchases of services, materials or supplies excluding scientific and technical equipment and services uniquely available from a sole source. Where all sources of such services, materials or supplies in the Bay Area are known, bids may be requested from such sources by all means when it is deemed by the APCO or designee to be in the best interest of the District.
- (4) The APCO may waive the provisions of this section or award a sole-source bid if:
  - (A) The cost of labor for preparation of the documents exceeds the possible savings that could be derived from such detailed documents; or
  - (B) Public health or property may be endangered by delay; or
  - (C) Prior experience has shown that the desired services are only available from the sole-source; or
  - (D) Other circumstances exist which require such waiver in the satisfactory interests of the District.
- (d) BID AWARD.
  - (1) Prior to accepting a bid that is not the lowest of three qualified and responsive bids, other qualified and responsive bidders will be provided with an opportunity to match the additional features provided in the bid of highest value. These bidders will be provided with a list of the features, but not the price.
  - (2) The requesting staff person shall present to the APCO their evaluation of the bids and a recommendation for the award. Upon approval of the recommendation, staff shall negotiate an agreement and prepare it for the APCO's signature.
  - (3) If the APCO determines that no bidder could satisfactorily serve the interests of the District, the APCO may decline to make an award.
  - (4) The District reserves the right to have an Evaluation Panel comprised of District employees to review and analyze the bids and offer a recommendation of acceptance of a bid to the Director of Administrative Services. Upon review of the recommendation of the panel, the Director may accept or reject the recommendation of the panel. If accepted, the Director will recommend award of the bid to the APCO for his review/approval. If the recommendation of the panel is rejected by the Director of Administrative Services, the panel will reconvene to review the bids further.
  - (5) Further renewal of any contract that has been awarded for two consecutive years without competitive bid shall require APCO or Board approval depending upon authorization of the contract to be extended. Service contracts with the original manufacturer of equipment or software are exempt from this requirement.
  - (6) The District shall rebid a contract for financial auditing services every five years.

## SECTION 5 ALLOWABLE EXPENSES

### 5.1 DIRECTOR TRAVEL EXPENSES. (REVISED 12/15/21)

Board Members are entitled to receive reimbursement for actual and necessary expenditures incurred in connection with the performance of their official duties for the Bay Area Air Quality Management District (BAAQMD). The guiding principle of this policy is that travel and expenditures incurred on behalf of BAAQMD must be in the public interest. This document establishes guidelines for expenditures authorized as business expenditures and business travel expenditures incurred by BAAQMD Board Members.

#### **a) General Procedures and Responsibilities**

All travel for BAAQMD Board Members must be justified business travel (Section j) and must be preapproved in accordance with the Administrative Code to be eligible for reimbursement. For all in-state travel, the Chair may authorize Board Member travel on behalf of BAAQMD. For all out-of-state travel, including international travel, the Administration Committee must authorize Board Member travel on behalf of BAAQMD prior to travel. In the case of an unexpected or urgent need to travel on BAAQMD business, a Board Member may obtain the approval of the Chair, in writing, before the expenditures are incurred. Such approval must be reported to and ratified by the Administration Committee at the committee's next meeting.

Board Members will be reimbursed for all reasonable and necessary expenditures while traveling on authorized agency business. Expenditures should be paid with a personal credit card or cash. Advances are not allowed. A list of non-reimbursable expenditures is included in Section j. Actual receipts are almost always required except where otherwise stated in this Policy.

When a Board Member combines business and personal travel on a business trip, the Board Member will be responsible for the additional charges related to the personal travel. Only Board Member's direct travel expenditures are eligible for reimbursement. BAAQMD is unable to provide reimbursement for travel expenditures incurred by a spouse or any another individual traveling with the Board Member.

Requests for reimbursement of expenditures must be submitted on the authorized BAAQMD Expense Reimbursement Form within 30 calendar days after the conclusion of the trip. Receipts must be provided for all expenditures (other than incidentals that typically do not result in a receipt such as tips). Any reimbursement or payment issued by BAAQMD which is subsequently refunded to the traveler by a third party must be repaid to BAAQMD within 30 calendar days of receipt.

Only the Executive Director can override and approve specific cost items that would otherwise be ineligible for reimbursement under this Travel and Expenditure Policy, and only when it is in the best interests of BAAQMD to do so. Any Board Member reimbursement that requires the waiver of this policy by the Executive Director for approval will be brought back to the Administration Committee for informational purposes.

Expenditure reimbursement documents will be audited from time to time and are considered public records subject to disclosure under the California Public Records Act.

Any Board Member authorized to travel on behalf of BAAQMD pursuant to this section shall provide a brief, written report on their travel on the Board Member Travel Report Back Form. The Chair may also request that Board Members who represent BAAQMD at meetings, conferences, or other events provide an oral report on their participation and experience to the Board.



### **b) Board Member Selection for Attendance**

The Chair shall nominate for approval by the Administration Committee, Board Members for out-of-state and international travel to attend conferences, conventions, legislative advocacy trips and other forms of reimbursable travel covered by this policy. In making such nominations, the Chair shall solicit the interest of Board Members and consult with the Executive Director and any other relevant BAAQMD staff to ensure compliance with this policy.

The Chair, Vice Chair or Secretary shall have priority to represent BAAQMD at any event where attendance is limited or capped due to cost or capacity. In considering which other Board Members may be selected for travel, or who shall represent BAAQMD in the stead of the Executive Officers, the Chair shall consider, at a minimum, all the following:

- The history of attendance and participation by Board Members at regular BAAQMD Board and Committee Meetings
- The length of service on the Board by a Board Member
- The prior opportunities to travel and represent BAAQMD by Board Members
- The relevance or appropriateness of Board Members' committee assignments to the nature and purpose for the travel
- Opportunities for the professional growth or development of new Board Members
- The relevance and purpose of a meeting or agenda to the home jurisdiction of Board Members
- Equitable considerations that would elevate or include the voices of marginalized members of the Bay Area.

Additionally, the Chair shall have the authority to recommend non-Board Members for inclusion in BAAQMD-related travel. In making such a recommendation, the Chair shall demonstrate how and why the recommendation fulfills the mission of BAAQMD and is consistent with the goals of the Board and agency.

### **c) Conferences/Conventions**

Registration fees for conferences and conventions are reimbursable for Board Members if the conference or convention is directly related to the mission of BAAQMD, the Board Member is attending as a representative of BAAQMD and the Board Member received preapproval from the Administration Committee.

### **d) Air Travel**

Board Members flying on business should make reservations as early as possible to minimize costs.

For domestic air travel with a flight duration of four hours or less, airfare should be purchased for coach/economy seats only, at the lowest cost possible which provides a practical flight itinerary and meets the requirements of the trip. First and business class airfare is not a reimbursable expenditure, nor are upgrades from the lowest coach/economy fare to "economy plus" seats (or equivalent), or to first or business class. If a Board Member purchases a first or business class ticket, he/she will be reimbursed for the lowest available coach/economy fare only.

For domestic air travel with a flight duration of more than four hours, as well as for international travel, airfare may be purchased at the "economy plus" fare/seats. First and business class airfare is not a reimbursable expenditure, nor are upgrades to first or business

class. If a Board Member purchases a first or business class ticket, he/she will be reimbursed for the lowest available “economy plus” fare only.

Board Members will be reimbursed for regular baggage fees charged pursuant to applicable airline policy. Excess baggage charges will be reimbursed only when the Board Member is traveling with heavy or bulky materials or equipment necessary for BAAQMD business.

**e) Hotel Accommodations**

When making hotel reservations, Board Members must use the approved Per Diem Rates for lodging located on the General Services Administration (GSA) website, [www.gsa.gov](http://www.gsa.gov) for the location of the stay plus 25%, to determine the maximum hotel accommodation expenditure that BAAQMD will reimburse per night, plus any applicable taxes.

Board Members should use hotels where government rates are available. Hotels that subscribe to a “green” standard must be utilized where available.

If the hotel stay is in connection with a conference or training activity, the cost should not exceed the maximum group rate published by the conference or activity sponsor. Inquiries should always be made about any special rates or discounts available to BAAQMD by the hotel, such as governmental rates, to get the best rate possible.

If accommodations are shared with individuals who are not traveling on BAAQMD business, the Board Member is responsible for the payment of any rate difference between the single occupancy room rate and actual rate incurred.

Resort or facility use fees imposed by the hotel, such as fitness center fees and internet connection fees and business center charges incurred for performing BAAQMD work, are allowable as reimbursable business-related expenditures.

Hotel self-parking fees are also allowable as reimbursable business-related expenditures, however, the cost of parking at the hotel should be considered when deciding whether to rent a vehicle or use public transportation (see Transportation discussion below). Valet parking fees will not be reimbursed.

**f) Rental Vehicles**

Reimbursement for rental of cars or other vehicles while traveling on BAAQMD business is limited to those circumstances where the need for a vehicle for business purposes is expected to be extensive, or the use of taxi services or public transportation would not be economical or practical. Board Members who operate vehicles on BAAQMD business must have a valid driver’s license and proof of insurance in their possession and must also have a good driving record.

In the event a rental vehicle is required, BAAQMD will reimburse for a “Standard Class” size vehicle or alternative fuel vehicle, except when there are justifiable circumstances, such as group requirements, which make a larger vehicle necessary. The use of alternative fuel vehicles should, when available, should be used, even if the cost triggers a surcharge or exceeds the cost of a non-alternative fuel vehicle.

BAAQMD holds liability insurance to cover third parties in case a Board Member injures someone or causes property damage to another vehicle while renting a car or driving his/her own personal vehicle while engaging in BAAQMD business. Accordingly, rental car insurance is not an allowable reimbursable expenditure.

Rental cars should be returned with a full tank of gas to avoid refueling fees. The cost of gas for rental cars is an allowable expenditure under this policy.

**g) Meals While Traveling**

One-Day Travel – meals are NOT an allowable reimbursable expenditure for one-day travel unless such travel is more than 25 miles one way from either the Bay Area Metro Center or the Board Member’s personal residence.

Multiple-Day Travel – meals will be reimbursed at the lesser of:

- i) Actual reasonable cost (including applicable taxes and reasonable tip), or
- ii) The Per Diem Rates for meals located on the GSA website, [www.gsa.gov](http://www.gsa.gov) for the location of the stay plus 25%. Note that separate rates are provided for Breakfast, Lunch and Dinner. For travel days where a Board Member has traveled more than 12 hours but less than 24 hours, the Per Diem Rate shall be 75% of the GSA rate for the destination.

If the actual cost method is used, an original itemized receipt must be submitted with the expense report form. If meals are provided by an event or conference the cost for which is paid by BAAQMD, then no separate reimbursement is allowed for that meal. A Board Member who pays the bill for a meal attended by more than one Board Member or BAAQMD employee may submit the expenditure with receipt for the combined meal cost, but all attendees’ names must be included on the expense report form. Only costs related to Board Members and BAAQMD employees’ meals are eligible for reimbursement. Costs incurred for any other person at such a meal (including applicable taxes and appropriate allocation of any tip) must be deducted from the amount of the requested reimbursement.

Board Members who claim the allowable Per Diem Rate from the GSA website should print the page for the location of the meeting or conference from the website to attach to their expense report form. In addition, they should retain their actual receipts to substantiate out-of-pocket expenses in the event of an audit by the State or IRS.

Alcoholic beverages are not a reimbursable expenditure. Alcoholic beverages may appear on the itemized receipt for a meal, but the charge (including applicable taxes and appropriate allocation of any tip) must be deducted from the amount of the requested reimbursement.

Entertainment expenditures are not considered reimbursable expenditures. This includes, but is not limited to, meals unrelated to BAAQMD business, movies, shows, etc...

**h) Other Meals**

Expenditures for business meals other than meals during travel, such as meals with other elected officials where BAAQMD business is discussed, must be preapproved by the Executive Director. To obtain reimbursement for such expenditures, the following documentation is required and must be recorded on the expense report form or backup documentation:

- i. Names of individuals present along with their titles and affiliation,
- ii. Name and location of where the meal took place,
- iii. Exact amount and date of the expenditure, and
- iv. Specific BAAQMD-related topics discussed.

**i) Miscellaneous Travel Expenditures**

Ordinary, reasonable, and necessary miscellaneous expenditures are reimbursable at actual cost when accompanied by itemized receipts and justification for the expenditures including WiFi, phone, fax, and similar expenses.

In-flight phones and WiFi services should be used only in emergency situations.

Tipping – reasonable and customary tipping rates are reimbursable. In the US 15-20% gratuity on meals, up to a \$3 baggage handling gratuity and up to \$5 per day housekeeping

gratuities are considered reasonable and are allowable. (Receipts for baggage and housekeeping gratuities are not required for reimbursement.)

Transportation – Fares and expenditures for taxis, shuttles, buses, BART, or other public transportation (including Uber, Lyft or similar services) are reimbursable when incurred for BAAQMD business. Receipts should be obtained whenever possible, but expenditures are still eligible for reimbursement when a receipt is unavailable. If a receipt is not available, a printout from the transportation agency showing the fare must be submitted for reimbursement. For example: a printout from the BART website showing the total fare for the trip taken. Board Members should apply prudent business judgment in determining the means of transportation to use.

Personal/Private Vehicle Usage – Board Member’s use of a personal/private vehicle is reimbursable at the mileage rate established by the IRS which can be found at [www.irs.gov](http://www.irs.gov). Details on the date of travel, starting and ending destinations, purpose of travel, miles driven, tolls and parking costs (receipt required when possible) incurred must be provided on the expense report form. A printout from a map website such as Google Maps should be used to determine the total miles driven and must be submitted with the expense report form. Board Members who operate vehicles on BAAQMD business must have a valid driver’s license and proof of insurance in their possession, and a good driving record.

**j) Justified BAAQMD Travel**

Justified BAAQMD travel trips include but are not limited to:

- Attending meetings with local representatives in Sacramento or Washington DC or Sacramento with BAAQMD Staff for legislative advocacy purposes.
- Attending the AWMA Conference as a BAAQMD representative
- Attending other air quality-related conferences as a BAAQMD representative
- Attending the annual COP Climate Conference as a BAAQMD representative

NOTE: Justified travel is not limited to the list provided above. This list is provided for reference purposes only and includes the most common examples of justified travel. All trips must be preapproved, regardless of whether they are included on this list.

**k) Non-Reimbursable Expenditures**

Non-reimbursable expenditures include but are not limited to:

- Airfare upgrades or rental car upgrades
- Air phone charges (except in emergencies)
- Alcoholic beverages
- Business class airfare
- Entertainment expenditures
- Expenditures incurred by/for spouses or other travel companions
- Expenditures related to personal days while on business trip
- First class airfare
- Interest incurred on credit cards
- Loss due to theft of cash or personal property
- Lost baggage or briefcase
- Meeting room rentals (when not for BAAQMD business)

- “No show” charges for hotel or car service
- Optional travel or baggage insurance
- Parking or traffic tickets or fines
- Personal items
- Reading material such as magazines, books and newspapers
- Rental car insurance
- Valet parking fees

NOTE: Non-reimbursable expenditures are not limited to the list provided above. This list is provided for reference purposes only.

**l) Forms**

The Travel and Expense Reimbursement Forms and Board Member Travel Report Back Form are kept by the Clerk of the Board.

**5.2 DIRECTOR PER DIEM MEAL EXPENSES.**

The Board of Directors is authorized to include meals in their expenses, when such expenses occur as a result of attendance at Board, committee or other authorized functions and provided that receipts are presented as required by Section II-5.6.

**5.3 INCIDENTAL EXPENSES OF DIRECTORS AND APCO.**

Actual and necessary incidental expenses in attendance at other meetings or on direction of the Board or Chairperson of the Board, or in conference on District business with qualified persons, shall be allowed to the Board of Directors and the APCO.

**5.4 EMPLOYEE EXPENSES.**

Employees shall be reimbursed for actual and necessary expenses, including meals, incurred by them in the performance of their duties provided that receipts are presented as required by Section II-5.6.

