

**SOUTH COAST AIR QUALITY
MANAGEMENT DISTRICT**

**MEMORANDUM
OF
UNDERSTANDING**

**TECHNICAL AND ENFORCEMENT
AND
OFFICE CLERICAL AND MAINTENANCE
UNITS**

July 1, 2009 - June 30, 2010

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**MEMORANDUM OF UNDERSTANDING
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
AND
TEAMSTERS LOCAL 911
CONCERNING THE EMPLOYEES IN THE TECHNICAL AND ENFORCEMENT
AND OFFICE CLERICAL AND MAINTENANCE UNITS**

ARTICLE 1

RECOGNITION

Section 1. Pursuant to the provisions of the Employee Relations Resolution of the South Coast Air Quality Management District (hereinafter called "AQMD") and applicable State law, the Teamsters Local 911 (hereinafter the "Union") was certified on April 25, 1996, by the Executive Officer as the exclusive bargaining representative of employees in the Office Clerical and Maintenance and Technical and Enforcement Units (hereinafter referred to as "Units") established in the Employee Relations Resolution.

The term "employee" or "employees" as used herein shall refer to employees employed by AQMD in the Office Clerical and Maintenance and Technical and Enforcement Units in the employee classifications comprising these Units as listed in Appendices A-B, as well as such classes as may be added hereinafter to said Units by the Executive Officer.

Section 2. Exclusive Recognition. AQMD agrees that it shall recognize the Union as the exclusive representative of the employees in said Units for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code Section 3500 et seq., and Employee Relations Resolution when AQMD rules, regulations, or laws affecting wages, hours, or other terms and conditions of employment are amended or changed.

Section 3. Employee Rights. The parties mutually recognize and agree to protect the rights of all employees hereby to join or participate in protected Union activities or to refrain from joining or participating in protected Union activities in accordance with the Employee Relations Resolution and Government Code Sections 3500 and 3511.

ARTICLE 2

NONDISCRIMINATION

Section 1. AQMD and the Union agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, political, or religious opinions or affiliations. AQMD and the Union shall reopen any provision of this Agreement for the purpose of complying with any final order of a federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or federal antidiscrimination laws.

Whenever the masculine gender is used in this Memorandum of Understanding (MOU), it shall be understood to include the feminine gender.

ARTICLE 3

SALARIES

Section 1. Salaries during the term of this contract will be those in effect on July 14, 2008, as listed in Appendices C and D.

ARTICLE 4

WORKING OUT-
OF-CLASS

Section 1. AQMD may work employees out of classification. No employee shall be worked out of class for more than 6 calendar months. It is not AQMD's intent to work employees out of class as defined below without appropriate compensation. If an employee works out of class for more than 80 work hours, the employee shall receive the pay for the classification worked beginning with the first day of the working-out-of-class assignment.

Section 2. For purposes of this Article, working out-of-class means that an employee is assigned, by management and with Executive Officer approval, to perform significant distinguishing duties of the higher classification a majority of the time in a vacant position allocated to his or her division or in a substitute position to replace an employee on long-term leave of absence (but not to replace employees on vacation leave).

Section 3. Any employee assigned and receiving the compensation of a higher-level classification under the provisions of this Article shall not receive any other compensation or continuous service credit as provided for under Sections 19 and 20 of AQMD *Salary Resolution*. Under no circumstances shall a working out-of-class assignment be considered a temporary appointment.

Section 4. Any employee assigned to working-out-of-class status must meet the minimum requirements for the higher-level classification at the time of appointment. Human Resources must review and approve all working out-of-class assignments prior to an out-of-class appointment being made.

Section 5. Employees who believe they have been assigned by management to perform the significant distinguishing duties of a higher classification a majority of the time, excluding vacation replacement assignments, who have not been placed in a working-out-of-class status with working-out-of-class pay as authorized under this provision, may file a written request with the Designated Deputy over Human Resources for review of the assigned duties. Human Resources will have 3 weeks to review requests. At the end of the 3-week period, employees may either be returned to duties within their classification or, if Human Resources determines requirements for working out of class pay are met and the Executive Officer approves the assignment, they will begin earning the pay of the higher classification after working for 80 hours in the assignment.

ARTICLE 5

WORK WEEK

Section 1. The work week shall consist of four 10-hour days within a 7 calendar day period. Work days will be Tuesday through Friday, beginning January 2, 1995, except that management may designate alternative work days for individual employees when operational needs require it. During the term of this agreement management will evaluate the feasibility of establishing the work days as Monday through Thursday.

This work schedule shall be applied to all employees unless specifically exempted by management.

Employees may choose, subject to management approval, to start work as early as 7 a.m. and to end work as late as 6:30 p.m.

Employees shall be entitled to two 15-minute breaks (one in the morning and one in the afternoon) and a 30- or 60-minute lunch period in a work day. Management reserves the right to schedule break and lunch times.

Section 2. Employees exempted for a medical condition from the 4/10 work schedule referenced above will work a minimum of four 8-hour days per week. Management has the discretion, based on operational needs, to permit an employee to have a work schedule consisting of five 8-hour days within a 7 calendar day period. Those working a 4/8 schedule may apply earned leave time (vacation, compensatory time, sick leave, etc.) to receive up to full pay for an 80-hour pay period. Nothing contained herein shall be construed as guaranteeing to any employee a minimum number of hours per day, days per week, weeks per year, or any other guarantee of work.

Section 3. AQMD shall give an employee reasonable advance notice of any change in the employee's regular work week.

NOTE: Reasonable advance notice shall be defined as 10 business days' written notice to the affected employee for any change in the employee's regular work week, except in cases of emergency.

ARTICLE 6

OVERTIME (Compensatory Time)

Section 1. All exempt employees as defined by the Fair Labor Standards Act (FLSA) shall be entitled to compensatory time for all paid hours in excess of 40 hours within the employee's work week. Compensatory time shall be earned at the rate of 1-1/2 hours of compensatory time for each 1 hour of overtime worked. Time paid for but not worked during the employee's regular work week shall be counted toward the computation of overtime. Compensatory time for overtime worked shall be accumulated in 1/4 hour per day increments. If an employee works less than 1/4 hour per day of overtime, the employee shall not receive compensatory time.

Section 2. Accumulated compensatory time not taken off in the calendar year in which it was earned may be carried over indefinitely to subsequent calendar years.

(*Salary Resolution*, Section 32(c), "Payment Upon Termination.")

Section 3. Payment Upon Termination. Upon termination from AQMD service, an employee shall, in accordance with the law, be paid a lump sum payment for his or her unused, accumulated compensatory time off; however, no payment shall be made for unused compensatory time exceeding 240 hours. Such lump sum payment shall be computed by multiplying the employee's unused compensatory time (up to 240 hours) by his or her regular hourly rate at date of termination.

Section 4. Usage of Compensatory Time Off Previously Earned.

- a. Accumulated compensatory time off may be taken by an employee upon reasonable notice and prior approval of management.
- b. Accumulated compensatory time shall be taken off by an employee when directed by management, but only when an employee has accumulated more than 40 hours of compensatory time and subject to the following: On each occasion when an employee has accumulated more than 40 hours of compensatory time, management may direct the employee to reduce his or her accumulated compensatory time balance to as low as 20 hours, either by taking time off or receiving paid overtime at the straight time rate. Once directed to reduce his or her compensatory time balance, the employee shall choose to either take or receive compensatory time off or receive paid overtime at the straight time rate.

ARTICLE 6

OVERTIME
(Compensatory Time)

Should the employee in this status elect to take compensatory time off, management will give an employee at least 10 days' notice prior to the date compensatory time is directed by management to be taken.

In approving and directing compensatory time off, management will, as far as practicable, attempt to accommodate employee convenience to the degree possible in light of the operational requirements of the division.

Section 5. All nonexempt employees as defined by the FLSA shall be entitled to compensatory time for all hours worked in excess of 40 within the employee's work week. Compensatory time shall be earned at the rate of 1-1/2 hours of compensatory time for each 1 hour of overtime worked. Compensatory time shall be accumulated in 1/4 hour per day increments. Where an employee works less than 1/4 hour per day of overtime, the employee shall not receive any compensatory time for overtime worked. No more than 240 hours of compensatory time may be accumulated.

Section 6. Notwithstanding Sections 1 and 5 above, all employees who work more than 10 hours in any 24-hour period (or more than 8 hours if working an 8-hour-per-day schedule) shall be entitled to compensatory time for those excess hours. Said compensatory time shall be earned at the rate of 1-1/2 hours of compensatory time for each 1 hour worked past 10 in a day (or 8 if working a 5/8 schedule). This compensatory time shall be granted irrespective of the hours paid or worked within the employee's work week and his/her status under the FLSA except that no more than 240 hours of compensatory time may be accumulated by persons subject to the FLSA.

Section 7. Employees working on a holiday shall receive, in addition to regular pay for that day, time-and-one-half (1-1/2) compensatory time or time-and-one-half (1-1/2) pay for all holiday hours worked, at the employee's option. Their compensation shall be irrespective of the number of hours the employee worked during that week.