- (a) Employees shall be reimbursed for mileage at the rate per mile allowed by the Internal Revenue Service each year, plus necessary bridge tolls and parking charges. Mileage will ordinarily be computed from the District, except when an employee leaves from a location nearer the destination.
- (b) Travel of employees outside the District area on official business shall be at the direction of the APCO or his designee and with prior specific approval. The APCO shall approve out-of-state travel only after determining that there is no acceptable, lower cost alternative to the travel. Travel outside of-the state must be reported to the Board of Directors at the next regularly scheduled meeting.
- (c) Employees attending meetings, hearings, or conferences with qualified persons at the direction of the APCO in an official capacity will be allowed actual and necessary incidental expenses incurred in connection with such attendance, and shall submit travel requests on appropriate forms.

**5.5 TRAVEL REPORTS.**

Upon request by the APCO or supervisor, it shall be the duty of any assistant, deputy or employee whose duty it has been made to attend a conference or meeting outside of the District to file a reasonably complete report with the APCO.

**5.6 RECEIPTS FOR EXPENSES. (Revised 1/18/12)**

Vouchers or receipts shall be presented to the Director of Administrative Services for all necessary and incidental expenses over \$10.00 such as parking charges and fuel costs. However, vouchers or receipts need not be presented for meal expenses and hotel accommodations. Employees will be reimbursed for meal expenses and hotel accommodations using the applicable General Services Administration rate.

**5.7 TRAVEL EXPENSE ADVANCES.**

Advance payment for travel expenses may be authorized by the APCO to cover expenses which will be incurred by District personnel on approved travel. Such payments may include costs of transportation and other anticipated major expenses.

# Division III

## Personnel Policies & Procedures

### SECTION 1 GENERAL POLICIES

The personnel policy of the Bay Area Air Quality Management District is to ensure District employees of uniform procedures for handling personnel matters and to maintain the efficiency of the District's operations through the employment of competent persons. The District seeks to provide working conditions that will be conducive to good morale.

This personnel policy is applicable to all employees of the District. However, some items herein may be superseded by provisions of the Memorandum of Understanding in effect between the District and the Employees' Association. Unless specifically made applicable to all employees by a resolution of the Board of Directors, conflicting provisions in the MOU will apply only to those persons in the representation units encompassed by the Employees' Association.

The personnel policies and procedures of the District are patterned after the State of California's Rules and Regulations.

The responsibility and authority for setting personnel policy and procedures are vested in the Board of Directors. The Personnel Committee of the Board is responsible for receiving recommendations from staff and other sources concerning policy and practices and making recommendations to the Board of Directors.

The responsibility and authority for the administration of the policy and procedures are vested in the APCO.

#### 1.1 Representation Units

The staff of the District are represented by one of the following four Representation Units: Technical/General, Professional, Confidential or Management. The Technical/General Unit includes those employees identified as members of the Clerical and Technical classes except for those employees included in the Confidential Unit. The Professional Unit include those employees identified as members of the Professional classes. The Confidential Unit include those employees identified as members of the Legal Services class, the Personnel class and Executive Secretaries. The Management Unit include those employees identified as members of the Management classes. The above mentioned classes are described in Section III-5.7.

### SECTION 2 EQUAL EMPLOYMENT OPPORTUNITY POLICY (REVISED 4/10/14)

The Board of Directors of the Bay Area Air Quality Management District affirms its policy to provide equal employment opportunities for all persons to be recruited, employed, placed, selected for training, trained, evaluated, promoted, demoted, laid off, terminated, compensated, assigned work and otherwise treated without regard to race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age or sexual orientation.

The District is committed to maintaining a meaningful Equal Employment Opportunity Plan. It is the responsibility of the Human Resources Office, under the direction of the Director of Administrative Services and under the general direction of the Executive Officer/Air Pollution Control Officer, to ensure the spirit and intent of the Equal Employment Opportunity Plan is carried out.

**2.1 OBJECTIVES. (Revised 4/10/2014)**

- (a) The District will insure that each employee and applicant is afforded an equal opportunity in all aspects of the employment process without regard to race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age or sexual orientation.
- (b) The District will analyze its work force and the population of the Bay Area.
- (c) The District will focus its equal opportunity efforts on enhanced outreach and training programs.
- (d) The District will establish and administer programs for employment, training and promotion of all employees without regard to race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age or sexual orientation.
- (e) The District will be responsible for Equal Employment Opportunity Plan and designate an Equal Employment Opportunity Officer.
- (f) The District is committed to making a good faith effort to successfully achieve Equal Employment Opportunity.
- (g) Sexual harassment is contrary to basic standards of conduct between individuals and is prohibited by EEOC regulations. The District will therefore insure that the workplace is free from sexual harassment. Sexual harassment is defined in EEOC regulations, and includes, but is not limited to, the following: unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when such conduct is made explicitly or implicitly a term or condition of employment, is used as a basis for employment decisions, or has the purpose or effect of interfering with work performance or creating an otherwise offensive working environment.
- (h) The District will insure that no qualified person will be discriminated against on the basis of a disability. All qualified persons that can perform the essential functions of the job, with or without reasonable accommodation that does not create "undue hardship" for the District, shall be provided an equal opportunity for employment and promotion. All terms used in this section are defined in the regulations implementing the Federal Americans with Disabilities Act.

**2.2 RESPONSIBILITY FOR EQUAL EMPLOYMENT OPPORTUNITY. (Revised 10/5/11)**

- (a) The Air Pollution Control Officer of the District has the overall responsibility to the Board of Directors for actions by the staff in planning, coordinating, implementing, evaluating and reporting on all phases of the Equal Employment Opportunity Plan.
- (b) The responsibilities of the Equal Employment Opportunity Officer are listed in the Equal Employment Opportunity Plan.

**2.3 DISCRIMINATION COMPLAINT PROCEDURE (Revised 4/10/2014)**

Unlawful discrimination refers to discrimination based on race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age, or sexual orientation.

An employee or group of employees who believes an incident involving a violation of the District's equal employment opportunity policy has arisen, may submit the complaint (in writing) to the Equal Employment Opportunity Officer.

STEP 1 The written complaint must be received by the Equal Employment Opportunity Officer within 30 days of the alleged discrimination and

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PERSONNEL POLICIES & PROCEDURES



must specify the particulars of the alleged discrimination, including specific acts and/or statements. Although the specific act must have occurred within 30 days, supplementary or background information supporting the complaint may be included. If a complaint is received in an incomplete form, the Equal Employment Opportunity Officer will advise the complainant that help in its preparation can be arranged. A group of employees filing at the same time must allege acts of similar nature to be considered for class action.

STEP 2 The Equal Employment Opportunity Officer will evaluate the complaint and, if necessary, conduct an investigation.

STEP 3 Discrimination complaints found by the Equal Employment Opportunity Officer to be valid will be forwarded to the APCO for appropriate action. Complaints found by the Equal Employment Opportunity Officer to be invalid may be appealed to the APCO within ten (10) working days of the Equal Employment Opportunity Officer's decision. Any complaint decision forwarded or appealed to the APCO shall be acted upon within ten (10) working days of receipt.

## **SECTION 3 RIGHTS AND OBLIGATIONS**

### **3.1 MANAGEMENT RIGHTS.**

The rights of the District management include, but are not limited to, the exclusive right to, subject to the provisions of the Memorandum of Understanding and consistent with applicable laws and regulations:

- (a) Determine the mission of its constituent departments, boards, and staff committees.
- (b) Set standards of service.
- (c) Determine the procedures and standards of selection for re-employment and promotion.
- (d) Hire, promote, transfer, assign, retain in position, direct, or take other non-disciplinary action toward its employees and to relieve them from duty because of lack of work or for other legitimate reasons.
- (e) Maintain the efficiency of all operations and exercise complete control and discretion over its organization and the technology of performing its work.
- (f) Determine the methods, means and personnel by which District operations are to be conducted.
- (g) Determine the content of job classifications.
- (h) Take all necessary actions to carry out its mission in emergencies.

### **3.2 EMPLOYEE RIGHTS.**

- (a) The rights of employees of the District include, but are not limited to, the right to, subject to the provisions of this agreement and consistent with applicable laws and regulations:
  - (1) Form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matter of employer-employee relations.
  - (2) Refuse to join or participate in the activities of any employee organizations.

- (3) Represent themselves individually in their employment relations with the District.
- (b) The scope of representation by the Association shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order. This subsection parallels Sec. 3504 of the Meyers-Milias-Brown Act and will automatically be amended to reflect any amendment to or replacement of said statutory section on the effective date of any such change.
- (c) The District and the Association shall not interfere with, intimidate, restrain, coerce, or discriminate against employees because of their exercise of these rights.
- (d) Any matter which is within the scope of the Meyers-Milias-Brown Act and is within the scope of the Memorandum of Understanding that the District acts upon without meeting and conferring shall be null and void.

**3.3**

**DISCIPLINARY ACTION AND RIGHT OF APPEAL.**

- (a) Except for individuals in classifications which serve at the pleasure of the Board of Directors or the District Counsel (see Section III-3.3(c), below), The APCO shall have the right, for due cause, to demote, dismiss, reduce in pay, or suspend without pay any employee. Notice of such action must be in writing and served on such employee by personal service, by email at the address on file with the District, or by first class U.S. mail (or equivalent). Except for individuals serving in the classifications listed in subsection (c), below, the notice will state the action to be taken and contain the reasons for such action.
- (b) Except as provided herein, employees, as defined in Section I, Definitions, shall have the right to appeal the disciplinary action, through the grievance procedure defined in Section III-4.
- (c) The following individuals shall serve at the will of the appointing authority and shall not have any right to appeal any disciplinary action through the grievance procedure defined in Section III-4, regardless of whether they held a prior position in the District. Individuals appointed to the classifications identified below may also be subject to a fixed term of employment and the incumbent will be separated at the expiration of that term (unless said term is extended by the identified appointing authority). Individuals appointed to the classifications identified below are not subject to a probationary period pursuant to Section III-7.3. Likewise, individuals appointed to the classifications identified below are not subject to the Layoff and Recall provisions of Section III-9.3
  - (1) Any individual appointed by the Board of Directors and employed under an employment contract, including the Executive Officer/APCO and District Counsel;
  - (2) Any individual appointed by the Executive Officer to the classification of Chief Operating Officer, who shall serve at the pleasure of the Executive Officer/APCO
  - (3) Any individual appointed by the Executive Officer to the classification of Deputy Executive Officer after January 1, 2023, shall serve at the pleasure of the Executive Officer/APCO;
  - (4) Any individual appointed by the District Counsel to the classification of Senior Assistant Counsel, who shall serve at the pleasure of the District Counsel; and

(5) Limited Term employees.

- (d) Notwithstanding Section 3.3(c), any existing District employee who is appointed to the Deputy Executive Officer or Senior Assistant Counsel classification after January 1, 2023, but prior to January 1, 2024, shall be entitled to return to a vacant position in the last classification they held prior to their appointment to the Deputy Executive Officer or Senior Assistant Counsel classification, and at the same salary step they held prior to their appointment to their appointment to the Deputy Executive Officer or Senior Assistant Counsel classification. Reinstatement to the vacant position shall occur upon the termination of their appointment to the Deputy Executive Officer or Senior Assistant Counsel classification, whether that occurs (1) at the end of a specified term, (2) due to their voluntary request to vacate the classification, or (3) at the discretion of the District Counsel or Executive Officer/APCO.
- (1) For a Deputy Executive Officer, if no vacant position exists in the employee's previously-held classification, the employee shall be offered alternate employment by the District. The form of alternate employment shall be at the discretion of the Executive Officer but may include a vacant position in any classification for which they meet the minimum qualifications as determined by the Executive Officer, reclassification of an existing position, or creation of a new position. Alternatively, the Executive Officer/APCO may reclassify a Deputy Executive Officer position to a lower classification. Employees under this provision will be placed at the salary step closest to the current pay for the salary prior to their appointment to the Deputy Executive Officer classification. If the top step of the salary range for the employee's new position is lower than the current pay for the salary the current pay for the prior to their appointment to the Deputy Executive Officer classification, the employee's salary will be Y-rated at the current pay for the salary step they held prior to their appointment to the Deputy Executive Officer classification, without the need for additional Board approval under Section III-6.5.
  - (2) For a Senior Assistant Counsel, if no vacant Assistant Counsel position exists, the District Counsel shall reclassify the Senior Assistant Counsel position to Assistant Counsel, and reclassify an existing Assistant Counsel position to Senior Assistant Counsel. In the event of reclassification of a Senior Assistant Counsel under this paragraph, the reclassified Senior Assistant Counsel will be placed at the Assistant Counsel salary step they occupied prior to appointment to the Senior Assistant Counsel classification.
  - (3) Employees who have not completed probation prior to being appointed to the Deputy Executive Officer or Senior Assistant Counsel classification will be required to complete probation in their reinstated position after reinstatement and will have only those rights accorded probationary employees by these rules.
  - (4) Employees appointed pursuant to this Section III-3.3(d) are subject to discipline up to and including suspension while in the classification of Deputy Executive Officer or Senior Assistant Counsel without appeal. However, if the District seeks to terminate an individual who had already passed probation in a District classification with appeal rights, the individual will first be removed from the Deputy Executive Officer or Senior Assistant Counsel classification and reinstated to another classification as provided in Section III-3.3(d)(1) or III-3.3(d)(2), above. The District may then initiate disciplinary proceedings up to and including termination and the employee may appeal that termination pursuant to the grievance procedure defined in Section III- 4. The discipline may be based in whole or in part on conduct which occurred in the Deputy Executive Officer or

Senior Assistant Counsel classification. However, any reinstatement would be to the employee's current (civil service) classification. Discipline imposed on an employee in a Deputy Executive Officer or Senior Assistant Counsel classification may be used for purposes of progressive discipline.

**3.4 OATH OF ALLEGIANCE.**

Employees of the District will sign an oath of allegiance as required by the laws of the State of California.

**3.5 PHYSICAL EXAMINATIONS.**

A physical examination or a personal statement of good health may be required by the District after an employment offer has been made.

**3.6 SEXUAL HARASSMENT AND OTHER UNACCEPTABLE CONDUCT.**

In order to ensure a work environment that is free from all forms of unlawful discrimination or harassment, the following kinds of conduct, as defined by the Federal Equal Employment Opportunity Commission (EEOC), are prohibited:

"Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment."

The regulations of the California Fair Employment and Housing Commission also define harassment broadly to include:

- (a) Verbal harassment, e.g., epithets, derogatory comments or slurs (on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age, or sexual orientation);
- (b) Physical harassment, e.g., assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual (on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age, or sexual orientation);
- (c) Visual forms of harassment, e.g., derogatory posters, cartoons, or drawings on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age, or sexual orientation;

**3.7 EMPLOYEES' TIME OFF TO VOTE.**

Employees who wish to vote in the national and state elections may claim time off to vote under the provisions of the State Election Code, Section 14350:

"If a voter does not have sufficient time outside of working hours to vote at a statewide election, the voter may, without loss of pay, take off enough working time which when added to the voting time available outside of working hours will enable the voter to vote.

No more than two hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, unless otherwise mutually agreed.

If the employee on the third working day prior to the day of election knows or has reason to believe that time off will be necessary to be able to vote on election day, the employee shall give the employer at least two working days' notice that time off for voting is desired, in accordance with the provision of this section."

**3.8 DRUG-FREE WORKPLACE.**

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance on District premises or while conducting District business off-premises is prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.

The District recognizes drug dependency as an illness and a major health problem. Employees needing help in dealing with such problems are encouraged to use the District's employee assistance referral program and health insurance plans, as appropriate. Conscientious efforts to seek such help will not jeopardize any employee's job, and will not be noted in any personnel record.

Employees must, as a condition of employment, abide by the terms of the above policy and report any conviction under a criminal drug statute for violations occurring on or off District premises while conducting District business. A report of the conviction must be made within five (5) days of the conviction.

**3.9 SAFETY**

The District subscribes to and fully supports the purpose, principles, and intent of the Occupational Safety and Health Act of 1970 and complies with all applicable Federal and State laws which relate to health and safety. The District has established a Safety Committee to assist in compliance with the Act. The Safety Committee shall be comprised of two members of District management and three members chosen by the Association, with at least one from each unit, and the members shall choose a chairperson from its members to serve a term of one year. The Personnel manager shall serve as an ex-officio member.

The Safety Committee shall make inspections of the work place as needed. They will meet once every two months to discuss safety matters, including serious accidents and accidents which result in lost time as soon after the occurrence as practical. The Committee shall provide a summary of the meeting and accident findings to the APCO. The APCO shall respond to the Safety Committee's recommendations within ten (10) working days.

Employees shall report unsafe working conditions to their immediate supervisor and may report these conditions to the Safety Committee.

**3.10 WORKPLACE VIOLENCE**

The District is committed to providing a safe workplace for all employees, which includes preventing workplace violence. In order to achieve this objective, the cooperation of employees and their supervisors is critical. Both employees and supervisors should be aware of early warning signs of potentially violent situations and how to respond. Threatening words or actions should be treated seriously. In the event that a violent or potentially violent situation does arise, the following steps are to be followed:

- (a) If there is an immediate threat to the personal safety of an employee in the field, the employee shall contact local law enforcement authorities as soon as possible. The employee shall thereafter contact his or her immediate supervisor and Division Director and shall completely describe the situation.
- (b) If there is an immediate threat to the personal safety of an employee in the District offices, the employee shall contact District security by dialing 5158, or if there is no answer after two rings, by dialing 0 and asking the operator to send District security to

the employee's work area. The employee shall thereafter contact his or her immediate supervisor and Division Director and shall completely describe the situation.

- (c) As soon as possible after any such incident, the employee shall complete a Critical Incident Report. All such reports shall be routed to the District Legal Division and to the Personnel Section of the Administrative Division through the APCO. The Personnel Section shall maintain a Critical Incident Log of all such reports. The Legal Division shall review each such incident and shall make a formal recommendation to the APCO regarding further action to be taken.
- (d) Within one week after receiving the Legal Division's recommendation, the APCO shall prepare a memorandum setting forth the key facts of the incident and the APCO's formal determination of further action to be taken as a consequence of the incident. This memorandum shall be forwarded to the Personnel Section to be maintained as part of the Critical Incident Log and shall be distributed to all Division Directors for dissemination to District employees who might encounter a similar incident in connection with their workplace activities.

### **3.11 SMOKEFREE WORK SITE**

In recognition of the District's leadership role in public health and air quality, and inasmuch as smoking is a leading contributory factor in many causes of death in California, the District hereby adopts a policy that promotes nonsmoking at the work site.

It is the intent of the District to provide a work atmosphere which is as free as is practicable of tobacco use and its undesired effect. This policy is applicable to all District facilities or other areas controlled by the District, whether leased or owned, including space in buildings shared with other agencies or businesses. This policy shall extend to District-owned vehicles unless specifically exempted by the APCO because the vehicle is only used by smokers.

- (a) **DEFINITION:** "Smoking" means inhaling, exhaling, burning, or carrying a lighted cigarette, cigar, pipe, or other lighted smoking equipment for tobacco or any other plant.
- (b) **IMPLEMENTATION:** Smoking is strictly prohibited in the District office and satellite offices except the following designated areas:
  - 1) On the District Office roof area
  - 2) Portals (open to atmosphere) that lead to the rear emergency exit stairwell (however, smoking in the stairwell itself shall always be prohibited)

Designated smoking areas may be redefined if the District finds that smoke from these areas interferes with the health and safety of District employees.

"Smoke breaks" will be permitted at the discretion of the supervisor and the employee, in lieu of regular breaks or rest periods.

- (c) **ADMINISTRATION OF THIS POLICY:** Managers and supervisors are responsible for informing all employees in their charge of the District's smoking policy. All new hires will be advised during orientation to the District.
- (d) **CONFLICT RESOLUTION:** Alleged violations of the policy may be reported through the existing Safety incident report process as specified in the Memorandum of Understanding. Employees violating the policy will be subject to disciplinary measures, including termination of employment.

**3.12 Fraud, Misconduct, and Dishonesty in the Workplace. (Addition 1/02/09)**

- (a) It is the policy of the District to prevent, investigate and correct fraud, misconduct and dishonesty in the workplace.
- (b) No employee shall commit fraud or acts of misconduct or dishonesty against the District or in connection with his or her District employment.
- (c) Fraudulent acts and acts of misconduct and dishonesty in District employment include, but are not necessarily limited to, the following:
  - Forgery or unauthorized alteration of District financial records, including checks and warrants payable to or by the District;
  - Misappropriation of District goods or assets, e.g., furniture, fixtures, equipment, and office supplies;
  - Misappropriation of District funds and securities;
  - Falsification of employee timesheets or District work reports and products;
  - Knowingly false reporting or handling of District funds for financial transactions;
  - Having a personal financial interest in any purchase, sale or contract with a vendor or contractor made by the employee in his or her capacity as a District employee;<sup>1</sup>
  - Unpermitted personal use or receipt of District assets, goods, funds, and services;
  - Unauthorized solicitation or acceptance of, gifts, gratuities, or other consideration from contractors, vendors or consultants providing goods or services to the District;
  - Solicitation of, asking, acceptance of, or agreement to accept any gratuity, gift or other consideration from someone other than the District for performing District employment;<sup>2</sup>
  - Solicitation of, asking, acceptance of, or agreement to accept a bribe for taking action in one's capacity as a District employee in a matter that is pending or that may take place;<sup>3</sup>
  - Knowingly unpermitted disclosure of confidential or proprietary District information to non-District persons and entities;
  - Intentional or negligent, unpermitted destruction or damage of District goods or assets, e.g., furniture, fixtures, equipment, and office supplies;
  - Use of, or being under the influence of, alcohol or illegal drugs in the course of performing District duties and responsibilities; and
  - Willful failure to perform the duties and tasks of one's District employment.

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<sup>1</sup> Cal. Government Code section 1090.

<sup>2</sup> Cal. Penal Code section 70.

<sup>3</sup> Cal. Penal Code section 68.

- (d) Retaliation against an employee who reports reasonable suspicion of the existence or occurrence of an act of fraud, misconduct or dishonesty is prohibited.

## **SECTION 4                    GRIEVANCE PROCEDURE**

### **4.1                    DEFINITION.**

A grievance is an employee claim of (a) an alleged violation, misunderstanding, or misinterpretation of a specific section of the Memorandum of Understanding, or (b) any matter within the scope of the Meyers-Milias-Brown Act, or (c) any disciplinary action or demotion, except for separations covered by Section III-9.3. (Layoff and Recall) or discipline involving individuals appointed to the classifications identified in Section III-3.3(c). The parties recognize that disputes should be resolved expeditiously at the lowest possible administrative level. Herein is a systematic procedure for obtaining consideration of grievances.

### **4.2                    STEPS IN THE GRIEVANCE PROCEDURE.**

**STEP 1.**     An employee who believes he or she has a grievance will first discuss the grievance with his or her immediate supervisor. The employee must report the grievance to the supervisor within ten (10) working days after the occurrence. After meeting with the employee and attempting to resolve the issue, the supervisor will discuss the decision with the employee within ten (10) working days of the submission of the grievance.

**STEP 2.**     If the employee is not satisfied with the decision at STEP 1, the employee may submit the grievance in writing within ten (10) working days to the Division Director. The written grievance will specify the particulars of the matter including specifically citing articles. The Association will be given written notice of grievances taken to STEP 2. The Division Director or a designee will discuss the grievance with the employee, attempting to resolve the issue, and will render a decision to the employee in writing within ten (10) working days of the submission of the grievance.

**STEP 3.**     If the employee is not satisfied with the division's decision, the employee may submit the grievance in writing within ten (10) working days to the Air Pollution Control Officer. The written grievance will specify the same particulars of the matter including specific articles. The Air Pollution Control Officer or designee will discuss the grievance with the employee, attempting to resolve the issue, and will render a decision to the employee in writing within ten (10) working days of the submission of grievance.

**STEP 4.**     If the employee is not satisfied with the Air Pollution Control Officer's decision, the employee may within ten (10) working days request of the APCO that the grievance be heard before an impartial grievance advisor. The written grievance will specify the same particulars of the matter including specific articles. Within ten (10) working days of receipt of such request, the APCO shall notify the appropriate agency with a request that copies of all future correspondence be sent to the grievant or grievant's representative.

The grievance advisor will be selected mutually by the District and the employee. The District and the employee will select a grievance advisor from the American Arbitration Association or the California Conciliation Service, depending on the nature of the grievance. The rules and procedures of the American Arbitration Association or the California Conciliation Service, as



applicable, will prevail, including its procedure for selecting an arbitrator who will serve in the capacity of grievance advisor.

The advisor will render a decision which will not be binding on either party. The grievance advisor will direct the decision to the grievance matter at hand and to the specific articles mentioned therein. Within five (5) working days of receipt of the advisor's decision, the APCO will review the findings and inform the employee of his decision.

The costs incurred for the grievance advisor will be borne equally by both parties to the grievance.

**STEP 5.** If the employee is not satisfied with the APCO's reconsideration, the employee may request the decision be heard by the Personnel Committee of the Board of Directors. The employee will submit the grievance to the Personnel Committee within fifteen (15) working days of the APCO's reconsideration. The Personnel Committee will schedule the grievance hearing within thirty (30) working days and will render a final decision in the matter. The Personnel Committee will consider only the record of the hearing before the grievance advisor and any additional statements which the employee and the APCO may wish to make. Pursuant to Code of Civil Procedure Section 1094.6, any petition for judicial review of the Personnel Committee's decision shall be filed in the appropriate court not later than 90th day following the date on which such final decision is rendered.

#### **4.3 GENERAL PROVISIONS.**

- (a) The time limits specified above may be extended to a definite date by mutual agreement of the employee and level of supervision specified in the steps outlined above.
- (b) Employees will be assured freedom from reprisal for using the grievance procedure.
- (c) Grievances involving disciplinary actions will commence at STEP 2 of the grievance procedure, except discharge cases, which will commence at STEP 3.
- (d) Employees may request the assistance of a steward or another person in preparing and presenting the grievance.
- (e) Failure of the employee to submit the grievance within the time limits of any step of the procedure will constitute a withdrawal of the grievance. Failure of the District to comply with the time limits set forth in this Article shall automatically move the grievance to the next level in the Grievance Procedure.

#### **4.4 ASSOCIATION GRIEVANCE.**

The Association may file a grievance, pursuant to Section III-4.2 above, on an alleged violation, misunderstanding, or misinterpretation of Division III of this Administrative Code or of the Memorandum of Understanding.

#### **4.5 EMPLOYEE GRIEVANCES.**

Employees may file a grievance, pursuant to Section III-4.2 above, regarding any alleged violation, misunderstanding, or misinterpretation of any matter within the scope of the Meyers-Milias-Brown Act which includes, but is not limited to, the following provisions of Division III of this Administrative Code: Overtime; Temporary Disability Leave; Military Leave; Leave Without Pay; Extended Leave of Absence; Jury Duty; and Subpoena as a Witness. Grievances regarding discrimination shall be filed according to the procedures of Section III-5.

**4.6 NOTIFICATION.**

At the time an employee is summoned to a supervisor's office for the purpose of being advised on an imminent disciplinary action, the employee is to be informed as to the purpose of the meeting and of his/hers right to representation. Documents to be used in any disciplinary proceeding against an employee shall include only materials, copies of which have been given to the employee.

**SECTION 5 CLASSIFICATION PLAN**

**5.1 CLASSIFICATION PLAN.**

The District's Classification Plan will include the organization of positions into classes based on the assigned duties, responsibilities and qualifications necessary to successfully perform the work. Maintenance of the plan is the ongoing responsibility of the Personnel Section. The Personnel Section will audit and update the plan as necessary, in order to effectively administer the District's recruitment and selection activities, training program, compensation system, and performance evaluation program.

Recommended changes to the duties of a class shall be submitted to the APCO for approval. The APCO shall submit recommended changes to the qualifications of a class to the Board for approval.

Maintaining the Classification Plan will include the following elements:

- (a) Analyzing and documenting the scope, duties, responsibilities, and job-related qualifications of positions to be classified
- (b) Grouping positions into job classes based on the similarities of work performed and the qualifications required.
- (c) Writing descriptions for each class of positions in order to define the positions and to serve as a guide in allocating and selecting individual positions to job classes.

**5.2 NEW POSITIONS AND RECLASSIFICATIONS.**

Whenever a new position is proposed, or an existing position is recommended for reclassification, the Personnel Section will conduct a job analysis which will include analyzing and documenting the scope, duties, responsibilities, and job-related qualifications of the position to be reclassified.

The Personnel Section will develop a new class description if a position cannot be reasonably grouped into an existing class based on the similarities of work performed and qualifications required.

The Personnel Section shall submit the new class description to the appropriate management staff and the APCO for approval. The APCO shall submit the new or revised class description and the supporting information and analysis to the Board for approval. Class descriptions which have been approved by the Board shall be disseminated to appropriate personnel.

**5.3 CLASSIFICATION STUDIES.**

- (a) The Board or the APCO may require that a salary classification study be conducted to evaluate individual positions or groups of positions, classes, or class series. The District shall not conduct any salary or classification survey affecting wages, hours, or working conditions in any represented classification without meeting and conferring with the Association.

- (b) When the District initiates a classification study affecting all classifications, the District will notify the Employees' Association ten (10) days in advance of a new classification plan becoming effective.
- (c) When the District initiates a modification affecting wages, hours, or working conditions in any represented classification, the District will notify the Employees' Association within ten (10) days or as soon as practicable in advance of such modification being proposed to the Board of Directors.
- (d) None of the recommendations resulting from the study are binding on the District. The Board may choose to implement, or not implement, any recommendation. Any changes resulting from a survey shall be incorporated as amendments to the Plan.

**5.4 AMENDMENTS TO THE PLAN.**

The classification plan may be amended from time to time by resolution of the Board.

The allocation of funds to a classification, or the necessity for filling a position will be at the discretion of the Board through the APCO.

**5.5 ALTERNATE STAFFING.**

A Division Director may request that a vacant position be filled at an "entry" Level I or an experienced "journey" Level II for those classes identified as alternately staffed classes in the class specifications, prior to recruiting for a vacancy, depending on the needs of the District.

Advancement to the Level II is not automatic; a supervisor must recommend to the APCO that an incumbent be promoted to Level II after successfully completing the probationary period, and obtaining and demonstrating the required knowledge, skills, abilities and experience, and meeting pre-identified criteria for promotion to the higher class. The Personnel Manager will review the request to determine if advancement criteria are met.

A Division Director may identify certain positions in the class which contain primarily routine and repetitive tasks as "regular" Level I positions. The "regular" or "entry" status of Level I positions will be determined prior to filling a vacancy so that an employee will know of this regular status prior to accepting the position. This determination will be so stated on the job announcement and the candidate will also be advised during the interview process. When a position is identified as a regular Level I position, the employee accepting the position cannot reasonably expect to advance to Level II while in that position.