ARTICLE 7

OVERTIME
(Paid Overtime)

Section 1. Any exempt employee, as defined by the FLSA, at the time of request, may opt to be paid for any overtime worked at the rate of 1 ½ times his or her hourly rate, minus any bonuses, or may have said time added to his or her compensatory time balance at the rate of 1-1/2 hours of compensatory time for every 1 hour of overtime worked.

Section 2. Nonexempt employees, as defined by the FLSA, may opt to be paid overtime for all hours worked in excess of 40 in 1 week, whether required or voluntary overtime work. “Hours worked” will be calculated as provided for by the FLSA, 29 U.S.C. S 201, et seq., and shall include fixed—but not floating—holidays. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to sick leave, vacation and floating holidays.

For employees required by management, with less than a week’s notice, to perform mandatory overtime who have been certified by Human Resources, based on the employee’s application for certification, as earning no skill-based pay (for an educational degree or certificate or for stenographic or bilingual skills) and, based on their classification or assignment, as being ineligible to receive call-back, standby, night service, hazard, or other types of premium pay or pay differentials, overtime will be earned under the terms described above with the exception that the overtime will be earned based on paid hours (including paid leave) rather than hours worked.

Nonexempt employees opting to be paid for any overtime worked shall be paid at a rate of 1-1/2 times their regular rate of pay. Regular rate of pay shall be calculated as provided for by the FLSA.

Section 3. Any employee required to work on Sunday shall receive overtime pay at 1-1/2 times their regular rate of pay for all hours worked on that day regardless of the number of days or hours worked in the work week. This will be the case irrespective of how many hours of accumulated overtime the employee had on the books prior to the Sunday he was required to work.

Section 4. Nothing herein is intended to limit or restrict the authority of AQMD to require any employee to perform overtime work.

ARTICLE 7

OVERTIME
(Paid Overtime)

Section 5. Notwithstanding Sections 1 and 2 above, all employees who work more than 10 hours in any 24-hour period (or more than 8 hours if working an 8-hour-per-day schedule), may opt to be paid for those excess hours. Payment shall be at the rate of 1-1/2 times the regular rate of pay for employees subject to the FLSA. This payment shall be granted irrespective of the hours paid or worked within the employee's workweek.

Section 6. Employees working on a holiday shall receive, in addition to regular pay for that day, time-and-one-half compensatory time or time-and-one-half pay for all holiday hours worked, at the employee's option. Their compensation shall be irrespective of the number of hours the employee worked during that week.

Section 7. AQMD shall utilize good management practices in assigning overtime work and, as part of such practices, shall consider such factors as the appropriate staff and classification level for performing the work, assigning overtime within the group that regularly performs the work, equitable distribution of overtime among staff, and operational needs.

ARTICLE 8

(*Salary Resolution*, Section 23, “Differential for Night Service”)

DIFFERENTIAL FOR
NIGHT SERVICE

Section 1. Differential For Night Service.

- a. For purposes of this section only:
 - (1) An evening shift is a regularly established work shift at least 1/2 of which falls between the hours of 4 p.m. and 11 p.m.
 - (2) A night shift is a regularly established work shift at least 1/2 of which falls between the hours of 9 p.m. and 8 a.m.
- b. A \$1.00-per-hour bonus shall be paid to employees for each hour they work during an evening or night shift, except as otherwise provided herein.

ARTICLE 9

STANDBY PAY

(*Salary Resolution*, Section 24, “Standby Pay”)

Section 1. Standby Pay. When authorized, a \$1.00-per-hour payment may be paid to any person assigned regularly scheduled periods of standby service at off-duty times.

Employees who are required to stand by shall not be considered to be inconvenienced or have their normal activities restricted if they are required to wear a paging device, or are required to leave a telephone number where they can be reached by management, or management’s designee.

Section 2. Off-Hours Standby Complaint and Breakdown Assignment Program Policy. For the term of this agreement, Engineering and Compliance will maintain the *Off-Hours Standby Complaint and Breakdown Assignment Policy* agreed to on August 20, 1999. The policy will be reviewed 6 months after implementation.

ARTICLE 10

(Salary Resolution, Section 25, "Call-Back Pay")

CALL-BACK PAY

Section 1. Call-Back Pay.

- a. Whenever employees are unexpectedly ordered by their supervisor to return to duty because of unanticipated work requirements, such return to duty shall be deemed to be a call back if the order to return is given to the employee following termination of his or her normal work shift and departure from the work location, and such return occurs within 24 hours of when the order is given but not less than 2 hours before the established starting time of the employee's next regular shift.
- b. Any exempt employee as defined under the FLSA employed in a full-time permanent position shall receive call-back pay as follows:
 - (1) Minimum payment equal to 4 hours of pay at time-and-one-half (1-1/2) or
 - (2) Minimum payment equal to 4 hours of compensatory time at time-and-one-half (1-1/2) to be added to his or her balance.

If the total number of hours worked during the call back exceeds 4 hours, the employee shall receive compensation at time-and-one-half (1-1/2) for all hours worked. As an alternative, the employee may opt to receive compensatory time hours at time-and-one-half (1-1/2) for all hours worked. The compensatory time and overtime provisions of this section shall apply regardless of the compensatory time balance of the employee prior to being called back.

Nonexempt employees as defined by the FLSA shall not be afforded the compensating time option cited above. All nonexempt employees shall receive a minimum payment at the rate of 4 hours of pay at time-and-one-half (1-1/2) their regular rate of pay. If the total number of hours worked during the call back exceeds 4 hours, employees shall receive overtime pay at time-and-one-half (1-1/2) their regular rate of pay. The term "regular rate" shall be as defined by the FLSA.

ARTICLE 10

CALL-BACK PAY

- c. Whenever an employee is unexpectedly ordered by his or her supervisor to return to duty as provided above, but such return occurs less than 2 hours before the established starting time of the employee's next regular shift, it shall be deemed an early shift start, and the employee shall be compensated at overtime rates for any overtime worked as a direct result thereof.

Section 2. Off-Hours Standby Complaint and Breakdown Assignment Program Policy. For the term of this agreement, Engineering and Compliance will maintain the *Off-Hours Standby Complaint and Breakdown Assignment Program* policy agreed to on August 20, 1999. The policy will be reviewed six months after implementation.

ARTICLE 11

(Administrative Code, Section 110)

MILEAGE
ALLOWANCE

Section 1. Mileage Permittee.

A mileage permittee is any person traveling on AQMD business in his or her own private vehicle who claims mileage reimbursement. Such person's eligibility for mileage permittee status is established by the approval of the mileage claim by his or her director.

Section 2. Rules for Filing Mileage Claims.

The Chief Financial Officer is hereby authorized to establish procedures governing the preparation, filing, and payment of mileage and parking reimbursement claims.

Section 3. Mileage Permittee Insurance Requirements.

The mileage permittee's act of signing a mileage/parking reimbursement claim signifies that he or she has the automobile insurance or bond coverage required by the State of California. To so falsely state coverage will be grounds for disciplinary action.

Section 4. Mileage Rates.

A mileage permittee shall be paid at the of \$0.28 per mile for the use of a privately owned motor vehicle (other than motorcycle) or aircraft for the reimbursement period established by the Chief Financial Officer. Effective January 1, 2000, the rate shall be \$0.31 per mile. Beginning January 1, 2000, the rate shall be adjusted annually by the Chief Financial Officer based on the Internal Revenue Service Standard Mileage Rate.

Section 5. Mileage Eligibility for Reimbursement.

Mileage permittees will be allowed to claim reimbursement for only the business mileage traveled each day in excess of that from their home to their designated headquarters and return. However, if a mileage permittee does not report to his or her headquarters location during the business day while conducting AQMD business which requires driving, he or she will be entitled to full reimbursement for actual miles traveled on business that day; i.e., no deduction will be made for the home-to-headquarters round trip. For purposes of mileage reimbursement, a headquarters location will be established for each mileage permittee by his or her director. Reimbursement will not be made if an AQMD pool car is available and the mileage permittee elects to drive his or her own private vehicle.

ARTICLE 11

MILEAGE
ALLOWANCE

Section 6. Extra Trip Mileage. Whenever a mileage permittee is ordered to return to his or her duties from home after regular working hours, mileage will be allowed from and return to home.

Section 7. Mileage on Weekends and Other Non-Work Days. Mileage permittees working on weekends or holidays or on their regularly scheduled day off under a 4/10 work schedule may claim mileage reimbursement for the round trip from home to their work site, as well as any other mileage claimable under Section 5 above.

With the approval of the respective Deputy Executive Officer, mileage may also be claimed by permittees attending AQMD-approved functions (such as seminars) on weekends, holidays, or a regularly scheduled day off under a 4/10 work schedule even if they are not in a paid status on these days. For these employees, mileage shall be computed as if the mileage permittee were in a paid status.

Section 8. Reimbursement for Occasional Parking. District employees required to drive on District business shall be entitled to reimbursement for actual expenses incurred for occasional parking as a necessary part of official travel.

ARTICLE 12

(Administrative Code, Section 120)

TRAVEL EXPENSES

Section 1. Travel Expenses.