5.6 ORGANIZATION CHART

5.6 ORGANIZATION CHART (continued)

5.6 ORGANIZATION CHART (continued)

## 5.7 SERIES GROUPS.

### Clerical Category

#### Legal Services Classes (Revised 3/6/96)

Legal Office Services Specialist	Lead
Legal Secretary II	Journey
Legal Secretary I	Entry

#### Secretarial Classes

Executive Secretary	Senior
Administrative Secretary	Journey
Secretary	Entry

#### Office Assistant Classes

Office Services Supervisor	Supervising
Senior Office Assistant	Senior
Data Entry Operator	Journey
Office Assistant II	Journey
Office Assistant I	Entry

#### Accounting Assistant Classes

Senior Accounting Assistant	Senior
Accounting Assistant II	Journey
Accounting Assistant I	Entry

#### Clerk of The Boards

Deputy Clerk of The Boards	Senior
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#### Special Classes (Revised 3/6/96)

Supv. Radio/Telephone Operator	Supervising
Radio/Telephone Operator	Senior

### Technical Category

#### Air Quality Inspector Classes

Supv. Air Quality Inspector	Supervising
Senior Air Quality Inspector	Senior
Air Quality Inspector II	Journey
Air Quality Inspector I	Entry

#### Enforcement Program Specialist Classes (Revised 3/6/96)

Enforcement Program Supervisor	Supervising
Principal Enforcement Program Spec	Lead
Senior Enforcement Program Spec.	Senior
Enforcement Program Specialist II	Journey
Enforcement Program Specialist I	Entry

#### Air Quality Instrument Specialist Classes

Supv. Air Quality Instrument Spec.	Supervising
Senior Air Quality Instrument Spec.	Senior
Air Quality Instrument Specialist II	Journey
Air Quality Instrument Specialist I	Entry

#### Air Quality Technician Classes (Revised 3/6/96)

Air Quality Permit Technician II	Journey
Air Quality Permit Technician I	Entry
Air Quality Laboratory Technician II	Journey
Air Quality Laboratory Technician I	Entry
Air Quality Technician II	Journey
Air Quality Technician I	Entry

#### Mechanic Classes

Mechanic II	Journey
Mechanic I	Entry

#### Personnel Classes (Revised 6/7/23)

Personnel Analyst	Senior
Equal Opportunity Officer	Journey
Payroll Technician	Journey
Payroll Analyst	Senior
Personnel Technician II	Journey
Personnel Technician I	Entry

#### Technical Assistant Classes

Source Test Assistant II	Journey
Source Test Assistant I	Entry

#### Public Information Classes

Senior Public Information Officer	Senior
Public Information Officer II	Journey
Public Information Officer I	Entry

#### Programmer Analyst Classes

Supervising Systems Analyst	Supervising
Systems Analyst	Senior
Programmer Analyst II	Journey
Programmer Analyst I	Entry

#### Special Classes (Revised 3/6/96)

Permit Coordinator	Supervising
Legislative Analyst	Journey
Building Maintenance Mechanic	Journey

5.7 SERIES GROUPS (continued).

**Professional Category**

**Air Quality Engineer Classes (Revised 3/6/96)**

Supv. Air Quality Engineer	Supervising
Principal Air Quality Engineer	Lead
Senior Air Quality Engineer	Senior
Air Quality Engineer II	Journey
Air Quality Engineer I	Entry

**Environmental Planner Classes (Revised 3/6/96)**

Supv. Environmental Planner	Supervising
Principal Environmental Planner	Lead
Senior Environmental Planner	Senior
Environmental Planner II	Journey
Environmental Planner I	Entry

**Air Quality Meteorologist Classes**

Senior Air Quality Meteorologist	Senior
Air Quality Meteorologist II	Journey
Air Quality Meteorologist I	Entry

**Atmospheric Modeler Classes**

Senior Atmospheric Modeler	Senior
Atmospheric Modeler	Journey

**Air Quality Chemist Classes**

Senior Air Quality Chemist	Senior
Air Quality Chemist II	Journey
Air Quality Chemist I	Entry

**Specialist**

Advanced Projects Advisor	Journey
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**Single Position Classes**

Toxicologist	Senior
Statistician	Senior
Research Analyst	Journey
Accountant	Journey
Library Specialist	Journey

**Management Category**

Air Pollution Control Officer  
 District Counsel  
 Clerk of the Boards  
 Deputy Air Pollution Control Officer

**Division Director**

Director of Enforcement  
 Director of Permit Services  
 Director of Planning and Research  
 Director of Technical Services  
 Director of Administrative Services  
 Director of Public Information

**Manager**

Air Quality Engineering Manager  
 Research and Modeling Manager  
 Environmental Review Manager  
 Enforcement Program Manager  
 Information Systems Manager  
 Meteorology and Data Analysis Manager  
 Air Monitoring Manager  
 Laboratory Services Manager  
 Personnel Manager  
 Finance Manager  
 Facilities Maintenance Manager  
 Business Manager  
 Senior Advanced Projects Advisor  
 Legal  
 Senior Assistant Counsel  
 Assistant Counsel II  
 Assistant Counsel I



## **SECTION 6 SALARIES**

### **6.1 SALARIES.**

Salary schedules are subject to revision from time to time by the Board. The salary schedules will be published yearly at or near the beginning of the fiscal year.

### **6.2 SALARY STEPS.**

- (a) There are five (5) steps within the salary range for each position, with a 5% increment between the steps. The time between Entrance Step A and Step B is six (6) months of satisfactory service. The time between Step B and Step C is six (6) months of satisfactory service in Step B. The time between Step C and Step D is one (1) year of satisfactory service in Step C, and the time between Step D and Step E is one (1) year of satisfactory service in Step D.
- (b) An employee promoted to a higher position will receive the minimum salary for the higher position or at least a 5% increase above the employee's former position, whichever is higher, provided the increase is within the range of the higher position. If a promotion is awarded within thirty days of a scheduled step increase, the step increase and promotional increase will both be effective at the time of the change.
- (c) If a position is reclassified to a position having a higher salary range, the incumbent will remain in the same step of the salary range which is currently in effect.
- (d) If a position is reclassified to a position having a lower salary range, the incumbent will be Y-rated according to the provisions of Section III-6.5
- (e) If an employee is transferred, the employee will remain in the same step of the salary range effective prior to the transfer.
- (f) Any employee who has passed through the initial six month or, if extended, one year, probationary period with the District and who is promoted or transfers to another position in the District shall not be subject to any "up or out" probation. However, an employee may be terminated for cause.
- (g) If an employee is demoted for disciplinary reasons to a position having a lower salary range, the employee will remain in the same salary range step effective prior to the demotion.
- (h) If an employee is demoted because of lack of funds, the employee will be placed in the salary step which reflects the least decrease in salary. If an employee promoted to a higher class fails to pass a promotional probationary period, the employee will be returned to the former position and will revert back to the step in the salary range he/she occupied in the former position effective prior to promotion. Step increases will be awarded on the schedule appropriate to the prior position.

### **6.3 MERIT INCREASES. (Revised 12/21/94)**

Merit increases are effective on the first day of the pay period in which the employee's anniversary date falls.

### **6.4 DETERMINATION OF SALARY RATES. (Revised 12/21/94)**

- (a) ORIGINAL APPOINTMENTS. Unless special conditions warrant otherwise, employees will be hired at the entrance salary of the position classification. Hiring at a higher salary step will require justification from the hiring supervisor and the approval

of the APCO for Steps B and C. Recommendation by the APCO and approval of the Personnel Committee of the Board of Directors is required for hiring at Steps D and E.

- (b) **LIMITED-TERM EMPLOYMENT.** Limited-term employees of the District are paid at the rate of the classification in which the person is employed. If a former District employee is re-hired on a temporary basis, the salary rate will be the hourly rate of the range and step the individual was receiving at the time of separation. If it is necessary to hire a limited-term employee through a temporary agency, the District will pay the appropriate agency fees. **(Revised 3/6/96)**
- (c) **TEMPORARY EMPLOYMENT OVERLAP.** Temporary employment overlap is the regular hire of a person who is to fill a position before the current incumbent has terminated. The anniversary date and all other benefits will be the same as if the person were hired to fill a vacant position.

#### **6.5 Y-RATING.**

Y-Rating refers to a position which has been reclassified to a position having a lower salary range. The incumbent will retain his/her present salary until the appropriate step in the reclassified position is equal to or greater than the incumbent's current salary. A Y-Rating status must be approved by the APCO and the Board of Directors.

#### **6.6 OVERTIME PAY/COMPENSATORY TIME.**

Classifications in the Clerical and Technical Series identified in Section III-5.7 are entitled to overtime pay.

- (a) Overtime will be paid at a rate of one and one-half (1-1/2) times the normal straight time rate for work performed in excess of eight (8), nine (9), or ten (10) hours per day (depending on the person's normal schedule) or forty (40) hours per week. This provision does not apply to employees working a schedule other than those defined in Section III-8.1.
- (b) Upon approval by the employee's Division director, eligible employees may elect compensatory time at the rate of one and one-half (1-1/2) times the overtime worked in lieu of overtime pay but not accumulate more than 240 hours of compensatory time. After 240 hours of compensatory time has been accumulated, overtime pay will be the compensation for overtime work.
- (c) Employees required to work on a designated holiday shall receive overtime pay equal to two times the employees' hourly rate of pay. For the purposes of this section, a designated holiday shall be the dates on which the holiday is observed by the District (see Section III-11.12.), except that for New Year's Day, Independence Day and Christmas Day, the designated holiday shall include the actual date of the holiday and if any of these holidays fall on a Saturday or a Sunday, the Monday or Friday on which the holiday is observed by the District.

#### **6.7 NIGHT PLUME EVALUATION TRAINING UNIT SCHEDULE.**

Employees who attend the Night Plume Evaluation Training Unit special shift shall be paid an additional \$1.00 per hour for the whole shift in addition to the employees' regular straight time pay. Night Plume Evaluation Training Unit special shift will be scheduled eight (8) hour shift to begin at 12:00 P.M. or after and end no later than 12:00 A.M. (midnight)

#### **6.8 DIFFERENTIAL PAY.**

Employees not working a regularly scheduled late shift or flex time will be compensated an additional \$1.00 per hour for hours worked between 8:00 P.M. and 6:00 A.M. Differential pay is a premium payment and is, therefore, included in the computation of overtime.

**6.9 SHIFT DIFFERENTIAL PAY.**

A \$2.50 per hour payment shall be paid to any employee assigned regularly established shift differential assignments. For purposes of this Section, shift differential hours are 5:00 P.M. to 8:30 A.M. and all day Saturday and Sunday. Shift differential is a premium payment and is, therefore, included in the computation of overtime. The schedule for employees working a flextime or compressed schedule, as defined in Section III-8.1, shall not be considered shift differential hours.

**6.10 SALARY DEDUCTIONS.**

Salary deductions may be authorized from time to time by resolution of the Board of Directors.

- (a) Mandatory deductions include Federal Withholding Tax, State Withholding Tax, Medicare tax, if applicable, State Disability Insurance premium, and the employees' Public Employees' Retirement System contribution.
- (b) Voluntary deductions include the regular deduction of health insurance payments, life insurance payments, credit union payments, U.S. Savings Bonds and other voluntary program deductions which may be authorized by the employee.

**6.11 PAY PERIOD AND PAY DAY. (Revised 10/18/00)**

The pay period will be a two-week period beginning on Sunday and ending on Saturday. Employees will be paid biweekly no later than the Friday following the close of a pay period. If the pay day falls on a holiday, warrants will be distributed on the previous work day. Start of the pay period will be adjusted for an employee working the compressed workweek. The District shall indicate on each employee's pay check stub the following: accrued annual leave, accrued sick leave, accrued compensatory time, and accrued floating holiday time.

The District shall provide employees with the option of direct deposit of their pay checks to those banks which provide this capability.

**6.12 FINAL PAYMENTS. (Revised 7/20/94)**

- (a) **SALARY.** Final salary payments to any person who terminates will be paid within 72 hours of the last day worked. When an employee is discharged for cause, the final salary payment will be issued on the last day of employment.
- (b) **ACCRUED ANNUAL LEAVE.** An employee leaving the service of the District shall receive a single payment covering the amount of the accrued annual leave remaining on account.
- (c) **ACCRUED SICK LEAVE.** Employees leaving the service of the District will not be paid for any unused accumulated sick leave credit remaining on account. Accrued sick leave will be applied to service credit upon retirement under the PERS contract.
- (d) **FLOATING HOLIDAYS.** Floating holidays must be used within the fiscal year they are credited. An employee leaving the service of the District shall receive a single payment covering the amount of the accrued floating holidays remaining on account.
- (e) **COMPENSATORY TIME.** An employee leaving the service of the District shall receive a single payment covering the amount of accrued compensatory time remaining on account.

**6.13 SALARY ADVANCES.**

Employees may apply for a payroll advance:

- (a) The application will be accepted only after one week of a pay period has been worked.
- (b) The amount requested cannot exceed amount earned to date during the pay period.

- (c) The amount advanced must be deducted from the pay check for that pay period.
- (d) No more than two (2) such requests can be submitted annually. Exceptions may be approved by the APCO and must be announced to the Board under "Report of APCO".
- (e) Requests must be approved by the Director of Administrative Services.

**6.14 ACTING APPOINTMENTS. (Revision Approved 12/04/96; Effective 12/04/96)**

If an employee is appointed by the Air Pollution Control Officer to be acting in a higher paying job, the employee is to receive the salary during that job tenancy for the time period after the passage of fifteen (15) working days which the employee would receive if the appointment were permanent.

**SECTION 7 EMPLOYMENT AND MERIT INCREASES**

**7.1 POLICY.**

Employment, passing of a probationary period and merit increases are based solely on merit of the individual employee. No employee is guaranteed a continuation of employment or the receiving of future salary benefits.

**7.2 ANNIVERSARY DATE.**

The anniversary date for newly hired or promoted employees is the date of hire or date of promotion. The anniversary date will be used in determining when an employee receives salary increments. Annual leave credits and sick leave credits are accrued from original date of hire. For the purposes of annual and sick leave, five (5) consecutive days (or four (4) consecutive 10-hour days) worked in a pay period will constitute working a full pay period. There will be no prorating of time for annual or sick leave for less than this minimum time per pay period.

**7.3 PROBATION PERIOD. (Revised 6/18/03)**

The probationary period is the period of employment beginning with the anniversary date and continuing for one (1) year of full-time actual and cumulative service. Any unpaid leave time taken during this period shall extend the probationary period by the amount of actual leave taken. No acting or temporary service time shall count towards fulfillment of the probationary period. While serving in a probationary period, an employee may be terminated at any time from employment by the Executive Officer/APCO or the APCO without cause and has no right to appeal or grieve the action.

Employees who change positions prior to the successful completion of their probationary period shall be required to serve a new probationary period and will not receive credit for time already served under the former position.

The Executive Officer/APCO or the APCO may extend the probationary period for up to an additional six (6) months.

A formal performance evaluation will normally be given at least once during the probationary period, usually at 6 months. During the probationary period, an employee may have his/her merit increase denied or delayed at the discretion of the Executive Officer/APCO or the APCO and has no right to appeal or grieve the action.

**7.4 PERFORMANCE EVALUATION.**

Approximately two weeks before the first day of the month in which the anniversary date and the length of service makes the employee eligible for a step increase, the supervisor will complete a performance evaluation and sign a merit increase recommendation. Employees at

the top of the salary range will continue to be evaluated yearly. Performance evaluations are a continuing responsibility of each supervisor, and each supervisor will informally discuss employees' performance as often as necessary to ensure effective work performance.

7.5 (Deleted 12/21/94. See III-6.3)

## SECTION 8 HOURS OF WORK

### 8.1 HOURS OF WORK. (Revision Approved 12/04/96; Effective 12/04/96)

A normal workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday. The normal workday shall be scheduled over an eight and one-half (8-1/2) hour period from 8:30 am to 5:00 pm, with one-half (1/2) hour for meals. With the approval of Management, an employee's normal workweek and/or work day can be modified to allow for flextime hours or a compressed workweek. In such a case, appropriate adjustments will be made to recognize such a normal flex or compressed day/week.

An employee shall not work any time in excess of his or her approved work schedule without prior approval of the employee's supervisor, acting supervisor or other manager in the employee's chain of command.

When an employee is away from the employee's normal duty assignment for jury duty, an all-day or multi-day meeting, a conference or to take a District-authorized class, the employee shall only be paid for the hours representing the agency at, and travel time to and from, meetings or conferences, for the hours at, and travel time to and from, a class, or for the hours at jury duty and for any travel time between the location of the jury duty and the District office or the location of the employee's normal duty assignment.

The employee is expected to make up any time that would result in the employees working less than his or her normal workweek by altering the hours worked in the remaining days of the pay period. The schedule according to which any such time will be make up will be established in consultation with the employee's supervisor. With the approval of the employee's supervisor, an employee will receive overtime/compensatory time if the time consumed by the outside activity exceeds the employee's normal workday.

### 8.2 LUNCH PERIOD AND REST PERIOD.

- (a) Lunch period of one-half (1/2) hour is normally taken between 12:00 and 1:00 p.m.
- (b) Rest period of one-quarter (1/4) hour is normally taken in mid-morning and mid-afternoon.
- (c) Continuation of Business. An adequate number of employees may be assigned lunch and rest periods to ensure the continuation of business.

### 8.3 ATTENDANCE.

- (a) Supervisors will be responsible for the daily attendance record of each employee.
- (b) An employee who is tardy shall report to the employee's supervisor as promptly as possible after beginning work.
- (c) An employee must report unscheduled leave to the District within the first hour of the work day unless an emergency prevents such reporting.
  - (1) Failure to report may result in loss of pay for the period of absences from work.
  - (2) An employee who is absent without leave and without having reported his/her absence for more than one (1) working day may be considered to have resigned and may be terminated.

#### 8.4 OVERTIME. (Revised 12/21/94)

For definitional purposes, overtime is the necessary, assigned and authorized time worked in excess of 40 hours in a seven day week or 8 hours worked in a 24 hour day. A normal work day begins at 8.30 a.m. and the normal workweek is Monday through Friday. (See Section III-8.5 for compressed workweek.)

The District will provide the services required by law with an emphasis on avoiding the necessity for overtime where possible. The District is under no obligation to assure anyone of the availability of overtime work, nor is the District obligated to treat any particular kind of assignment as overtime. Therefore, the District may adjust work schedules where possible to cover work assignments as straight time work assignments.

The District recognizes that not all work matters can be scheduled during a work shift, and consequently, legitimate overtime assignments will be compensated accordingly.

For the purposes of overtime assignments, a notice to an employee to work overtime is a notice in advance if the assignment is given more than 24 hours prior to the beginning of the work to be performed. Such assignments will be considered "scheduled" overtime. An assignment given less than 24 hours in advance will be considered an "unscheduled" assignments for call-back purposes. A call-back is the unscheduled, emergency, and authorized call-back to return to work after a regular shift has been completed.

The District will make every reasonable effort to notify employees of changes in work schedules 14 days in advance of the work to be performed.

Though work schedules for most employees are within the normal work day and normal workweek, groupings of employees may occasionally or regularly have work schedules at different times. The District reserves the right to continue to change work schedules to meet operational necessities during straight time shifts.

Travel time pay is only authorized for call-back assignments. Travel time and call-back time will be compensated at the applicable rate of pay. The time employees spend traveling to a work assignment, except for qualifying call-back assignments, is not to be paid regardless of whether the employee is traveling to a scheduled overtime or straight time assignment.

- (a) **Authorization** - Overtime is the necessary, assigned authorized time worked in excess of eight (8), nine (9), or ten (10) hours per day (depending on an individual's normal work schedule) or forty (40) hours per week. With regard to flex time or compressed work weeks, it is recognized that the standard work week may not be 40 hours. Any hours worked beyond whatever is necessary to fulfill the designated flex/compressed work week plan for an individual are designated as excess hours. These excess hours are to be paid as overtime or compensatory time at the rate of one and one-half times straight time.

For the purposes of this section, paid leave time shall be included in computing the forty hours per week when determining eligibility for overtime; provided, however, that an employee on a flex time or compressed schedule may, with supervisor's approval, modify a normal schedule in order to meet operational necessities, which modified schedule will then constitute a normal work time.

- (b) **Call-back** - Call-back is the unscheduled, authorized call back to work before or after but not connected to the normal workday. Compensation will be based on a minimum of two hours at the applicable rate of pay.
- (c) **Travel Time** - For a call-back which is not directly connected to the beginning or ending of a normal shift, the employee will receive compensation from the time the employee leaves home until the employee returns home (travel time) at the applicable rate of pay.

- (d) **Distribution of Overtime** - Overtime, other than call-back, will be distributed in the following manner, consistent with District operating requirements:
- (1) When overtime is required to complete an assignment, the person given the assignment will normally continue the work.
  - (2) When unscheduled overtime is required in a supervisor's area (or an extended coverage area) to conduct an additional assignment, employees working for a supervisor (or working in an extended coverage area) will be asked first whether they wish to volunteer for the overtime work. If two or more people volunteer for the assignment, the assignment will be made based on a rotating overtime assignment schedule starting with the most senior person in the work group. If no one volunteers for the assignment, a supervisor may select an individual through the use of a lottery system or, at the discretion of management, the supervisor may select in the order of inverse seniority. Any and all of the above methods may be used to establish an order of rotation for the purposes of distribution of overtime.
  - (3) On continuing extended, overtime assignments, coverage will be assigned on a rotating basis.
  - (4) All overtime assignments will be made with due consideration for employee hardship.
  - (5) Seniority, for the purposes of overtime assignments only, is determined by the time an employee has held the position for which the overtime assignment is required.
  - (6) The District reserves the right to approve, or disapprove, all assignments with due consideration of safe work hours and excessive work schedules.
  - (7) Limited-term employees shall not be offered the opportunity to work overtime hours without first offering the overtime hours to that supervisor's regular employees and allowing those employees to decline the overtime hours.
- (e) **Distribution of Call-back**
- (1) Call-back will be distributed in the following manner:
  - (2) When call-back is required, the person normally responsible for the assignment will be given first opportunity of call-back.
  - (3) If the person normally responsible for the assignment is unavailable for call-back, then the immediate supervisor will be responsible for the assigning of call-back to other employees in the same position.
  - (4) If the immediate supervisor is unavailable for call-back, then the alternate supervisor, manager or division director will be responsible for the assignment of callback.
  - (5) The District maintains the option to deviate from this procedure based upon immediate need.

**8.5 COMPRESSED WORKWEEK. (Revision Approved 12/04/96; Effective 12/04/96)**

Employees may request, subject to discretionary approvals of the immediate supervisor through the Division Director, to work a compressed workweek schedule. Compressed workweek approval shall be subject to such terms and conditions, and shall be subject to renewal annually or at such other intervals, as is deemed necessary by the Division Director to meet the operational needs of the Division. Compressed workweek approval may be

withdrawn at any time in order to meet the operational needs of the District, and employees who fail to maintain an acceptable level of performance and productivity will be withdrawn from a compressed workweek schedule.

A compressed workweek schedule will consist of either four 10-hour days, or eight 9-hour days and one 8-hour day every two weeks. Work hours on a compressed schedule will commence not earlier than 7:00 AM and not later than 9:00 AM. However, exceptions to this rule may be approved at the discretion of the Division Director. Employees who work a compressed workweek schedule will have the start of the workweek adjusted for the purpose of computing overtime.

When a scheduled District holiday falls on a compressed work day, the employee working a compressed schedule shall only receive credit for eight hours of holiday pay. The employee shall take the additional time off on that holiday as annual leave or as a floating holiday, or the employee shall make up the additional time off by altering the hours worked in the remaining days of the pay period in consultation with the employee's supervisor.

**8.6 FLEXIBLE WORK SCHEDULE. (Revision Approved 12/04/96; Effective 12/04/96)**

Employees may request, subject to discretionary approvals of the immediate supervisor through the Division Director, to work a flexible work schedule. Flexible workweek approval shall be subject to such terms and conditions, and shall be subject to renewal annually or at such other intervals, as is deemed necessary by the Division Director to meet the operational needs of the Division. Approval of a flexible work schedule may be withdrawn at any time in order to meet the operational needs of the District, and employees who fail to maintain an acceptable level of performance and productivity will be withdrawn from a flexible work schedule.

Employees on a flexible schedule will normally work a five day workweek, and may adjust their starting time to commence not earlier than 7:00 AM and not later than 9:00 AM, with the shift ending eight and one-half hours later. However, exceptions to this rule may be approved at the discretion of the Division Director.

A flexible work schedule will be determined by management considering the operational needs of the District.

**8.7 PART-TIME AND JOB SHARING. (Revision Approved 12/04/96; Effective 12/04/96)**

Employees may request a reduced workweek schedule or a job share arrangement. All requests will be reviewed by management considering the operational needs of the District, employee hardship or family responsibilities. Appropriate salary adjustments and benefit eligibility will be determined based on the hours worked. The APCO may, at his or her discretion, authorize or discontinue a part-time or job share arrangement.

**8.8 TELECOMMUTING. (Revision Approved 12/04/96; Effective 12/04/96)**

Telecommuting is a working arrangement in which an employee sometimes works away from the District's central office. An employee may apply to telecommute, subject to approvals of the immediate supervisor through the Division Director. Telecommuting is a privilege which the District has the right to refuse or to terminate at any time. An employee also has the right to refuse to telecommute or to withdraw from the program at any time. Approval to telecommute shall be subject to such terms and conditions, and shall be subject to renewal annually or at such other interval, as is deemed necessary by the Division Director to meet the operational needs of the division. Employees who fail to maintain an acceptable level of performance and productivity will be withdrawn from telecommute status.

Telecommuting is voluntary, and should be mutually beneficial to both the employee and the District. An employee's choice to telecommute or not shall have no adverse effects with



regard to advancement or any other aspect of the employee's standing. An employee approved to telecommute will be required to read and sign the Telecommuting Agreement.

All pay, compensation, and normal employee benefits shall be identical whether an employee telecommutes or works at the central office. There will be no diminution from the norm in either an employee's work products or hours when the employee telecommutes.

The telecommuting employee will not provide primary care to others during at-home working hours. Telecommuters must be available to come to the office if requested to do so.

The employee and the employee's supervisor will establish terms of availability or access to the employee while away from the office. In all cases, telecommuters shall make provisions that provide sufficient communication with the office and the public to meet District Goals. The number of days per week on which an employee may be authorized to telecommute shall be at the discretion of the employee's Division Director.

Supervisors who telecommute shall make provisions for adequate supervision of staff while the supervisor is away from the office.

In addition to regularly scheduled telecommuting arrangements, other employees may apply to telecommute on an episodic basis for limited time periods.

Telecommuters are required to provide whatever equipment is necessary to do their job as well at their home in the same manner as if they were in the central office. The employee is responsible for the purchase and maintenance of all equipment (both hardware and software).

The District will provide training to both telecommuting employees and their supervisors. The District will also sponsor focus groups for the telecommuters and their supervisors on an as-needed basis.

## **SECTION 9 SEPARATIONS**

### **9.1 RESIGNATION.**

An employee submitting a resignation is requested to give at least two weeks notice which allows for the orderly transferring of work assignments and for recruiting of replacement employees.

### **9.2 DISMISSAL. (Revised 4/19/23)**

- (a) The Appointing Authority (APCO or District Counsel) may, for good and sufficient reason, take any or all necessary disciplinary actions including discharge to ensure the continuity and integrity of the District's functions and work place.
- (b) A non-probationary employee whose employment is terminated because of unsatisfactory service, misconduct, or for other just causes shall be given written notice stating the reasons for dismissal, and may be given (2) weeks notice before the date on which the employee's services will be terminated. However, (1) Employees terminated for misconduct such as drinking or being intoxicated on the job, fighting, theft, creating a severe safety hazard, gross negligence, or other acts of serious misconduct (2) Probationary Employees, and (3) "At Will" employees in the classifications identified in Section III-3.3(c) may be dismissed without prior notice.
- (c) Individuals serving in at-will positions pursuant to Section III-3.3(c) serve at the will of the appointing authority and may be separated for any reason or for no reason, with or without prior notice, and with no right to appeal or grieve any disciplinary action. In addition, appointments to positions in the classifications identified in Section III-3.3(c) may be for fixed term of employment and the incumbent will be separated at the

expiration of that term (unless the employee has return rights to a prior position pursuant to Section III-3.3(d) or said term is extended by the identified appointing authority. Except as expressly provided in Section III-3.3 (d), individuals separated from a position in the classification identified in Section III-3.3(c) shall have no right to return to any other District position, regardless of seniority or tenure.

**9.3. LAY-OFF AND RECALL.**

When a reduction in work force becomes necessary for any reason such as lack of funds or lack of work, the following steps in the layoff and recall procedure will be followed:

- (a) Layoffs within a classification will be in reverse order of District employment seniority. (For the purpose of this Section, District employment seniority is the seniority gained based on overall employment with the District).
- (b) An employee (A) who is to be laid off may displace an employee (B) within a similar or lower paying classification provided:
  - (1) Employee (A) has held a position in the classification in question or if employee (A) has not held a position in the classification, holds a position in one of the identifiable job clusters class series and,
  - (2) Employee (A) has greater District employment seniority than employee (B) and,
  - (3) Employee (A) has the skills and meets the qualifications of the classification in question and,
  - (4) The operating requirements of the District are maintained.
- (c) Employees who are laid off or displace others in lieu of layoff will be placed on a recall list for eighteen (18) months during which service time in the former classification will be preserved but not accrued.
- (d) Employees will be recalled to their former classification in reverse order of layoff provided they respond to the notice of a classification opening by notifying the District of their intent to return within the 5 days of receipt of such a notice and return to work within fifteen (15) calendar days of the receipt of such notice.
- (e) If a policy of layoff by reverse seniority is held to be contrary to the principles of equal opportunity employment or affirmative action by virtue of adjudication by a court of competent jurisdiction or by legislative determination, then this Section shall be void, and the parties hereto shall meet and confer regarding a new and legally acceptable policy at the earliest practicable time.
- (f) To the extent possible, the District will attempt to give an employee 30 days written notice prior to the effective layoff date.
- (g) The District will furnish a list of employees to be laid off to recognized employee organization(s) at the same time employee(s) is/are given the written notice(s).
- (h) An employee's name shall be removed from the recall list only when the employee refuses an offer to be returned to the employee's former position.
- (i) A change in job title shall not affect an employee's recall rights.

**9.4 SUSPENSION.**

- (a) Suspensions from work without pay may be imposed for disciplinary reasons for a period not to exceed thirty (30) days.
- (b) The authority for suspension rests with the APCO.

**9.5 RETIREMENT.**

Retirement is the voluntary separation of an employee from service of the District after the employee has earned a Service Retirement Allowance under the State of California Public Employees' Retirement System.

**SECTION 10 FRINGE BENEFITS**

**10.1 HEALTH INSURANCE.**

This District shall provide health insurance coverage through the Public Employees Medical and Hospital Care Program for employees and their eligible dependents. Health insurance coverage continues for retired employees

**10.2 DENTAL INSURANCE.**

The District shall provide dental insurance coverage through Delta Dental Plan of California for employees. Optional coverage is available for eligible dependents and for Domestic Partners where an employee has filed a confidential Declaration of Domestic Partnership with the Personnel Section. Dental insurance coverage continues for retired employees.

**10.3 VISION CARE. (Revised 9/6/95)**

Vision care is provided by Vision Service Plan. Vision coverage for employees is mandatory. Optional coverage is available for eligible dependents and for Domestic Partners where an employee has filed a confidential Declaration of Domestic Partnership with the Personnel Section. Vision care coverage for dependents must be elected at the time of enrollment. Benefits include examinations, lenses and frames at specified service intervals. Vision care coverage continues for employees who retire on or after July 1, 1995.

**10.4 LIFE INSURANCE.**

The District provides life insurance coverage for employees. The life insurance amount is based on annual salary. Optional Additional Contributory Life and Dependent Life Insurance is also available to employees. Life insurance coverage continues for retired employees.

**10.5 LONG TERM DISABILITY INSURANCE.**

The District shall provide Long Term Disability Insurance which partially replaces lost income on or off the job, for employees who become disabled and meet the eligibility requirements.

**10.6 INSURANCE CONTINUATION.**

An employee who is ill or injured and is eligible for either Workers' Compensation or State Disability Insurance, and on medical leave may continue group insurance coverage. The District will continue to pay its portion of the coverage.

**10.7 HEALTH AND DENTAL COVERAGE AFTER RETIREMENT.**

Health care coverage after retirement will be governed by the provisions of the Public Employees' Medical and Hospital Care Act. Dental care coverage after retirement will be governed by the Delta Dental Plan of California contract.

**10.8 PREMIUM REQUIREMENTS. (Revised 10/18/00)**

Commencing on July 1, 2000 and every fiscal year thereafter, unless otherwise modified by the Board of Directors, the District shall provide up to a maximum of \$627.00 per month for each management employee and \$576.00 per month for each confidential employee for payment of premiums for Health, Dental, Vision and additional Life insurance coverage, as

set forth in Sections III-10.1 through 4 provided that each employee must elect individual dental coverage.

**10.9 STATE DISABILITY INSURANCE.**

Each employee is covered by State Disability Insurance. Premiums are paid by the employee. The District's sick leave payments are integrated with any payments received by the employee from State Disability Insurance. The District shall provide state disability insurance for non-industrial illness or injury. The cost of SDI is deducted from the employee's pay. State Disability Insurance is integrated with the employee's leave time. Employees shall not be entitled to receive more than one hundred percent (100%) of pay when SDI and leave time are combined. The administration of the State Disability Insurance program is solely the responsibility of the State of California. The District is not responsible for benefit leaves, the duration of benefits, or the eligibility of District employees for benefits.