Expenses for travel shall not exceed:

- a. The actual cost of transportation when by public carrier.
- b. The actual cost of meals and lodging not to exceed the limits specified in Administrative Code, Section 120.
- c. Employee meal expenses within AQMD shall be reimbursed only when approved by the Executive Officer or designee.
- d. Meals and travel expenses for other than AQMD employees shall be reimbursed only when approved by the Executive Officer or designee. Reimbursement will be made for the actual cost of the meal and travel, subject to the limitations presented elsewhere in this Agreement.
- e. Meals and travel for other than AQMD employees asked to sit on oral boards, used for interviewing prospective employees of AQMD, will be reimbursed for the actual cost of the meal and travel subject to the limitations presented elsewhere in this Agreement. The Executive Officer, or designee, must approve a request in advance.

Requests for Travel Expenses.

All demands against AQMD for travel expenses shall be filed in duplicate on forms and at times prescribed by the Chief Financial Officer. Receipts must be presented for all expenses in excess of \$25 incurred under this section.

ARTICLE 13

HAZARD PAY

Section 1. With the exceptions noted in Sections 4 and 5 below, employees who are assigned by management to assist in a specific hazardous assignment, as determined by management, shall receive a daily bonus for such work for the number of days actually assigned to the hazardous assignment during a pay period as follows:

	Effective <u>6/25/90</u>
1 day or any portion thereof	\$10.00
2 days	\$20.00
3 days	\$30.00
4 days	\$40.00
5 days	\$50.00
6 days	\$60.00
7 days	\$70.00
8 days	\$80.00
9 days	\$90.00
10 days	\$100.00

The hazard pay shall not constitute a part of the employee's base rate, but shall be a bonus for performing hazardous duties. Hazard pay shall be considered part of the regular rate for purposes of computing overtime if the employee is nonexempt from the FLSA.

Section 2. The bonus in Section 1 will be applied only when inspections or sampling activity occurs in an area where the wearing of breathing apparatus is mandatory because concentrations of toxic materials may be at such a high level that there would be adverse health effects experienced by the employee without the use of such equipment.

Section 3. In no event will the bonus be paid to Inspectors conducting routine inspections such as floating roof tank inspections or other inspections, which are normally assigned as part of a regular assignment except as provided in Section 2.

Section 4. Employees in the Monitoring & Analysis Division assigned to a field source test team will receive \$15 per day effective July 8, 1991, and \$20 per day effective July 6, 1992, those days that they actually participate in source tests.

ARTICLE 13

HAZARD PAY

Section 5. Effective February 24, 1997, employees in the Technical and Enforcement Unit participating on-scene in emergency response technical assistance activities during an Airborne Hazardous Materials Incident dispatched pursuant to the Governing Board-adopted policy will receive a \$20-per-day hazard pay bonus.

ARTICLE 14

(Salary Resolution, Section 28, "Holidays")

HOLIDAYS

Section 1. For the term of this Agreement, AQMD-paid holidays shall be:

- a. July 4 (Independence Day)
- b. The first Monday in September (Labor Day)
- c. November 11 (Veteran's Day)
- d. The fourth Thursday and the following Friday in November (Thanksgiving)
- e. December 25 (Christmas)
- f. January 1 (New Year's Day)
- g. The third Monday in January (Martin Luther King, Jr.'s Birthday)
- h. The third Monday in February (Presidents' Day)
- i. The last Monday in May (Memorial Day)

On each September 1 during the term of this Agreement, AQMD employees shall be granted 10 hours of floating holiday time (or 8 hours of floating holiday time if working an 8-hour-per-day schedule) in lieu of celebrating Admissions Day. On each February 1 during the term of this Agreement, AQMD employees shall be granted 10 hours (or 8 hours if working a 4/8 or a 5/8 schedule) of floating holiday time in lieu of celebrating Abraham Lincoln's birthday.

Section 2. Paid Leave. Any employee who is employed on a biweekly basis shall be entitled to paid leave for holidays as defined by Section 1 above, as follows:

- a. 40-hour-per-week employees and employees exempted for a medical condition from the 4/10 work schedule who are regularly scheduled to work a minimum of four 8-hour days per week:
 - (1) Any employee working a 4/10 work schedule shall receive 10 hours of holiday pay for each said holiday.
 - (2) Any employee working a 4/8 or a 5/8 work schedule shall receive 8 hours of holiday pay for each said holiday.
 - (3) Whenever an employee's regularly scheduled day off falls on a holiday, he or she shall be granted 10 hours of compensatory time (8 hours if working a 4/8 or a 5/8 schedule). This time shall be accounted for in the same manner as that earned under Article 6 of the MOU.

ARTICLE 14

HOLIDAYS

- b. Part-time Employees. Any part-time employee employed on a biweekly basis shall be allowed paid leave for each said holiday in the manner set forth in this Section, but in an amount equal to the fraction of 10 hours or 8 hours equivalent to the basis for compensating said position.
- c. Whenever any employee is unable to take such time off as provided by this section in the same calendar year in which it is earned, such time may be carried over into the next succeeding calendar year during which year such time off must be taken or it is lost. However, if a pay period bridges two calendar years, an employee will have until the end of that pay period to take off holiday time before it is lost. This paragraph does not apply to compensatory time earned under Section 2a.(3) above.
- d. Holiday Time Payoff. Any employee about to leave the service of AQMD shall be allowed a leave of absence of accumulated holiday time which has not been taken, calculated according to the provisions of this section. In place of this leave, a lump sum payment may be made to the employee. This payment shall be calculated by multiplying the employee's unused holiday time by his or her regular hourly rate at the date of termination.

Note: The following holiday falling on a weekend will be celebrated as follows:

Independence Day July 3, 2009

ARTICLE 15

(Salary Resolution, Article 9, "Vacations")

VACATIONS

Section 1. Vacation Anniversary Date.

- a. Full-time employees and employees exempted from the 4/10 work schedule for a medical condition who are regularly scheduled to work a minimum of four 8-hour days per week shall earn and be credited with vacation at the rate of .03846 hours for each hour of active service, exclusive of overtime, during their first year of service. Employees shall be granted neither vacation time off nor a vacation payoff at termination during this 1st year of service.
- b. For purposes of this article, an employee's vacation anniversary shall be the same as his or her continuous service date subject to adjustment within a pay period. This adjustment is necessary for determining a vacation accrual rate for persons having 4 or more years of continuous AQMD service. In these cases, when a continuous service date occurs within a pay period, the vacation anniversary date for that year only shall be the 1st day of the pay period.

Section 2. Vacation—One or More Years' Service.

- a. Persons employed full time on a biweekly basis who have been in continuous service for more than 1 year shall accrue and be credited with vacations in accordance with the following tables:

<u>Year</u>	<u>Annual Accrual In Hours</u>	<u>Accrual Rate</u>	
		<u>Per Paid Hour (exclusive of overtime)</u>	<u>Per Pay Period</u>
1-4	80	.03846	3.08
5-9	120	.05770	4.62
10	128	.06157	4.93
11	136	.06544	5.24
12	144	.06923	5.54
13	152	.07308	5.85
14-20	160	.07694	6.16
21 or more	182	.08750	7.00

- b. Notwithstanding any other provisions of this Agreement, any employee who was employed by AQMD on July 1, 1976, who on June 30, 1976, was an employee of a county and on the basis of his or her service was entitled to more vacation days than provided in Article 15, shall not have his or her vacation entitlement days reduced thereby.

ARTICLE 15

VACATIONS

Section 3. Hourly Employees.

Any employee who is employed by AQMD at least 3/4 time, over 60 hours per pay period, exclusive of overtime, shall accrue and be credited with vacation at the 2-week 80-hour rates. Each year thereafter he or she continues to be employed at least 3/4 time, he or she shall be entitled to vacation in accordance with the 2-week 80-hour vacation accrual rate.

Section 4. Vacation Upon Termination.

- a. Any person who leaves the service of AQMD, who immediately prior to such separation shall have been in AQMD service for 1 year or more, shall be entitled to leaving vacation. Payment for such leaving vacation shall be made in a lump sum and shall be based on the number of working hours earned.
- b. The lump sum payment upon termination shall be computed by multiplying the employee's unused vacation hours by his or her regular hourly rate at the date of termination.

Section 5. Persons in the Armed Forces.

Any employee who enters the armed forces of the United States who has been in AQMD service for 1 year or more immediately prior to such duty shall be entitled to such vacation as has accrued to him or her. Such vacation must be taken at the time of entering the armed forces and no lump sum payment may be made in lieu of carrying such person on the payroll.

Section 6. Time of Taking Vacations.

Vacations may be taken in the year in which they are earned or in subsequent years. An employee may have more than 360 hours of accrued vacation on the books until the end of the last pay period beginning in December. This pay period in Fiscal Year 2005-06 is December 19, 2005, through January 1, 2006. For Fiscal Year 2006-07, the pay period is December 18, 2006, through December 31, 2006. For Fiscal Year 2007-08, the pay period is December 31, 2007, through January 13, 2008. No more than 360 hours of vacation may be carried over from these pay periods to the next.

In any event, the maximum payoff for accrued vacation at termination shall be no more than 360 hours. A Technical and Enforcement employee who has 360 hours of current and deferred vacation will be allowed to sell back up to 40 hours of vacation providing the employee has taken off at least 80 hours of vacation in the prior 12 months.

ARTICLE 15

VACATIONS

An Office Clerical and Maintenance employee who has 180 hours of current and deferred vacation will be allowed to sell back up to 40 hours of vacation, providing the employee has taken off at least 40 hours in the prior 12 months. Once an employee has sold back vacation time, he may not do so again for another 26 biweekly pay periods. Employees hired after January 1, 2006, are not eligible to sell back vacation.

Section 7. Vacations shall be taken at such time as authorized by the appointing authority.

Section 8. Less than One-Half Time Employees.

This article shall not apply to any person who is employed for less than 1/2 time.

ARTICLE 16

FRINGE BENEFIT
ADMINISTRATION

Section 1. Administration. AQMD reserves the right to select the insurance carrier or administer any fringe benefit programs that now exist or may exist in the future during the term of this MOU.

Section 2. Selecting and Funding. In the administration of the fringe benefit programs, AQMD shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits provided under the terms of this MOU, provided that the benefits to the employees shall be no less than those in existence as of the implementation of this Agreement.

Section 3. Changes. If, during the term of this MOU, any change of insurance carrier or method of funding coverage for any benefits provided hereunder occurs, AQMD shall meet and confer with the Union prior to any change of insurance carrier or method of funding coverage.

Section 4. Labor-Management Insurance Committee. A labor-management committee will be established to review medical, dental, vision, and life insurance benefit choices and premium costs and to provide recommendations to Human Resources. The committee will consist of 2 members from each bargaining unit, each union's bargaining representative, 2 Confidential employee representatives, 2 management representatives, the Designated Deputy over Human Resources, and Human Resources' benefits manager and benefits analyst. The committee will meet annually in April and will provide recommendations to Human Resources on possible plan improvements and enhancements. Any benefit plan recommendations developed will be given full consideration by Human Resources in providing plans that meet AQMD employee needs at cost-effective rates. Plan changes resulting from committee recommendations will not open the contract to renegotiation of any provision.

Section 5. Skill-Based Pay. Employees hired after January 1, 2006, are not eligible to receive monthly skill-based pay. They are, however, eligible for bilingual pay in accordance with prevailing policy.

ARTICLE 17

GROUP INSURANCE
(Health, Dental, Life and
Vision Insurance)

Section 1. Medical-Hospital Insurance.

AQMD will pay a monthly contribution to each group medical/hospital insurance plan administered by AQMD, by an employee organization, or any other organization so designated by AQMD for each full-time permanent employee who elects to enroll in such a plan.

Dental Insurance.

Where consistent with the eligibility requirements below, AQMD shall pay each full-time permanent employee's dental premium and dependent dental coverage.

Life Insurance.

Where consistent with the eligibility requirements below, AQMD shall pay each full-time permanent employee's premium for a term life insurance policy with a value of \$10,000. Any represented employee contribution for this additional coverage will be determined in accordance with Section 2 of Article 17 of the MOU.

Eligible Employees.

The contribution provided for in this section shall be made only on behalf of each employee who actually enrolls in such plan and who is a full-time permanent employee or a permanent employee who has been exempted for a medical condition from the 4/10 schedule and who is regularly scheduled to work a minimum of four 8-hour days per week.

Such contribution shall be made to only 1 medical/hospital plan per employee. No contribution shall be made on behalf of any employee if he or she has not been in a pay status at least 1 day the prior month.

Eligible Dependents.

Eligible dependents for insurance coverages described here are legal spouses, children, and stepchildren who meet eligibility criteria set by insurance providers.

Effective September 1, 1997, domestic partners of eligible bargaining unit employees and domestic partners' children are eligible for health insurance coverages described here, subject to AQMD domestic partner certification requirements and eligibility requirements for dependents set by insurance providers.

ARTICLE 17

GROUP INSURANCE
(Health, Dental, Life, and
Vision Insurance)

Section 2. For employees in the Technical and Enforcement Unit, effective September 1, 2009, the total monthly contribution to be paid by AQMD for health, dental, life and vision insurance shall be an amount not to exceed \$1,208.55.

Section 3. For employees in the Office Clerical and Maintenance Unit, effective September 1, 2009, the total monthly contribution to be paid by AQMD for health, dental, life, and vision insurance shall be an amount not to exceed \$1,208.55.

Section 4. Employees may select from among medical, dental, life and vision insurance plans currently available, which, for benefits Vision Insurance) plan year 2005-2006, include Kaiser, Health Net, Blue Shield, PMI Dental, Delta Dental, Canada Life, and Medical Eye Services.

Effective September 1, 2002, any unused portion of the monthly contribution amount remaining after premiums have been paid for vision (if selected), medical, dental, and life insurance will be reimbursed as cash to the employee.

Any amount necessary to fund insurance coverage in excess of amounts listed above for each contract year shall be the responsibility of the individual employee.

AQMD is authorized to deduct any amount necessary to maintain coverage of health, dental, life, and vision insurance in excess of the amounts listed above for each contract year by deducting the difference from the employee's biweekly pay warrant.

AQMD agrees to an open enrollment period for the medical, dental, life, and vision insurance plans referenced above.

Section 5. Once eligibility for the plan is established, AQMD agrees to provide 1 long-term disability (LTD) plan option for employees to purchase at their own expense.

ARTICLE 18

STATE DISABILITY
INSURANCE

AQMD shall continue to provide State Disability insurance coverage for non-industrial illness or injury. Said agreement shall provide for the integration of AQMD leave time with State Disability benefits, at the option of the employee.

Employees shall not be entitled to receive more than 100% of pay when leave time and State Disability benefits are combined.

Employees charging partial-pay sick leave as discussed in Article 22(3)f shall not be prevented from receiving up to 100% of salary when combining SDI benefits, partial-pay sick leave, and a sufficient amount of other leave time.

ARTICLE 19

DEFERRED
COMPENSATION

Section 1. Effective the pay day of January 4, 1989, AQMD shall offer regular full-time employees the opportunity to participate in a Section 457 Deferred Compensation Plan without an employer contribution. The same opportunity will also be offered to regular employees exempted for a medical condition from the 4/10 schedule who are regularly scheduled to work a minimum of four 8-hour days per week.

ARTICLE 20

IRS SECTION 125
PROGRAM

IRS Section 125.

Effective January 1, 1992, AQMD will establish an IRS Section 125 Program, which permits employees, under existing law, to use pre-tax dollars for premium conversion, medical reimbursements, and/or dependent care expenses. Effective plan year 2006, the maximum amount of pay that can be redirected, tax free, to a flexible spending account for health care reimbursement is \$2,700.

ARTICLE 21

RETIREMENT

Section 1. Effective July 8, 1991, for employees who are active members of the San Bernardino County Employees' Retirement Association (SBCERA) and who were hired prior to July 1, 1979, AQMD will pick up, on employees' behalf, payment of 11.34 percent of the employee contribution rates established for AQMD by SBCERA's actuary. For employees hired on or after July 1, 1979, AQMD will pick up, on employees' behalf, payment of 6.49 percent of the employee contribution rates established for AQMD by SBCERA's actuary. The remaining portion of an employee's contribution rate will be withheld from the employee's pay. Beginning December 13, 1999, employee retirement contributions will be withheld on a pretax basis, within Internal Revenue Service requirements. Beginning January 2, 2006, employees in the Technical and Enforcement Unit will contribute an additional 3.25% of "pensionable" (as defined by SBCERA) earnings toward retirement and AQMD's contribution will be reduced by this amount.

For employees in either unit hired after January 1, 2006, only the portion of the agency's contribution toward benefits that is taken as cash is "pensionable," i.e., is considered "compensation earnable" for retirement purposes.

Section 2. Effective July 1, 1991, for those employees who are active members of the Los Angeles County Employees' Retirement Association (LACERA), employee contribution rates shall be 6.05 percentage points less than those determined in the most recent actuarial study. Irrespective of the employee contribution rate determined after applying this 6.05 percentage point reduction, those employees with less than 30 years' retirement service credit shall pay a minimum of \$1 per month in employee retirement contributions. Beginning January 2, 2006, employees in the Technical and Enforcement unit will contribute an additional 3.25% of "pensionable" (as defined by LACERA) earnings toward retirement and AQMD's contribution will be reduced by this amount.

Section 3. Notwithstanding the provisions of Sections 1 and 2 above, it is the intent of the parties that there should be no increases in employee contributions to retirement based on actuarial studies in effect on July 8, 1991.

ARTICLE 21

RETIREMENT

Section 4. A retirement contribution equivalency payment shall be made to certain employees who are members of the Los Angeles County Employees' Retirement Association. This payment shall be made only to those employees who as of July 1, 1983, paid no retirement contributions by virtue of having been credited with 30 years of retirement service credit. These employees shall receive each biweekly pay period an equivalency payment equal to 3% of base salary. It is understood by the parties that this equivalency payment is in addition to base salary and not a part of it.