**10.10 WORKERS' COMPENSATION.**

Employees injured on the job and accepted for Workers' Compensation will not be required to use sick leave for the period from the 1st through the 90th calendar day. This period will begin the day following the date of injury or the date Workers' Compensation approved the absence from work, whichever date begins the absence from work. The period will apply only once per injury. The date of injury will be paid as a day worked for pay purposes.

**10.11 PUBLIC EMPLOYEES' RETIREMENT SYSTEM.**

(a) Pick-Up of Employee Contributions

- (1) The District shall make employee contributions on behalf of employees, and such contribution shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the District in lieu of employee contributions.
- (2) Employee contributions made under Paragraph A of this Article shall be paid from the same source of funds as used in paying the wages to affected employees.
- (3) Employee contributions made by the employer under Paragraph A of this Article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.
- (4) The employee does not have the option to receive the District-contributed amounts paid directly instead of having them paid to the retirement system.

(b) Wage Adjustment

Notwithstanding any provision on the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the District pursuant to the provisions hereof.

(c) Limitations to Operability

This Subsection 10.11 shall be operative only as long as the District pick-up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

**10.12 CREDIT UNION.**

Employees may become members in the San Francisco City Employees' Credit Union.

**10.13 EMPLOYEE ASSISTANCE PROGRAM.**

The District shall offer an employee assistance program to employees and members of their household through Personal Performance Consultants. The Employee Assistance program provides professional, confidential counseling service at no cost to the employee.

**10.14 TRANSIT SUBSIDY / CARPOOL SUBSIDY. (Revised 9/6/95)**

Consistent with the District's efforts to promote the use of public transportation and to reduce the number of single-occupant automobiles during commute hours, full-time District employees are eligible for a transit or a carpool subsidy. Use of the passes, or tickets, is confined to the employee during commute hours.

The District will provide transit ticket or passes, up to a maximum value per month or, at the option of the employee, the District will allow a per-day amount up to a maximum per-month per-carpool amount, for the reimbursement to the vehicle owner of commute carpooling expenses and per-day amount to District employees commuting in a carpool (carpool is three or more persons, at least two of which must be District employees).

Procurement of the transit passes is the obligation of the individual employee. No funding will be advanced by the District. Transit tickets or passes for a given month will be made available to eligible District employees at the District's office on a designated day prior to the beginning of that month.

Carpool reimbursement will be made on a monthly basis. No funding will be advanced by the District. In order to receive the carpool subsidy, the employee must certify to the Director of Administrative Services, no later than the 10th day of each month, the number of days carpooled the previous month and the names of the persons who participated in the carpool.

**10.15 DEFERRED COMPENSATION.**

The District shall offer employees the opportunity to participate in a Section 457 deferred compensation plan. The plan allows employees to invest a portion of salary which is tax deferred until such time as the employee withdraws the funds.

**10.16 JOB-RELATED EDUCATIONAL PURSUITS. (Revised 12/21/94)**

(a) EDUCATIONAL LEAVE - Division Directors may, at their complete discretion, permit employees to attend job related educational pursuits during business hours to a maximum of ten (10) hours per week provided normal workloads can be accomplished and provided the time is made up as soon as practicable.

(b) JOB RELATED EDUCATIONAL PURSUITS **(Revised 9/6/95)**

(1) For the purposes of this section "job related educational pursuits" is defined as education which either maintains or improves an employee's job skills as they relate to an employee's current position.

To receive reimbursement, an employee must be enrolled at an accredited college or university in an undergraduate or graduate degree program, or in a certificate program; courses taken must contribute to progress towards the degree or certificate.

To qualify for reimbursement under this Section 10.16 participation in certificate programs is subject to prior approval by the District's Personnel Manager. Certificate programs in which an employee's participation will normally be approvable shall include, but not be limited to, environmental management certificate programs offered by the University of California or other colleges and universities, and coursework leading to a professional license which relates to the work of the District (such as a P.E. license).

- (2) The District shall yearly apportion an amount to allow for reimbursements per employee for those employees who attend and successfully complete job related educational courses or seminars. Such reimbursement will be paid upon proof of completion of any approved course. Employees wishing to take educational or other professional courses must obtain prior approval from the District's Personnel Manager before taking the course in order to be reimbursed.
  - (3) Upon proof of completion of a course (grade "C" or better, "pass", "credit", or other indication of satisfactory completion of the course) the District will reimburse the employee for the course cost and related materials (books, required supplies, lab fees, etc.) up to the prescribed limit.
- (c) **SKILLS ENHANCEMENT PURSUITS**
- (1) For the purposes of this section "skills enhancement educational pursuits" is defined to include educational courses and other skills enhancement courses that may or may not be related to an employee's current position, but reasonably relate to the District's work in general and will enhance an employee's skills and may allow for further advancement or promotion at the District.
  - (2) The District shall yearly apportion an amount to allow for reimbursements per employee for those employees who attend and successfully complete skills enhancement courses. Such reimbursement will be paid upon proof of completion in any approved course. Employees wishing to take skills enhancement courses must obtain prior approval from the District's Personnel Manager before taking the course in order to be reimbursed.
  - (3) Upon proof of completion of a course (grade "C" or better, "pass", "credit", or other indication of satisfactory completion of the course) the District will reimburse the employee for the course cost and related materials (books, required supplies, lab fees, etc.) up to the prescribed limit.

**10.17 DEPENDENT CARE ASSISTANCE PLAN AND MEDICAL CARE REIMBURSEMENT ACCOUNT PLANS. (Revised 10/1/03)**

The District's Dependent Care Assistance Plan allows employees to set aside pre-tax dollars to pay for eligible expenses for dependent care. The Medical Care Reimbursement Account plan allows employees to set aside pre-tax dollars to pay for eligible medical expenses that are not covered by medical, dental, and vision insurance benefits.

**10.18 SOCIAL SECURITY REPLACEMENT BENEFITS.**

- (a) The District's Board of Directors has adopted and implemented a package of benefits designed to replace to the fullest extent possible those benefits formerly provided under the employer-employee jointly funded federal program commonly known as Social Security. These replacement benefits include the following:
  - (1) Special retirement and disability benefits under PERS. (See Resolution No. 1289, December 17, 1980.)
  - (2) Life insurance coverage for employees is as specified in the contracts. The contracts are available in the Personnel Office.
  - (3) A portion of long term disability coverage at the level of 66 2/3% of monthly salary to a maximum benefit of \$4,000. **(Revised 3/6/96)**
  - (4) Qualified pension plan contribution of \$62.50 per month credited to each full-time regular employee's account. (See Resolution No. 1345, August 5, 1981.)
- (b) It is the intention of the Board of Directors that the cost of these benefits in subsequent years be less than and in no event exceed the amount which would have been required

as the employer contribution to Social Security. It is further the intention of the Board that contributions to the qualified pension plan be reduced if necessary to accomplish the cost-limit objective.

- (c) The Board specifically reserves the right, subject to meet and confer to adjust and alter the benefits described above so as to achieve a result which most effectively meets the needs of employees in an equitable manner without adding costs to the District.

## 10.20

### **GUARANTEED RIDE HOME (GRH). (Revised 7/20/94)**

The District shall provide a Guaranteed Ride Home (GRH) to all employees who contribute to the District's Employer Based Trip Reduction (EBTR) goals.

A Guaranteed Ride Home is one of the following:

- (a) Reimbursement for use of the fare for mass transit between the District and the employee's home.
- (b) If the employee's commute does not reasonably accommodate mass transit, the employee may use a pool vehicle from the employee's Division vehicle pool, if one is available. "Reasonably Accommodate" means that use of mass transit will require no more than one transfer between transit vehicles (SF Muni to BART does not count as a transfer), and that the employee expects to leave the office before 7:00 PM or 1 hour after sundown (whichever is later). The vehicle will be returned to the pool coordinator on the employee's next working day.
- (c) If the employee's commute does not reasonably accommodate mass transit, and if there are no available vehicles in the employee's Division vehicle pool, the employee may use a pool vehicle from the District vehicle pool, if one is available. The vehicle will be returned to the Facilities Manager on the employee's next working day.

In order to contribute to the District's EBTR goals, an employee must commit to routine use of an alternative means of commuting to the District by submitting a certification ("GRH Certificate") to the District Transit coordinator. The GRH Certificate must indicate whether or not the employee's commute reasonably accommodates the use of transit. Routine use means use of one or more of the following commute methods as the principal means of transportation for both in-bound and out-bound commute trips at least ten times per month:

- (d) Carpool or rideshare, where the vehicle contains three or more occupants.
- (e) Mass transit.
- (f) Emission-free transportation (walking, jogging, bicycling).

An employee may use a Guaranteed Ride Home for any of the following reasons:

- (g) The employee has a family emergency that requires the employee to leave work early.
- (h) The employee is required to work unscheduled overtime.
- (i) The employee is unable to complete the trip home due to a breakdown of the employee's normal mode of transport.
- (j) The employee has received an on-the-job injury that prevents the employee from reasonably using the normal method of transportation.
- (k) The employee's carpool has left early or late due to one of the above circumstances.

The procedure for using a Guaranteed Ride Home is as follows:

- (l) For transit reimbursement, the employee shall request reimbursement on his/her first working day following use of a Guaranteed Ride Home.

- (m) For use of a pool vehicle, the employee shall contact the Division Pool Coordinator to determine whether or not a Division Pool Vehicle is available; if not, the employee shall contact the Facilities Manager to determine whether or not a District pool vehicle is available.

The pool coordinator or Facility Manager shall verify that the Employee has submitted a GRH Certificate to the Transit coordinator; if so, a vehicle will be provided to the employee if one is available.

The employee shall make sure that the vehicle will not be locked up when needed.

The employee shall return the vehicle and the keys on his/her next working day.

- (n) On the his/her first working day following use of a Guaranteed Ride Home, the employee shall submit to the Transit Coordinator a memorandum describing the form(s) of transit taken, the fare(s) paid, and the qualifying reason for the Ride Home.

## SECTION 11 LEAVE AND HOLIDAYS

### 11.1 ANNUAL LEAVE.

- (a) An employee will earn annual leave credits at the rate of 3.69 hours per pay period (approximately one day per month) for the first three years of employment. Annual leave will accrue but cannot be taken until the successful completion of six months' service. If an employee's annual leave accrual rate changes during a pay period, the new rate will be credited from the first day of that period. **(Revised 12/21/94)**
- (b) An employee with more than three and up to five years of employment will earn annual leave at the rate of 4.64 hours per pay period (approximately 1-1/4 days per month).
- (c) An employee with more than five and up to ten years of employment will earn annual leave at the rate of 5.52 hours per day period (approximately 1-1/2 days per month).
- (d) An employee with ten years or more of employment will earn annual leave at the rate of 6.48 hours per pay period (approximately 1-3/4 days per month).
- (e) An employee with more than twenty years and up to thirty years of employment will earn annual leave at the rate of 7.69 hours per pay period (approximately 2 days per month). **(Revision Approved 6/19/96; Effective 7/01/96)**
- (f) An employee with thirty or more years of employment will earn annual leave at the rate of 9.23 hours per pay period (approximately 2-1/2 days per month).
- (g) Annual leave will be normally scheduled in advance by the employee's immediate supervisor, in consideration of the operating requirements of the section and the division. However, in an emergency situation, annual leave will be authorized so long as the employee's immediate supervisor is notified in advance.
- (h) The maximum accumulation of annual leave is forty (40) working days as of the end of the calendar year. Use of annual leave of more than twenty (20) days must be scheduled and approved by the Air Pollution Control Officer.
- (i) For the purposes of determining the rate of annual leave, accumulated service within the District will be used less any time for leave of absence in excess of two pay periods.
- (j) If a pay day falls during an employee's vacation, the employee may receive a partial pay warrant for the pay period. The employee may pick up the warrant three (3) days prior to beginning vacation, provided two weeks' notice is given to the payroll clerk.



**11.2 SICK LEAVE.**

- (a) Coverage - Sick leave is granted leave to cover authorized absence by an employee unable to work for any of the following reasons:
  - (1) Personal injury or illness, pregnancy, childbirth, or pregnancy-related disability.
  - (2) Exposure to contagious disease requiring quarantine.
  - (3) When the employee is required to attend to a member of the immediate family for reason stated in (1) above, to a maximum of ten (10) days per year.  
**(Revised 9/6/95)**
  - (4) For the purpose of this section, immediate family will include: mother, father, spouse, domestic partner, children, brother, sister, grandparents and grandchildren of the employee, relatives by marriage including mother-, father-, brother-, sister-, son-, and daughter-in-law, and the following domestic partner loved ones: mother, father, brother, sister, son and daughter. **(Revision Approved 12/04/96; Effective 12/04/96)**
  - (5) Appointments for dental, eye, and other medical examinations.
- (b) Allowance - Employees will earn sick leave at the rate of 3.69 hours per pay period. There is no limit to the amount of sick leave which may be accumulated. Employees are eligible to use sick leave as it is earned.
- (c) Coordination with State Disability Insurance - Sick leave will be integrated with State Disability Insurance as soon as eligibility for such benefits is established.
- (d) Job-Related Injury - Employees injured on the job and accepted for Workers' Compensation will not be required to use sick leave for the period from the 1st through the 90th calendar day. This period will begin the day following the date of injury or the date Workers' Compensation approved the absence from work, whichever date begins the absence from work. The period will apply only once per injury. The date of injury will be paid as a day worked for pay purposes.
- (e) Holiday During a Sick Leave Period - If a holiday occurs during a continuous period of authorized sick leave, the holiday will not be counted as a day of sick leave.
- (f) Blood Donations - Employees may take up to two (2) hours to donate blood to the District's account or to a specific person's account to a maximum of twice a year without loss of sick leave credits. Such leave must be approved in advance and consistent with District operating requirements.

**11.3. BEREAVEMENT LEAVE.**

- (a) When a death occurs in the immediate family of an employee, the employee may take three consecutive days off, counting the day of the funeral, without loss of pay.
- (b) If the employee is the family member required to make the family arrangements for the funeral and burial (or equivalent ceremony), the employee may take up to five (5) days off without loss of pay to make such arrangements. Such time shall include all time for travel.
- (c) For the purpose of this Article, immediate family is defined the same as in Section III-11.2(a)(4).

**11.4 TEMPORARY DISABILITY LEAVE. (Revised 12/21/94)**

An employee who becomes temporarily disabled for valid medical reasons including illness, injury, or other medical reasons (other than pregnancy), is entitled to a temporary disability

leave for any period of actual disability for up to a total of six (6) months. Leave in excess of six (6) months may be granted under a leave of absence (see Section 11.8 below).

Before taking unpaid leave, the employee must use all available sick leave except for 80 hours that may be retained or used at the employee's discretion. An employee has the option to use his/her accrued annual leave and floating holiday leave during the disability period. State Disability Insurance benefits received by the employee will be converted to sick leave hours and credited to the employee's sick leave accrual balance. Sick leave and annual leave compensation will be coordinated with State Disability Insurance benefits.

Temporary disability leave grants the employee rights to return to the same position the employee held prior to the leave, or to a comparable position in the same job classification and at the same pay grade.

An employee on temporary disability leave continues to receive benefits described in Section 10, except that an employee on temporary disability leave without pay for 80 hours or more during a fiscal year will not accrue annual or sick leave, receive transit subsidy, or receive educational reimbursement, unless the course was approved prior to the commencement of the leave. However, an employee will continue to accrue annual and sick leave if on temporary disability leave due to an injury sustained while on the job, provided that the period of the leave is covered by an approved Worker's Compensation claim. Employee and employer contributions to PERS are not paid during unpaid portions of temporary disability leave. Temporary disability leave is not considered a break in service.

To enable an employee who is temporarily disabled to return to work as soon as possible, the employee may request a transfer to a less hazardous or strenuous position for the duration of the disability. The APCO will grant such a request if it can be reasonably accommodated. The request for a transfer must be based on the advice of the employee's health care provider.

Temporary disability leave, unlike pregnancy disability leave, runs concurrently with leave taken under the Family Care and Medical Leave provision of Section 11.7 below.

An employee who plans to take a disability leave must give reasonable notice of the date the leave will commence and the estimated duration of the leave. The employee shall provide a medical certification from the employee's health care provider to the Personnel Section within one week after the commencement of any temporary disability leave, and shall provide a supplemental medical certification at least once every four weeks thereafter. In the case of a severe or extended illness, the APCO may waive the requirement to provide supplemental medical certifications.

#### **11.5 MILITARY LEAVE. (Revised 1/6/10)**

Military leave is governed by the Military and Veterans Code of the State of California and the federal Uniformed Services Employment and Reemployment Rights Act.

#### **11.6 LEAVE WITHOUT PAY. (Revised 12/21/94)**

Regular full-time or part-time and probationary employees may be granted a leave without pay for non-medical reasons. Such leave will be granted at the discretion of the APCO.

Leave may be granted for any period of time up to thirty (30) calendar days and may be extended for one (1) to ten (10) additional working days. A working day is any day that the District office is open for business. A return to work of one full day is considered as ending a leave period. Additional time after this day will be requested as a new and separate leave.

An employee on leave without pay continues to receive benefits described in Section 10, except that an employee on leave without pay for more than 80 hours during a fiscal year will not accrue annual or sick leave for the period of leave without pay in excess of 80 hours, and will not receive transit subsidy, or receive educational reimbursement, unless the course was approved prior to the commencement of the leave. Employee and employer contributions to

PERS are not paid during leave without pay. A leave without pay is not considered as a break in service, and the employee is assured return to the same position, or to a comparable position in the same job classification and at the same pay grade.

**11.7 FAMILY CARE AND MEDICAL LEAVE. (Revised 1/6/10)**

Reasons for Taking Family Care and Medical Leave

Eligible employees can take Family Care and Medical Leave for any of the following reasons:

1. Birth of an employee's child.
2. Placement of a child with an employee for adoption or foster care.
3. Due to the employee's own serious health condition.
4. To care for a spouse, domestic partner, child or parent with a serious health condition.
5. Due to a qualifying exigency arising out of the fact an employee's spouse, domestic partner, child or parent is on active military duty or has been notified of an impending order to active duty ("Qualifying exigency leave").
6. To care for a current member of the Armed Forces, National Guard or Reserves who has a serious injury or illness if the employee is the spouse, domestic partner, child, parent or next of kin of the servicemember ("Military caregiver leave").

Amount of Leave

Eligible full-time employees are entitled to up to 12 workweeks (480 hours) of family care and medical leave in a 12 month period when the leave is taken for reasons 1 through 5 above. The 12 month period begins on the first date family care and medical leave is taken.

Eligible full-time employees are entitled to up to 26 workweeks (1040 hours) of military caregiver leave within a single 12 month period. Unlike other types of family medical leave, military caregiver leave is a one time entitlement only; it does not renew annually.

An eligible employee may combine military caregiver leave with traditional family medical leave during a single 12 month period; however, the employee is limited to taking a maximum of 26 weeks of leave in such circumstances.

Intermittent or Reduced Schedule Leave

When necessary, family care and medical leave may be taken intermittently or the employee may be authorized to work on a reduced schedule. The District may require the employee to provide certification supporting the need for intermittent or reduced schedule leave. Employees are required to make a reasonable effort to schedule intermittent leave so as not to disrupt the District's operations.

When an employee is taking intermittent leave or working a reduced schedule, the employee may be transferred to an alternate position, with equivalent pay and benefits, that accommodates the periods of leave better than the employee's regular position.

Earned benefits shall be reduced for an employee with a reduced work schedule, if the reduction is one which is normally made for part-time employees.

Eligibility

An employee is eligible for family care and medical leave if he or she has been employed by the District for at least 12 months and has performed work for at least 1250 hours during the 12 months preceding the leave period.

An employee who works part-time is eligible for family care and medical leave if he or she has been employed for at least 12 months. For eligibility purposes, the hours of work performed for by a part-time employee will be calculated on a pro-rata or proportional basis.

Leave entitlement is equal to the sum of work hours and paid leave, including paid or unpaid pregnancy disability leave, during the twelve week period immediately preceding the first request for family care and medical leave, to a maximum of 480 hours.

#### Use of Accruals

##### Family care and medical leave is unpaid

An employee who is taking family care and medical leave to care for an eligible family member, for the birth or placement of a child, or for a qualifying exigency must use all accrued annual leave and floating holidays, except for 80 hours that may be retained or used at the employee's discretion. An employee may also use sick leave in an amount not less than the sick leave that would accrue during six months of the employee's current rate of entitlement when leave is taken to care for an ill family member.

An employee who is taking leave due to the employee's own serious health condition must use all available sick leave, except for 80 hours that may be retained or used at the employee's discretion. The employee is not required, but may choose to, use accrued annual leave and floating holidays during the leave.

Use of paid leave accruals during otherwise unpaid family care and medical leave does not increase the amount of leave available to an employee.

#### Notice

If possible, the employee must provide the District with at least 30 days' notice before the leave begins. If this is not possible, the employee must provide as much notice as is practicable.

To the extent that the employee's absence is the result of planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as to avoid undue disruption of the District's operations.

#### Certification

An employee will be required to submit a certification to the division director supporting the need for family care and medical leave. The content of the certification is dependent upon the type of leave being taken as described below.

- (a) For employee's own serious health condition: The certificate shall state (1) the date on which the serious health condition began; (2) the probable duration of the condition; and (3) a statement that due to the serious health condition the employee is unable to perform one or more of the essential functions of his or her position. If intermittent or reduced schedule leave is sought, the certificate must also indicate the medical necessity for the intermittent or reduced schedule leave and its expected duration.
- (5) For family member's serious health condition: The certificate shall state (1) the date on which the serious health condition began; (2) the probable duration of the condition; (3) the amount of time needed to care for the family member; and (4) a statement that the family member's condition warrants the participation of the employee to provide care. If intermittent or reduced schedule leave is sought, the certificate must also indicate that such leave is necessary for the care of the family member and the expected duration of the intermittent or reduced schedule leave.
- (6) For qualifying exigency leave: The certificate shall state (1) the name of the covered military member; (2) the employee's relationship to the military member; (3) a statement describing the reason for requesting qualifying exigency leave and any related supporting documentation; (4) the date on which the leave will commence; and (5) the probable duration of the leave. If intermittent or reduced schedule leave is sought, the certificate must also indicate the anticipated frequency and duration of such

leave. The employee may also be required to provide a copy of the military member's active duty orders.

- (7) For military caregiver leave:
1. An employee may be required to provide a certificate containing the following information: (1) the name of the servicemember; (2) the relationship of the employee to the servicemember; (3) whether the servicemember is a current member of the Armed Forces, National Guard or Reserves; (4) whether the servicemember is assigned to a military medical facility and the name of such facility; (5) whether the servicemember is on the temporary disability retired list; (6) a description of the care to be provided to the servicemember; and (7) an estimate of the duration of the leave.
  2. An employee may also be required to provide a certificate from an authorized health care provider setting forth the following: (1) whether the servicemember's injury or illness was incurred in the line of duty on active duty; (2) the date on which the injury or illness began and its probable duration; (3) whether the injury or illness renders the servicemember unfit to perform his or her duties; (4) whether the servicemember is receiving medical treatment, recuperation or therapy; (5) information sufficient to establish that the servicemember is in need of care; and (6) the estimated duration of the need for care. If intermittent or reduced schedule leave is sought, the certificate must also indicate that such leave is necessary for the care of the family member and the expected duration of the intermittent or reduced schedule leave. Health care providers authorized to provide this certificate include a U.S. Department of Defense (DOD) health care provider, a U.S. Department of Veterans Affairs health care provider, a DOD TRICARE network health care provider, or a DOD non-network TRICARE health care provider.
  3. In lieu of certification forms containing the information set forth above, the District will accept Invitational Travel Orders (ITOs) or Invitational Travel Authorizations (ITAs) issued to a family member of a servicemember.

All certificates will be maintained in a confidential file in the Personnel Section.

#### Benefits

Family care and medical leave will not be considered a break in service. An employee will continue to receive benefits, except that an employee on unpaid family care and medical leave for 80 hours or more during a fiscal year will not accrue annual and sick leave, receive transit, subsidy, or receive education reimbursement, unless the course was approved prior to the commencement of the leave. Employee and employer contributions to PERS are not paid during unpaid portions of family care and medical leave.

#### Reinstatement

Employees returning from family care and medical leave will be reinstated in the same position, or to a comparable position in the same job classification and at the same pay grade.

An employee who takes leave for his or her own serious health condition may be required to produce a fitness for duty certification prior to returning to work.

Limitations on leave taken after the birth or placement of a child

Entitlement to this leave expires at the end of the 12-month period beginning on the date of the birth or placement of the child.

If both parents are employed by the District, the aggregate number of hours to which they both are entitled is the larger of their individual entitlements.

## Important Definitions

### Child:

For purposes of leave taken for birth or placement of a child or to care for a family member with a serious health condition, “child” means a biological, adopted, foster child, stepchild, legal ward, or a child for whom the employee is acting as a parent. The child must be under 18 years old or over 18 and incapable of self-care due to a physical or mental disability.

For purposes of military caregiver or qualifying exigency leave, “child” is a biological, adopted, foster child, stepchild, legal ward, or a child for whom the employee is acting as a parent who is of any age.

Next of Kin: For purposes of military caregiver leave, “next of kin” means the nearest blood relative other than the servicemember’s spouse, domestic partner, parent or child, in the following order: blood relatives who have been granted legal custody of the servicemember by court decree, siblings, grandparents, aunts and uncles, and first cousins, unless the servicemember has designated in writing another person as his or her nearest blood relative.

Serious Health Condition: An illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice or residential health care facility, or continuing treatment or supervision by a health care provider.

### Interaction with Pregnancy Disability Leave

Pregnancy disability leave, as described in Section 11.9, may be taken in addition to family care and medical leave, and is not subtracted from the family care and medical leave entitlement. However, any other form of leave (including sick leave and temporary disability leave) which is taken for the purposes of allowed under this Section 11.7, whether paid or unpaid, will be subtracted from the family care and medical leave entitlement. There is no need for the employee or the child to have a serious health condition, nor is it required that an employee continue to be disabled by her pregnancy, childbirth or any related medical condition before taking family care and medical leave in the year following the birth or adoption of a child.

In addition to the leave allowed under this Section 11.7, an employee may be entitled to additional leave time pursuant to Section 11.4 above due to the employee’s disability. The APCO may also grant additional leave without pay pursuant to Section 11.6 above or a leave of absence pursuant to Section 11.8 below.

## **11.8 LEAVE OF ABSENCE. (Revised 12/21/94)**

- (a) Leave of absence may be granted for non-medical reasons or to continue a medical leave for a maximum of six (6) months by the APCO. A consecutive leave of absence may be granted but in no case for a total of more than twelve (12) months for any employee.

No annual or sick leave credits are earned during leaves of absence. An employee on a medical leave of absence continues to receive benefits described in Section 10, except that an employee on leave of absence shall not receive transit subsidy, or receive educational reimbursement, unless the course was approved prior to the commencement of the leave. Employee and employer contributions to PERS are not paid during unpaid leaves of absence. An employee on a leave of absence for non-medical reasons receives none of the benefits described in Section 10. A leave of absence for non-medical reasons is considered a break in service, and the position vacated by this leave may be open for recruitment of a regular employee.

- (b) Return after unexpired leave. Granting a leave of absence will permit the return of the employee to District employment before the expiration of the leave of absence under the following conditions.

- (1) The employee will have preference for re-employment in the same classification or at another lower classification for which the person is qualified, provided the position is vacant.
- (2) Leave of absence does not confer any absolute right to return to position or employment.
- (3) Employee time in-grade for salary increase will be preserved, at the same level.
- (4) Accrued pension rights and pension time will be preserved.

**11.9 PREGNANCY DISABILITY LEAVE. (Revised 12/21/94)**

An employee is eligible to take pregnancy disability leave for any period of actual disability caused by pregnancy, childbirth or any related medical conditions for up to 88 working days per pregnancy. Leave in excess of 88 working days may be granted for up to an additional two months as temporary disability leave under Section 11.4 above, under family care and medical leave under Section 11.7 above, as leave without pay under Section 11.6 above, or as a leave of absence under Section 11.8 above. A working day is any day that the District Office is open for business. The leave can be taken before or after birth, or intermittently for any period of time an employee is unable to work because of the pregnancy or pregnancy-related condition.

An employee has the option to use her accrued annual leave, sick leave and floating holiday leave during the disability period. Sick leave and annual leave compensation will be coordinated with State Disability Insurance benefits. State Disability Insurance benefits received by the employee will be converted to sick leave hours and credited to the employee's sick leave accrual balance.

Pregnancy disability leave grants the employee the right to return to the same position the employee held prior to the leave. An employee on pregnancy disability leave continues to receive benefits described in Section 10, except that an employee on pregnancy disability leave without pay will not receive transit subsidy or receive educational reimbursement, unless the course was approved prior to commencement of the leave. Employee and employer contributions to PERS are not paid during unpaid portions of pregnancy disability leave. Pregnancy disability leave is not considered a break in service.

An employee who is temporarily disabled because of pregnancy or a pregnancy-related condition may request a transfer to a less hazardous or strenuous position for the duration of the disability. The APCO will grant such a request if it can be reasonably accommodated. The request for a transfer must be based on the advice of the employee's health care provider.

Pregnancy disability leave is in addition to leave granted under the family care and medical leave provision of Section 11.7 above. At the end of an employee's period of pregnancy disability leave, the employee may request to take family care and medical leave, if the child has been born by this date.

An employee who plans to take a pregnancy disability leave must give reasonable notice of the date the leave will commence and the estimated duration of the leave. To continue this leave beyond the first six weeks after birth, the employee shall provide a medical certification of the disability from the employee's health care provider to the Personnel Section by the end of the seventh week after birth, and shall provide a supplemental medical certification at least once every four weeks thereafter unless the APCO waives the requirement to provide such supplemental medical certifications.

**11.10 GRANTING A LEAVE FROM WORK. (Renumbered 12/21/94)**

No leave provision mentioned above is granted automatically, but must be applied for and approved before the provisions for such leave are applicable. The APCO may reject a request for such leave for justifiable reason.

**11.11 JURY DUTY. (Renumbered 12/21/94)**

Any employee of the District summoned to serve on a jury shall be entitled to regular pay provided the employee deposits the fees for service with the District Director of Administrative Services (except any mileage reimbursement).

**11.12 SUBPOENA AS A WITNESS. (Renumbered 12/21/94)**

Any employee of the District subpoenaed as a witness shall be entitled to regular pay provided the employee deposits the fees for services with the District's Director of Administrative Services.

**11.13 HOLIDAYS. (Revised 10/02)**

(a) The following days will be paid holidays for all employees:

New Year's Day	(First day of January)
King's Birthday	(Third Monday of January)
Lincoln's Birthday	(Twelfth day of February)
Washington's Birthday	(Third Monday of February)
Memorial Day	(Last Monday of May)
Chavez' Birthday	(Thirty-first day of March)
Independence Day	(Fourth day of July)
Labor Day	(First Monday of September)
Columbus Day	(Second Monday of October)
Veterans Day	(Eleventh day of November)
Thanksgiving Day	(Fourth Thursday of November)
Day After Thanksgiving	(Fourth Friday of November)
Christmas Day	(Twenty-fifth day of December)

(8) Every day appointed by the President of the United States or Governor of California as a holiday.

(9) Holidays falling on Sunday will be celebrated on the following Monday. Holidays falling on Saturday will be celebrated on the preceding Friday, except, if the Governor proclaims the following Monday to be the holiday.

(10) Commencing on October 2002, and every fiscal year thereafter, unless otherwise modified by the Board of Directors, the District shall grant each management employee 72 hours of floating holiday and each confidential employee 36 hours of floating holiday. Except, any management or confidential employee who is hired after July 1<sup>st</sup> of the current fiscal year shall receive a prorated portion of the total floating holiday hours based upon the remaining months for that fiscal year. For purposes of prorating, any management or confidential employee whose hire date is between the 1<sup>st</sup> and the 15<sup>th</sup> of the month shall receive his/her prorated portion for that month. For purposes of prorating, any management or confidential employee whose hire date is between the 16<sup>th</sup> and the last day of the month shall not receive any prorated portion for that month.

Management and confidential employees who were employed on or before July 1st of the fiscal year shall be credited with the total floating holiday hours on July 1st of the current fiscal year shall receive the total prorated portion of floating holiday hours on their date of hire for that fiscal year.