Section 5. In accordance with Internal Revenue Code, Section 3121 (b)(7)(f), employees who are not members of an AQMD-sponsored retirement system will be subject to the full FICA tax effective for services rendered after July 1, 1991. In the event the IRS Section 312(b)(7)(f) makes regular employees of AQMD subject to full FICA tax, the parties agree to reopen this section for the purpose of meeting and conferring.

Section 6. The Executive Officer will recommend the AQMD Board adopt a resolution that would enable full-time regular employees currently not paying Medicare taxes to elect, on a voluntary basis, to pay such taxes. With the Board's approval, Medicare tax withholding and AQMD's payment of its portion of the tax would begin as soon as administratively feasible, but no sooner than one year after the date the Board approves the resolution. The parties understand that, once a decision is made to have Medicare taxes deducted, that decision is irrevocable.

ARTICLE 22

(*Salary Resolution*, Section 44, “Injuries in the Course of Employment”)

LEAVES OF ABSENCE
FOR SICKNESS OR
INJURY

Section 1. Injuries in the Course of Employment.

- a. Applicability of This Section. The provisions of this Section shall apply only to those industrial injury cases which the Workers’ Compensation Appeals Board determines to be compensable and only for such period of time as the Workers’ Compensation Laws of the State of California require payment for temporary disability and shall cease when a person leaves AQMD service other than by disability retirement.
- b. Compensation and Benefits - Leaves of One Year or Less.
 - (1) Any employee who is absent as a result of an industrial injury deemed compensable the Workers’ Compensation Appeals Board shall receive compensation equal to the difference between his or her salary and the sum of the benefits prescribed by the Workers’ Compensation Laws of the State of California and earnings from other employment, the total of which shall not exceed 65% of the base salary. Employees shall be eligible to receive such compensation above the benefits prescribed by Workers’ Compensation Laws of the State of California and earnings from other employment for a period of one year from the date of injury.
 - (2) An employee who is granted a disability retirement allowance as a result of a compensable industrial injury before one year from the date of injury shall receive compensation equal to the difference between (1) his or her base salary, and (2) the sum of his or her retirement allowance, plus benefits provided under the Workers’ Compensation Laws of the State of California plus earnings from other employment, when such sum totals less than his or her base salary.
 - (3) The benefits provided under the Workers’ Compensation Laws of the State of California referred to in c.(1) and (2) above shall not include payments made for hospital, surgical, and medical expenses or payments received as a result of permanent injury awards.

ARTICLE 22

LEAVES OF ABSENCE
FOR SICKNESS OR
INJURY

- (4) No deductions will be made from any vacation time, sick leave, or overtime previously accumulated by the employee while the employee is absent on a compensable industrial injury leave and for a period of time as defined in paragraph (1) above, except to the extent that the employee chooses to supplement his or her payments under paragraph (1) above with the charging of leave time. Such charging of leave time shall not be permitted to the extent that it results in the payment of more than 100% of salary or conflicts with section d below.
- c. Compensation and Benefits – After 1 Year. An employee who is compelled to be absent as the result of a compensable industrial injury after 1 year from the date of injury may elect one of the following:
- (1) To receive only those benefits provided under the Workers' Compensation Laws of the State of California.
 - (2) To receive the difference between sick leave pay which he or she would be entitled to receive pursuant to Section 3 below if his or her injuries had not arisen out of or in the course of if his or her employment and Workers' Compensation Benefits, plus earnings from other employment. Election of this alternative means that full deductions will continue to be made. When sick leave has been exhausted, the employee may elect to receive alternative (1) or (3).
 - (3) To use any previously earned vacation, full-pay sick leave, or overtime, in order to receive payment equal to the difference between his or her salary and Workers' Compensation Benefits, plus earnings from other employment.

Election of this alternative means that full deductions will continue to be made. Upon expiration of all such benefits, the employee may elect to receive alternative (1) or (2) above.

ARTICLE 22

LEAVES OF ABSENCE
FOR SICKNESS
OR INJURY

- d. Crediting Previously Used Vacation, Sick Leave, or Overtime. In the event an employee is absent due to an injury and the absence is charged to any previously earned vacation, sick leave, or accumulated overtime, and subsequently the injury is determined to be compensable by the Workers' Compensation Appeals Board, such vacation, sick leave, or overtime shall be restored to the employee in accordance with subsection b(4). However, if full restoration of leave time were to result in an employee owing AQMD money, that employee shall have the option of choosing a partial restoration of leave time. The purpose of the partial leave time restoration shall be to remove the employee's potential debt, if possible, without resulting in any additional payment to him or her. When different types of leave time are restored, restoration of each type of leave time shall be based on the percentage relationships among the various types of leave time charged during the period under consideration.
- e. Limitations on Earning and Carry-over of Vacation, Sick Leave and Overtime. Employees who are absent under provisions of subsection c(1) of this section shall not earn any vacation or sick leave for the duration of such absence.
- f. Leave With Pay for Medical Treatment. Leave with pay for medical treatment may be permitted for short periods of time when temporary disability payments pursuant to this section of the Labor Code are not made.

Section 2. The employee shall notify AQMD by Registered Mail of his or her address if changed from the address in the employee's personnel record or if changed at any time during this leave of absence. The employee shall give AQMD reasonable notice in advance of the date of his or her return to work and shall, upon return to work, be assigned to his or her former position or a comparable position. Employee shall be physically able to perform the duties of his or her former position or comparable position in order to be returned to work, but AQMD shall make reasonable effort to place the employee in a position in which the employee is capable of performing to the same standard as other employees in that classification.

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LEAVES OF ABSENCE
FOR SICKNESS
OR INJURY

(*Salary Resolution*, Section 43, “Leave for Sickness or Injury”)

Section 3. Leave For Sickness or Injury.

a. Eligibility for Sick Leave.

- (1) Except as provided in this section, any person holding a position created by this MOU shall be considered eligible for sick leave as provided hereby, and may utilize such sick leave when compelled to be absent because of disability resulting from sickness, injury, or pregnancy.

b. Sick Leave at Full Pay - General Provisions.

- (1) Effective February 24, 1997, all full-time eligible employees and eligible employees exempted for a medical condition from the 4/10 work schedule who are regularly scheduled to work a minimum of four 8-hour days per week shall accrue 3.8462 working hours of sick leave at full pay for each pay period of continuous service, as long as the 4-day work week is in effect. In the event a 5-day work week is established, the accrual rate will be 3.6924 hours of sick leave per pay period. Other less than full-time employees shall earn a pro-rated amount based on the number of hours they are regularly scheduled to work per pay period.
- (2) Effective February 24, 1997, for the first 12 months of any industrial or non-industrial leave of absence, employees will continue to accrue sick leave benefits at the rate of 3.8462 hours per pay period (3.6924 if a 5-day work week is established). In the case of all other leaves of absence, sick leave accrual rate for represented employees will be earned on each hour of paid time only, exclusive of overtime. Employees who are on industrial or non-industrial leave of absence beyond 12 months shall accrue sick leave on each hour of paid time only, exclusive of overtime.

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FOR SICKNESS
OR INJURY

- (3) For the purpose of this section, an employee's continuous service shall be deemed to begin on the 1st day of the pay period in the event his or her actual continuous service begins on or before the 7th day of the pay period, and shall be deemed to begin on the 1st day of the following pay period in the event his or her actual continuous service begins on or after the 8th day of the pay period.
- (4) For employees hired before July 1, 1980, sick leave at full pay may be accumulated to a maximum of 1,920 hours. Employees in the Office Clerical and Maintenance Unit hired after July 1, 1980, may accumulate sick leave at full pay to a maximum of 960 hours. Employees in the Technical and Enforcement Unit hired after September 1, 1980, may accumulate sick leave at full pay to a maximum of 960 hours.
- (5) Sick leave at full pay shall be deemed used in the reverse order in which it was earned; that is, the most recently earned sick leave time shall be used first.

c. Sick Leave at Full Pay - Special Provisions.

- (1) In addition to other authorized uses, an employee may use accrued sick leave at full pay for:
 - (a) Non-emergency medical or dental care, or
 - (b) Any personal reason that does not interfere with the public service mission of AQMD to a maximum of 4 working days per 26-pay-period year beginning with pay period #2.
- (2) Upon termination from AQMD service, an employee who has at least 5 years of continuous service and who holds a permanent full-time position or who has been exempted from the 4/10 work schedule for a medical condition and who is regularly scheduled to work a minimum of four 8-hour days per week shall receive a lump sum payment for accumulated sick leave at full pay to a maximum of 720 hours. Such lump sum shall be computed by multiplying the hourly rate at the date of termination by the sick leave balance which results from the sum of:

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FOR SICKNESS
OR INJURY

- (a) All unused sick leave at full pay accumulated prior to January 1, 1971; plus
- (b) 1/2 of all unused sick leave at full pay accumulated on or after January 1, 1971.

Employees in the Office Clerical and Maintenance Unit hired after July 1, 1980, and employees in the Technical and Enforcement Unit hired after September 1, 1980, shall receive a lump sum payment calculated in the same manner as other employees, except payment shall be made only upon a nondeferred retirement. A nondeferred retirement shall be defined as a retirement for which the employee's effective date of retirement immediately follows his or her termination from AQMD service.

- (3) When an employee with at least 5 years of continuous service who holds a permanent full-time position or who has been exempted for a medical condition from the 4/10 work schedule who is regularly scheduled to work a minimum of four 8-hour days per week is granted a maternity leave of absence, she may elect to receive all or part of the benefits set forth in c(2) above as if said employee were terminating.
- (4) Any employee who is reinstated pursuant to these rules shall be entitled to have restored to him or her any previously earned and unused full-pay sick leave not previously paid for pursuant to the above.
- (5) Any employee who has held a permanent full-time position for 26 pay periods and has not used any of his or her accrued sick leave for any reason during the 26 pay periods constituting a payroll year shall have the option of selling back to AQMD 40 hours of unused sick leave and carrying over the remainder of accrued sick leave earned. For purposes of this section, the payroll year shall be understood to begin with the pay period applicable to the first pay day in January and end with the pay period applicable to the last pay day in December. In order to be eligible for such a sell-back, the employee must have earned 96 hours of sick leave during the payroll year.

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FOR SICKNESS
OR INJURY

In order to be eligible to sell back sick leave time, the employee must notify AQMD of his or her intention no later than February 15 of each year with respect to sick time accrued the previous year. Said notification shall be made in the manner prescribed by management.

d. Limitation on Sick Leave.

- (1) When an employee has exhausted all sick leave benefits to which he or she may be entitled under paragraphs a through c, and in the event that he or she does not return to work, he or she shall not be entitled to sick leave benefits, except as may be provided in paragraph e.
- (2) A person who is compelled to be absent because of sickness or injury, or for non-emergency medical or dental care, may elect to take time off on vacation or compensatory time from overtime or holidays worked rather than sick leave.
- (3) No compensation shall be paid under this Section for any period in excess of the time such person has been in AQMD service.
- (4) Sick leave compensation for persons employed on an hourly basis shall be computed on a 5-day work week basis of 40 hours, unless such person actually works more than 5 days per week (40 hours).

e. Continuous Absences Due to Illness or Injury.

- (1) In addition to the sick leave benefits to which an employee is entitled under paragraphs a through d of this section, the Executive Officer may grant to an employee on continuous absence because of sickness or injury, if said employee has exhausted all sick leave benefits to which said employee is otherwise entitled, no more than 2 additional years of benefits as provided for in paragraphs a through d above; provided, however, no compensation shall be paid under this section for any period of time in excess of the time such person has been in AQMD service. In exercising his or her discretion, the Executive Officer may require a medical reevaluation of the employee's medical condition.

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LEAVES OF ABSENCE
FOR SICKNESS
OR INJURY

- (2) A person on a continuous absence because of sickness or injury whose leave begins in one calendar year and extends into the next calendar year shall continue to receive compensation for any remaining sick leave in the next calendar year until such sick leave has been exhausted. Such person shall not be allowed additional sick leave, except as provided in paragraphs (1) and (2) in this subsection.
- f. Part-Pay Sick Leave. Notwithstanding any other provisions of this MOU, any employee who was employed by AQMD on July 1, 1976, who on June 30, 1976, was an employee of a county and on the basis of his or her service was entitled to part-pay sick leave, shall be entitled to the same amount of part-pay sick leave as he or she was entitled to on June 30, 1976.
- g. Employees in their probationary period shall be entitled to take sick leave on the same basis as other employees.

Section 4. Leaves of Absence for Non-Industrial Illness, Injury, or Pregnancy. All employees who have completed their probationary period and in the event of non-industrial illness, injury, or pregnancy may be granted a leave of absence without pay for a period of up to 12 calendar months. AQMD may require medial evidence of such non-industrial illness, injury, or pregnancy necessitating such leave of absence. AQMD agrees that such time off may be extended in writing by mutual agreement between AQMD and the employee. In order to remain on leave of absence for non-industrial illness, injury, or pregnancy, the employee may be called upon to present AQMD with a licensed physician's certificate verifying that such non-industrial illness, injury, or pregnancy is continuing to disable the employee from performing his or her duties.

In addition, the employee is required to notify AQMD by Registered Mail of his or her address within 60 calendar days if there is a change of address from the last address in AQMD personnel files. Any employee returning to work shall give AQMD reasonable advance notice of the date of return to work and such employee shall be assigned, upon return to work, to his or her former position or to a comparable position. AQMD shall not be required to reinstate any employee who is physically unable to perform the necessary duties of such position, but AQMD shall make reasonable effort to place the employee in a position in which the employee is capable of performing to the same standard as other employees in that classification.

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(*Salary Resolution*, Section 47, “Proof of Absence”)

Section 5. Proof of Absence. Any employee absent due to sickness, injury, pregnancy, quarantine, non-emergency medical, or dental care, or on any of the leaves provided for in Article 23 may be required, before such absence is authorized or payment is made, to furnish a doctor’s certificate or other proof satisfactory to his or her appointing authority that his or her absence was due to such causes. AQMD shall not unreasonably require medical certification as proof of absence.

ARTICLE 23

OTHER LEAVES
OF ABSENCE

Section 1. Bereavement Leave. Apart from full-pay sick leave provisions, any employee employed in a full-time permanent position who is compelled to be absent from duty because of the death of his or her father, mother, stepfather, stepmother, mother-in-law, father-in-law, sister, brother, spouse, children or stepchildren, grandmother, grandfather, grandchildren, or domestic partner (subject to AQMD domestic partner certification requirements) shall be allowed the time necessary to be absent from work at regular pay for not more than (3) working days in any fiscal year for each occurrence. AQMD may require reasonable proof, satisfactory to AQMD, of such absence upon return and before payment is made, that the absence was due to such cause.

Section 2. Employee Organizational Leave. AQMD agrees to permit not more than 1 employee of AQMD in any calendar year to take leave without pay or benefits of any kind for a period of up to 1 calendar year to work for the Union. The employee must give management reasonable advance notice of his or her intent to take such leave and shall give AQMD reasonable notice of not less than 2 calendar weeks of the date upon which the employee intends to return to AQMD employment. The employee must return to work for AQMD by not later than 1 calendar year from the date of taking the leave of absence, or he or she shall be deemed to have resigned. The employee shall be returned to his or her former position or a comparable position.

Section 3. Examinations. Any employee shall be allowed time necessary to be absent from work at his or her regular pay to participate in examinations for positions within AQMD.

Section 4. Jury Duty. Effective February 14, 1997, employees in full-time positions and employees exempted for a medical condition from the 4/10 work schedule who are regularly scheduled to work a minimum of four 8-hour days per week ordered to serve on a jury shall be allowed the necessary time to be absent from work for a maximum of 8 work days (i.e., two 4-day work weeks) per calendar year at their regular pay, provided they deposit with AQMD any fees received for jury service time that falls on a regularly scheduled work day. Employees required by the court to perform jury service for more than 8 work days in a calendar year may present a hardship request to the Designated Deputy over Administrative & Human Resources to receive pay for the additional service days.

ARTICLE 23

OTHER LEAVES OF
ABSENCE

Section 5. Military Leave. Any employee who has minimum of one 1 year of service shall be allowed a military leave of absence with pay in accordance with the policy below and with applicable provisions of law, including, but not limited to, those contained in this MOU and the California Military and Veterans Code.

Temporary Duty.

Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active duty in accordance with federal and State law. Employees meeting the above one 1 year employment requirement shall be entitled to receive their regular salary or compensation for the first 30 calendar days of any such temporary leave, in addition to their military pay, as provided for in the Military and Veterans Code. Pay for such purpose shall not exceed 30 days in any 1 fiscal year and shall be paid only for the employee's regularly scheduled workdays.

Employees eligible to receive the 30 calendar day military leave compensation as stipulated by law shall, in addition, receive the difference between their regular AQMD salary and their military salary starting on the 31st calendar day of military leave. This additional compensation shall continue for up to 690 calendar days of active military service beyond the 30 days provided for in this section. During this 690-day period, AQMD will continue vacation, sick leave, holiday, salary step advance, and other benefits as if there were no interruption of AQMD service on the part of the employee. These provisions apply to employees who have been employed by AQMD for at least 1 year immediately prior to the date such leave begins.

Pay under this subsection shall only be paid once, for a maximum of 720 days for each leave, and shall only be paid for the employee's regularly scheduled work days.

This compensation provision applies only to active military duty and does not include an employee's attendance at weekend reserve meetings or drills. Employees must use their own time to attend such meetings.

ARTICLE 23

OTHER LEAVES OF
ABSENCE

Should the meetings unavoidably conflict with an employee's regular working hours, the employee may use vacation or holiday leave, leave without pay, or other leave time, except for regular sick leave. Employees who are called in for a medical examination to determine physical fitness for military duty may also use vacation leave, leave without pay, or other leave time. The 30-day compensation provision also applies to an employee on military leave other than temporary military leave who is ordered into active military duty or is inducted, enlists, or is otherwise called into active military duty.

A copy of military orders must accompany the request-for-leave form. Employees should note that the Accidental Death and Dismemberment (AD&D) policy contains a war exclusion.

Employees who are eligible for military leave compensation will be placed on a leave of absence with right of return to their positions or to comparable positions.