Employees must request to use floating holiday no less than five (5) days in advance. A floating holiday can be taken only with the approval of the employee's supervisor.

(11) If an employee normally is not scheduled to work on a day which is a paid holiday for other District employees, that employee is entitled to 8 hours of paid holiday leave on the day on which that employee is normally scheduled to work which immediately precedes or follows the paid holiday.



- (12) Employees working a compressed workweek whose normal workweek includes a paid holiday for other employees are only entitled to 8 hours of paid leave for that holiday.

**11.14 BENEVOLENT LEAVE FUND (Revised 10/5/11)**

The Benevolent Leave Fund is established for the use and donation by District employees. Any District employee (hereinafter referred to as “employee”) may donate annual leave, sick leave, compensatory time, or floating holiday, with the limitation noted in subsection A immediately below, to the benevolent leave fund for the benefit of employees who are catastrophically ill or injured for one hundred (100) consecutive working hours or longer. In order to donate leave, the following conditions apply:

- (a) Only accrued annual or sick leave, compensatory time, or floating holiday leave may be donated to the fund. Any employee may donate up to 40 hours of sick leave to the fund per fiscal year. Floating holiday leave that is donated will only be valid during the fiscal year in which it is accrued. Thus, if in a given fiscal year, an employee donates floating holiday leave and the leave is not used during that fiscal year, the donated leave will expire on the last day (June 30) of that fiscal year.
- (13) To donate accrued leave to the fund, an employee must be eligible to accrue or use annual leave credit and cannot currently be using leave from the Benevolent Leave Fund.
- (14) To donate sick leave, an employee must have a sick leave balance of at least 200 hours.
- (15) Donated leave may be designated for a specific employee, or may be donated without designation. Floating holiday leave shall be used first. Other benevolent leave that is designated to a specific employee must be used in the sequence it was donated. If leave that is donated to a specific employee is not used within 120 days, such leave will be added to the general benevolent leave fund.
- (16) Leave may be donated to the fund regardless of whether there is a qualified recipient.
- (17) Leave may not be sold, bartered or traded to another employee under any circumstances.
- (18) Once leave has been donated to the fund, that leave cannot be reclaimed by the employee making the donation unless and until that employee later becomes an eligible fund recipient.

In order to be a fund recipient, the following conditions apply:

- (19) The recipient must be catastrophically ill or injured, on an approved leave for medical purposes and must have on file with the Human Resources Office a medical verification from the employee’s personal physician that demonstrates that the recipient is in fact catastrophically ill or injured and unable to work for at least one hundred (100) consecutive working hours or longer.
- (20) Upon written request from the Association Board of Directors, the Human Resources Officer shall provide, to the Association the amount of leave in the fund.
- (21) The recipient must have exhausted all forms of paid leave prior to using any benevolent leave. However, it is understood the employee will accrue all appropriate leaves during the time the Benevolent Leave Fund is in use and shall not be required to use such accrued leave during such time.
- (22) The recipient may not receive benevolent leave from the fund in an amount which exceeds 100% of that employee’s normally scheduled hours for any pay period.
- (23) Written requests to use leave from the fund shall be submitted to the Human Resources Officer.

- (24) The Human Resources Officer or designee shall provide a written response approving or denying the employee's request, or requesting more information within 5 working days. If the request is denied, the Human Resources Officer or designee shall state the reasons for denial in the written response.
- (25) If a request to use leave from the fund is denied, the refusal may be appealed to the APCO. The APCO's decision shall be provided, in writing, to the employee within ten (10) calendar days from the date an appeal is submitted.

Catastrophic illness of injury is defined as a serious illness, injury, impairment, or physical or mental condition that is present for a minimum of one hundred (100) consecutive working hours or longer.

## **SECTION 12 PERSONNEL TRANSACTIONS AND RECORDS**

### **12.1 HIRING AND INITIAL ORIENTATION.**

The Personnel Section will ensure that each new employee has completed all necessary forms and is given an orientation regarding the District's classification plan, salary and benefit information, and the District's basic structure and organization.

### **12.2 PERSONNEL AND MEDICAL FILES.**

The Personnel Section maintains a personnel file on each employee containing application form or resume, references, and other pertinent forms, correspondence and materials. Necessary personal and job-related information about each employee is retained in an official personnel file in the Personnel Section. Each file contains basic identifying information, completed employment application, as well as other hiring-related documents; salary information; fringe benefit and beneficiary information; leave and attendance records; performance evaluation, disciplinary documents; and other job-related information deemed essential by management. All file contents are confidential.

Employees have the right to inspect their personnel files upon request at a mutually agreed-upon time and place.

Internal access to a personnel file is limited to supervisors and managers who are considering an employee for a promotion, transfer or other personnel action, and to other management staff who have a legitimate, verifiable need to know specific information about an employee.

Except as specified in Section III-12.3 below, no personnel information is to be disclosed to any party outside the District unless the current or former employee provides the District with a signed authorization to release information. The District reserves the right to verify basic personnel information without notifying the individual, and to cooperate with law enforcement, public safety, or medical officials who demonstrate a legitimate need to know specific information.

Medical information is retained in a separate file. This information is confidential and may be reviewed only by the employee to whom the information pertains; the employee's physician or attorney, when the employee provides a signed consent form; and, if designated, the employee's representative.

To insure that personnel files are up-to-date at all times, employees are responsible for notifying the Personnel Section of changes to any information.

**12.3 EMPLOYMENT RECORD VERIFICATION.**

The Personnel Section will confirm dates of employment, position, salary and reason for separation for outside employers who request information regarding former District employees.

**12.4 CLASSIFICATION SYSTEM.**

The Personnel Section will ensure that each position in the District is properly classified and that the system is maintained.

**12.5 REQUESTS FOR NEW EMPLOYEES. (Revised 12/21/94)**

- (a) In order to fill a vacancy for a regular employee, full-time or part-time, the supervisor or section manager will request that the Personnel Section initiate a Request For New Employee form. The form will be signed by the supervisor making the request and the Division Director, then routed to the Director of Administrative Services to determine availability of funds. If funds are available, the request form will be routed to the Deputy APCO, when applicable, and the APCO for approval.
- (26) When a limited-term employee or student worker, full-time or part-time, is needed due to an increase in workload and/or absence of a regular employee, the supervisor or section head must submit a written justification to the Division Director, the Deputy APCO, when applicable, and the APCO for approval. The Personnel Section will initiate a Request for New Employee form upon receipt of the approved justification. The Request For New Employee form will then be signed by the requesting supervisor and Division Director, then routed to the Director of Administrative Services to determine availability of funds. If funds are available, the request form will be routed to the Deputy APCO, when applicable, and the APCO for approval.
- (27) Upon receipt of the approved Request form, the Personnel Section will initiate recruitment for the position(s).

**12.6 PERSONNEL ACTION FORMS.**

Personnel actions including new hire, promotion, transfer, merit increase, or any other change in employment status must be approved by the immediate supervisor, the Division Director, and where appropriate, the Deputy APCO and the APCO before such action become effective. The Personnel Section will initiate the appropriate form and will inform the Division and the employee concerned of the approval of the action to be taken.

**SECTION 13 METHOD OF FILLING VACANCIES**

**13.1 RECRUITMENT AND SELECTION OF EMPLOYEES. (Revision Approved 9/18/02; Effective 9/18/02)**

(a) Recruitment / Selection Procedures

The Human Resources Department, in consultation with the designated hiring manager, shall be responsible for the recruitment of applicants, as well as the planning, designing, constructing, and administering of the selection process. Selection processes shall be job related and developed in accordance with the federal Equal Employment Opportunity Commission's Uniform Guidelines on Employee Selection Procedures and related professional standards.

(b) Recruitment Bulletins & Notices

- 1. Written notices concerning vacancies, transfer opportunities, selections for special assignments and related promotional opportunities shall be posted on the

District's website and at work locations of employees who may be affected not later than 10 working days prior to the closing date for the filing of appropriate applications.

2. The Human Resources Department shall determine the need for the use of newspaper advertisements and/or the distribution of bulletins for public notice on a case-by-case basis.

(c) Interest Cards

1. The Human Resources Department shall maintain a file of "interest cards" on which interested persons may indicate that they wish to be notified if and when the application filing period for a particular classification is open. Interest cards shall be kept on file for one year.
2. Application materials shall be mailed to all persons who have an "interest card" for the proper classification on file in the Human Resources Department prior to the open date of filing. It is the responsibility of the "applicant" to maintain the currency of the information provided on interest cards.
3. The failure of any person to receive notice of a vacancy shall not invalidate any procedure.

(d) Filing of Applications

1. Applications for employment will only be accepted if received in the Human Resources Department offices during normal business hours, prior to the close of the filing period. The filing period shall be announced by notice given in accordance with section 13, above, specifying the date by which applications must be received or postmarked. Filing periods may be extended by approval of the Human Resources Officer.
2. Late applications may be accepted by the Human Resources Officer for verifiable cases involving illness, prolonged hospitalization, a serious accident and, in the case of a verifiable mis-delivery or error by the U.S. Postal Service or the District's Mail Unit, when it can be documented that the reasons for failing to file a timely application are beyond the candidate's control, or in instances in which an error was made detrimentally affecting the applicant.

(e) Reasons for Rejecting an Applicant or Candidate for Employment

The following is a comprehensive, but not limiting, listing of reasons for which applicants or candidates for employment may be rejected:

Unsatisfactory health conditions.

Advocacy of overthrow of the Government of the United States or the State of California by force, violence, or other unlawful means.

Making a false statement or omitting a statement as to any material fact on an application form.

Practicing any deception or fraud in connection with an examination, or to secure employment.

Dismissal from a previous employment for cause.

Discharge other than honorable from the armed forces of the United States.

A record of unsatisfactory service with the District.

Failure to meet approved standards covering any other basis for rejection of unfit applicants and candidates other than failure to meet requirements established for the examination relating to training, experience, licenses, and certificates.

Failure to report for duty after an assignment has been offered and accepted.

Failure to demonstrate eligibility to work legally in the United States.

Failure, after due notice, to report promptly for review of any of the above reasons for rejection. Such notice shall state that the failure to report is the basis for rejection.

Criminal convictions including Motor Vehicle Violations when driving is integral to performance of the assigned duties (the period for which a candidate may be barred varies, based on the offense for which the candidate was convicted).

(f) Initial Application Screening

The Human Resources Analyst shall conduct an initial screening of all of the applications and supplemental materials received by the closing deadline. Applications shall be screened to determine if the listed education, training, and experiences meet the minimum qualifications criteria specified for the class. The Analyst may make use of one or more Subject Matter Experts (SME) to assist in qualifying the applications.

(g) Additional Selection Procedures

1. When the Human Resources Analyst determines that a substantial number of applications have been received, applications may be further screened by an assessment panel using training and experience standards more specific than just the minimum qualifications for the job.

Training and experience evaluation (T&E) assessment panels shall include at least two members. The scoring of the T&E shall be made on a Rating Sheet designed specifically for evaluating the training and experience of applicants and only those applicants having the most directly related experience as determined by the evaluation will continue in the selection process.

2. Combinations of written, performance and/or oral examinations may be used to further assess the candidate's qualifications.
3. A candidate who obtains a score below the pass point in any one part or in any combination of parts of an examination shall be eliminated from further competition in that examination process.

(h) Oral Boards

1. For classes of positions deemed by the Human Resources Department to require an oral examination, the oral examination board shall include at least two members. Unless specifically directed to evaluate candidates' technical knowledge and skills, the oral examination board shall confine itself to evaluating general fitness for employment in the class. When the oral examination board is directed to evaluate technical knowledge and skills, at least two members of the board shall be technically qualified in the specified occupational area.
2. In no case will an oral examination board be provided with confidential references on employees of the district who are competing in promotional examinations. Scores achieved by the candidate on other parts of the examination shall not be made available to the oral examination board.

3. Questions relating to race, color, national origin, ancestry, age, marital status, sex, sexual orientation, religious creed, political affiliation, medical condition or, physical or mental disability, shall not be asked during an examination interview or interview for appointment.

(i) Eligibility Lists

1. After the examination process is completed, candidates shall be ranked on an eligible list according to their scores. Scores will be based on the combination of the scores from each part of the examination process after the appropriate weights are applied.
2. Scores shall be rounded up (.5 and above) to the nearest whole number.

(j) Final Selection (Hiring) Interview Process

1. When fewer than four applicants are determined to be qualified as a result of the application screening process or subsequent examination procedures, all the qualified candidates may be referred directly to the hiring department for consideration in a selection interview or other selection procedure. The hiring manager may make a selection or request that a new recruitment be initiated. This provision is intended to allow the hiring manager the ability to consider a minimum of four qualified eligibles prior to making a selection.
2. For any single vacancy, the Human Resources Officer shall refer the top four names (or more if there are ties in ranking with the fourth name) on the eligible list to the hiring department. After receiving the referral of names from the eligible list, the hiring department may select any of the referred eligibles.

(k) Offers of Employment

After interviewing all the referred eligibles, the department shall notify the Human Resources Officer of its intention to make an offer of employment. The Human Resources Department is responsible for making offers of employment.

(l) Step Upon Hire

Initial appointments will normally be made at the first step of the range. Advanced step placement, up to Step "C", may be made when a lower step appointment does not provide the person selected with a minimum 5% increase over their existing salary or when there are other extenuating circumstances. approval is obtained from the CEO upon recommendation from the Hiring Manager.

Promotional employees will be placed on the step of the new range that affords a minimum 5% increase over their current salary.

(m) Leave to Participate in Examinations

Employees may participate in examinations and other employment procedures scheduled during working hours without loss of pay, provided the employee notifies their supervisor two days prior to the date of the examination.

(n) Restrictions On Repeating an Examination

Applicants who have competed in an examination process may not repeat the examination for the same classification or repeat tests or test parts which are comprised of essentially the same questions or problems for six months. On the request of the applicant, when the examination process remains the same, the applicant may use his or her score on the previous examination in the current recruitment.

(o) Appeals of Recruitment / Selection Procedures

1. Appeals of an examination part must be received in writing in the Human Resources Department within three (3) working days of the occurrence of the event that is the subject of the appeal.
2. Appeals of an examination part shall descriptively state the specific allegation (inappropriate act, event or omission) on which the appeal is made, how the stated act, event or omission adversely affected the appellant, and the appellant's desired remedy. Failure to adequately describe the basis for the appeal may be grounds for denial of the appeal.
3. The Human Resources Officer shall review the basis for the appeal and shall promptly respond. If the event the Human Resources Officer is unable to respond to an appeal prior to conducting a subsequent examination part, s/he may authorize the candidate to continue in the examination process pending a final decision on the appeal. If the candidate is authorized to provisionally continue in the examination process, any testing part that the candidate participates in will not be scored until the appeal is completed.
4. If the appeal is denied, a written request for a second level review must be filed in the Human Resource Department within three (3) working days of the notice of denial. The Director of Administration will review the decision and shall issue a decision within five (5) working days of receipt of the request for a second level review.
5. If the second level review is denied by the Director of Administration, a final appeal may be made to the CEO. The CEO may choose to respond or let the matter rest.

This section is intended to ensure that alleged improprieties in the conduct of examinations be addressed as quickly as possible. A rating or score by an oral board may not be appealed.

**13.2 ORDER OF FILING VACANCIES**

1. Vacancies for Confidential and Management classes shall be filled in the following order:
  - a. Approved transfer (same classification).
  - b. Reinstatement from layoff.
  - c. Return from medical leave.
  - d. Return from non-medical leave.
  - e. Promotion, new hire or temporary assignment.

**13.3 EXEMPTIONS**

- (a) Appointments to positions in the following classifications shall be exempt from the recruitment process in Sections 13.1 and 13.2:
  - (1) Executive Officer/Air Pollution Control Officer;
  - (2) District Counsel;
  - (3) Chief Operating Officer;
  - (4) Deputy Executive Officer;
  - (5) Senior Assistant Counsel.
- (b) Appointments to the classifications listed in subsection (a), above, need not include a competitive recruitment process and may be appointed directly by the appointing authority listed in in Section III-3.3(c), subject to budgetary approval. Appointments to these classifications may be made at any salary step, notwithstanding any

limitations in this Code, including Sections III-6.2 or III-6.4.