Section 6. Witness Leave. Full-time permanent employees required to be absent from work by a subpoena properly issued by a court or an agency or commission legally empowered to subpoena witnesses, which subpoena compels their presence as a witness, except as a party or as an expert witness, shall be allowed the time necessary to be absent from work at their regular pay to comply with such subpoena, provided they deposit their fees received for such service with AQMD.

Full-time permanent employees required by ordinance, rule, or charter to be absent from work to represent themselves at an administrative proceeding at which their individual employment or pay status is at issue, shall be allowed the time necessary to be absent from work at their regular pay.

"Time necessary to be absent from work," as used in this section, does not include any time during which the employee is "on call" or his or her presence in a proceeding is not required.

Section 7. Catastrophic Leave. Effective January 11, 1998, employees may request paid catastrophic leave for personal emergencies once they have exhausted all their own available paid leave time.

ARTICLE 23

OTHER LEAVES OF
ABSENCE

If approved, paid leave time will be drawn from a combined catastrophic leave fund comprised of paid vacation time donated by members of the Technical Enforcement and Office Clerical and Maintenance bargaining units. Catastrophic leave requests must be approved by the joint bargaining unit-management committee established to review catastrophic leave requests.

Effective the last pay period beginning in December 2005, bargaining unit members may donate any vacation hours in excess of 200 hours. Donations may be made twice yearly, during the last pay period that begins in December and during the first pay period that begins in July. The dollar value of donated vacation hours in the fund will be computed by multiplying the number of hours donated by the employee's current regular hourly pay rate. Employees drawing paid leave time from the fund will draw at their current regular hourly pay rate. The catastrophic leave fund balance may not exceed \$50,000.

Section 8. In addition to the above provisions, employees shall be entitled to leaves pursuant to the Family and Medical Leave Act, 29 U.S.C. §§ 2601-2654, and/or the California Family Rights Act, Cal. Gov't Code 12945.2.

ARTICLE 24

RESTORATION OF
SALARY OR EARNED
PAID LEAVES OF
ABSENCE

(*Salary Resolution*, Section 46, “Restoration of Salary or Earned Paid Leaves of Absence”)

Section 1. Restoration of Salary or Earned Paid Leaves of Absence.

- a. In the event employees are ordered to absent themselves from the job based on probable cause and it is subsequently determined by a finding of the Executive Officer or designee that cause did not exist for the ordered absence, employees shall have restored to them any paid leaves of absence against which such absence may have been charged, and they shall be granted a retroactive leave of absence with pay for the time during which they were prohibited from performing the duties of their positions, less any compensation paid to them by AQMD during such ordered absence.
- b. In the event an employee is reduced, suspended, and/or discharged and upon appeal the Hearing Officer does not sustain such reduction, suspension, and/or discharge, the employee shall be entitled to his or her base rate of salary, vacation, and sick leave as if such unsustained reduction, suspension, or discharge had not been invoked. However, in no event shall an employee be entitled to any salary or credit for vacation and sick leave for any period of time covered by a suspension sustained by the Hearing Officer, or for any period of time waived by the employee as a condition to the granting of a continuance of his or her hearing.
- c. If during absences for which employees are paid pursuant to this section, they earned any money which they would not have earned had they continued to perform the duties of their positions, such sums shall be deducted from the salary otherwise payable to them pursuant to this Section.

ARTICLE 25

SAFETY AND
HEALTH

Section 1. AQMD and the employees of AQMD agree to comply with all applicable federal and State laws, which relate to health and safety.

Section 2. AQMD will make every reasonable effort to provide and maintain a safe and healthy place of employment.

Section 3. In accordance with law, AQMD will provide safety equipment where required by law or regulations for the safe performance of assigned duties. Employees to whom such equipment is issued will wear or use the equipment when required and each will be responsible for the equipment issued. Employees shall adhere to AQMD rules regarding the use, maintenance, and replacement of safety equipment. Employees requiring such equipment will notify AQMD and AQMD will provide the necessary equipment.

Effective February 14, 1997, employees required to wear safety shoes will receive an allowance for a single expenditure of up to either 1) \$80 per year or 2) \$125 per 2-year period.

Section 4. The parties agree to eliminate smoking from all areas inside AQMD facilities and to designate smoking areas outside AQMD facilities, as determined by management.

ARTICLE 26

(Administrative Code, Section 162, "Employee Parking")

EMPLOYEE PARKING

Section 1. AQMD shall, consistent with its present practice, provide employee parking as far as practicable.

Section 2. Once a month, bargaining unit employees who rideshare and who qualify under rules in effect in the 1988-1991 MOU, except those designated by management as ineligible because of their AQMD vehicle assignments, will be paid \$25. Employees hired after January 1, 2006, are not eligible to receive either this payment or rideshare incentive payments.

ARTICLE 27

TRAINING

Section 1. Management and the Union recognize the importance of training employees covered by this Agreement. Management agrees to continue divisional in-service training programs that management considers effective and of significant value to AQMD and to employees covered by this Agreement. Management agrees to make information concerning any new in-service training programs available to employees and, upon request, to the Union.

Section 2. Tuition Reimbursement. The objective of the program is to aid employees in career development within the scope of AQMD service.

The Executive Officer, or designee, shall administer AQMD's Tuition Reimbursement Program. Tuition reimbursement will apply to any class taken to qualify for a degree, if that degree is pursued to meet the minimum requirements for another classification for which the employee plans to apply. Classes that are job related or of benefit to AQMD will be reimbursed whether or not they apply to a degree. Applications for tuition reimbursement must be reviewed and approved by the employee's director.

An employee of AQMD, who has been appointed to a full-time permanent position, is eligible to apply for tuition reimbursement. Employees must successfully pass courses with a grade of "C" or better (or a "pass", if a "pass/no pass" system) in order to be reimbursed. Effective for classes beginning February 14, 1997, or later, employees eligible for tuition reimbursement shall be entitled to receive a maximum of \$1,250 per calendar year. Under no condition will the amount exceed \$1,250 per calendar year.

The necessary financing for reimbursement of employees shall be determined by the AQMD Board in the annual budget.

Section 3. Individual employees may request approval to attend specific job-related seminars or courses relevant to their professional development for the mutual benefit of the employee and AQMD. Such requests must be submitted in writing through the employee's immediate supervisor and are subject to approval by the employee's Designated Deputy and the Designated Deputy over Administrative and Human Resources.

ARTICLE 28

EMPLOYEE
PAYCHECKS

Section 1. The Union acknowledges that AQMD administers the payroll system on behalf of employees. The Union further acknowledges that errors may occur in the processing of warrants and that AQMD is limited to correct such errors by the system so implemented.

Section 2. Pay Period. The Union acknowledges that AQMD has implemented a biweekly pay system that provides 26 paydays within a calendar year. The Union further acknowledges that paydays will be alternate Wednesdays, 10 calendar days after the close of each pay period.

Section 3. Underpayments and Errors. Within limitations set forth in Section 1 above, management will endeavor to rectify, as far as practicable, a significant underpayment or error on an employee's payroll warrant. Such correction shall be made within 3 calendar days of issuance of warrant, exclusive of Saturdays, Sundays, Mondays, and legal holidays, upon request of the affected employee through the payroll section of AQMD.

Management will endeavor, within the limitations set forth in Section 1, to rectify significant underpayments or errors on an employee's payroll warrant issued for extraneous pay, such as overtime, special bonus, etc., within 1 calendar day of issuance of warrant, exclusive of Saturdays, Sundays, Mondays, and legal holidays, upon request by the affected employee through the payroll section of AQMD.

Section 4. Management will attempt to make termination payoffs within 15 business days from the date of termination.

ARTICLE 29

AQMD RIGHTS

Section 1. AQMD reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this MOU or by law, to manage AQMD, as such rights existed prior to the execution of this MOU. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, shall include (but not be limited to) the following rights:

To manage AQMD generally and to determine the issues of policy

To determine the existence or nonexistence of facts which are the basis of the management decision

To determine the necessity and organization of any service or activity conducted by AQMD and expand or diminish services

To determine the nature, manner, means, technology, and extent of services to be provided to the public

To determine methods of financing

To determine types of equipment or technology to be used

To determine and/or change the facilities, methods, technology, means, and size of the work force by which AQMD operations are to be conducted

To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all AQMD functions, including (but not limited to) the right to contract for or subcontract any work or operation of AQMD without prejudice to the right of the Union to meet and confer regarding the impact and effect of such decision

To assign work and schedule employees in accordance with requirements as determined by AQMD and to establish and change work schedules and assignments, in accordance with Article 5 of this MOU

To relieve employees from duties for lack of work or similar nondisciplinary reasons

To establish and modify productivity and performance programs and standards

ARTICLE 29

AQMD RIGHTS

To discharge, suspend, demote, or otherwise discipline employees for proper cause

To determine job classifications and to reclassify employees

To hire, transfer, promote, and demote employees for nondisciplinary reasons in accordance with this MOU and applicable Resolutions and Codes of AQMD

To determine policies, procedures and standards for selection, training, and promotion of employees

To establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith

To maintain order and efficiency in its facilities and operations

To establish and promulgate and/or modify rules and regulations

To maintain order and safety in AQMD which are not in contravention with this Agreement

To take any and all necessary action to carry out the mission of AQMD in emergencies

Section 2. Except in emergencies, or where AQMD is required to make changes in its operations because of the requirements of law, whenever the exercise of management's rights shall impact on employees of the bargaining units, AQMD agrees to meet and confer with representatives of the Union regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this MOU or in Personnel Rules, Salary Resolution, and Administrative Code, which are incorporated into this Agreement. By agreeing to meet and confer with the Union as to the impact and the exercise of any of the foregoing AQMD rights, management's discretion in the exercise of these rights shall not be diminished.

Section 3. Contracting Out. Should AQMD decide to permanently contract out any work presently being performed by bargaining unit employees resulting in any displacement of AQMD employees, AQMD shall meet and confer with the Union over the impact of such contracting out and discuss placement of those employees displaced by such permanent contracting out.

ARTICLE 30

EMPLOYEE
ORGANIZATIONAL
RIGHTS AND
RESPONSIBILITY

Section 1. Dues Deduction. AQMD shall make deductions in accordance with Article 46. AQMD shall submit such funds to the Union within 10 days following the deductions.

Section 2. Indemnification. The Union agrees to hold AQMD harmless and indemnify AQMD against any claims, causes of action of lawsuits arising out of the deductions or transmittal of such funds to the Union, except the intentional failure of AQMD to transmit moneys deducted from employees to the Union pursuant to this Article.

Section 3. Financial Statement. The Union agrees to make available to AQMD, within 60 days of the end of the Union's fiscal year, a detailed written financial report of its financial transactions in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer or by a certified public accountant. A U.S. Department of Labor's Labor Management-2 report shall be deemed to meet this requirement.

ARTICLE 31

EMPLOYEE LIST

Section 1. Within 60 calendar days from the effective date of this MOU, AQMD shall provide the Union with a list of the names, addresses, and classifications of all employees in the Units represented by the Union. AQMD shall provide the Union with the name, address, and classification of any new employee thereafter within 30 calendar days of hire.

Section 2. Quarterly, AQMD shall, upon request, provide the Union with a list of the names, addresses, and classifications of all employees in the bargaining unit represented by the Union.

Section 3. Temporary Employees. AQMD may use workers supplied by a temporary employment agency to meet short-term work needs. Workers supplied by temporary employment agencies are employees of the temporary employment agency and not of AQMD. Temporary employment agency employees who are assigned work performed by classes within the Technical & Enforcement and the Office Clerical & Maintenance bargaining units, except as noted below, shall be limited to a length of service with AQMD of up to 6 months, with the option of one 6-month extension at management's discretion. Temporary employment agency employees may be re-assigned to perform different work throughout their service, but this will not extend the length of service beyond the one-year maximum.

Temporary employment agency workers may be used to perform the duties of a regular employee on long-term leave for the entire duration of such leave and, therefore, the parties agree that the limitations set forth in this agreement will not apply in those situations.

Upon request, but not to exceed every six months, Human Resources will provide a list of temporary employees performing bargaining unit work, including date of hire and justification for the work assignment.

ARTICLE 32

UNION
VISITATION
RIGHTS

Section 1. Authorized Union representatives may be given access to work locations during working hours to conduct grievance investigations and observe working conditions. An authorized representative desiring access to a work location hereunder shall state the purpose of his or her visit and request the Director of Administrative and Human Resources' authorization at least 24 hours before the intended visit, unless the parties mutually agree to waive notice. While at AQMD facilities, the Union representative shall agree to observe the same security, conduct, and safety rules and regulations of AQMD as other visitors and shall not unduly interfere with the performance of work by any employee or group of employees. The Union shall give the Designated Deputy over Administrative and Human Resources and other affected designated deputies a written list of all authorized representatives, which list shall be kept current by the Union. Access to work locations will only be granted to Union representatives on the current list. Locations where Union representatives may be granted permission to enter shall include, and be limited to, all AQMD property locations where employees are employed.

ARTICLE 33

BULLETIN BOARDS

Section 1. AQMD will furnish bulletin board space on 1 existing bulletin board at each facility where there are 5 or more employees who are represented by the Union. At headquarters, AQMD will furnish enclosed, locked bulletin board space on each floor.

The bulletin boards shall be used for the following subjects only:

- a. Union recreational, social, and related Union news bulletins
- b. Scheduled Union meetings
- c. Information concerning Union elections and the results thereof
- d. Reports of official Union business, including Union newsletters or reports of committees or the Board of Directors
- e. Any other written material which first has been approved and initialed by the designated AQMD representative at each facility.

The designated AQMD representative must either approve or disapprove a request for posting within 24 hours, excluding Saturdays, Sundays, and legal holidays, from the receipt of the material and the request to post it. The designated AQMD representative shall not unreasonably withhold permission to post.

Human Resources will provide Chief Stewards keys to enclosed Union bulletin boards. Chief Stewards will be responsible for submitting all postings to Human Resources for approval as to appropriateness 1 workday in advance. Human Resources will make every effort to expedite approval when an emergency posting is requested. Misuse of bulletin boards will result in loss of the Union steward's privilege to possess a bulletin board key.

ARTICLE 34

STEWARDS

Section 1. AQMD agrees to recognize 5 stewards selected by the Union for each Bargaining Unit, one of which in each Bargaining Unit will be appointed by the Union to act as chief steward to be the primary Union contact at AQMD for management on labor-management issues.

Stewards shall recognize that they have regular full-time duties as employees of AQMD and shall conduct themselves in accordance with the requirements imposed upon all employees of AQMD.

The Union shall have the responsibility to notify AQMD in writing of the names of its duly authorized stewards and chief stewards. AQMD shall have no obligation to recognize or deal with any employee as a steward or chief steward unless he or she has been designated by the Union in writing.

While on AQMD time, the duties of the stewards shall be limited to assisting an employee, upon request of the employee, in filing and processing a grievance.

Stewards shall spend only the time necessary to expeditiously carry out their functions as stewards and shall not unduly restrict or interfere with the performance of their own duties.

Stewards may leave their immediate work locations to perform these duties; however, stewards shall first obtain permission from their immediate supervisor to leave the area and shall inform the supervisor of the reason for their leaving the area. The supervisor shall be responsible for maintaining time records of the amount of time stewards spend in the performance of their steward duties.

The Union and AQMD agree to review the amount of time spent by stewards in the performance of their duties on a biannual basis, to determine whether the stewards are observing the provisions of this Article.

Upon entering a work location, a steward shall inform the supervisor in charge of the area of the nature of his or her business.

The steward shall minimize the amount of interference with AQMD work in the performance of his or her duties.

At any time, AQMD may request to consult with the Union regarding the application of this procedure.

ARTICLE 34

STEWARDS

Stewards shall not log compensatory time, overtime, or premium pay time for time spent performing any function as a steward.

Stewards shall represent employees on grievable matters within their assigned office only. In cases when someone other than the Union is representing a grievant, or the grievant is a steward, and the grievance is directly related to the MOU provisions, a member of the Union's Board for the applicable bargaining unit may attend the grievance hearing.

Steward Training. Union stewards will be allowed one AQMD-paid day per year to attend Union-provided training on the duties and responsibilities of Union stewards. The Union agrees to permit 5 members of AQMD management to attend the same steward training session. If training is deemed beneficial to AQMD by management, this provision will continue in effect beyond the 1-year trial period.

ARTICLE 35

NO STRIKE –
NO LOCKOUT
PROVISION

Section 1. Prohibited Conduct.

- a. The Union, its officers, agents, representatives, and/or members agree that during the term of this Agreement they will not cause or condone any strike, walkout, slowdown, sick-out, or any other job action by withholding or refusing to perform services.
- b. AQMD agrees that it shall not lock out its employees during the term of this Agreement.
- c. Any employee who willfully participates in any conduct prohibited in paragraph a. above shall be terminated by AQMD.
- d. If the Union fails, in good faith, to perform all responsibilities listed below in Section 2.a, AQMD may pursue such legal remedies as may be available under the Employee Relations Resolution and the law.

Section 2. Union Responsibility.

- a. In the event the Union, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 1.a above, the Union shall, upon written notice sent to the Principal Authorized Agents of the Union, immediately instruct persons engaging in such conduct that their conduct is in violation of this MOU and they must immediately cease engaging in conduct prohibited in Section 1.a above and return to work.
- b. If the Union performs all of the responsibilities set forth in Section 1.a above in good faith, the Union, its officers, agents, and/or representatives shall not be liable for damages for prohibited conduct performed by employees covered by this Agreement who are in violation of Section 1 above.

ARTICLE 36

GRIEVANCE AND
OFFICER HEARING
PROCEDURE

Section 1. Definition of a Grievance. A grievance shall be defined as a timely complaint by an employee or group of employees or the Union concerning the interpretation or application of specific provisions of this MOU or of the Rules and Regulations governing personnel practices or working conditions of AQMD. *Line grievances* involve complaints relating to actions or decisions by line supervisors. *Administrative grievances* relate to actions or decisions by other than line supervisors, e.g., by Human Resources or Finance staff.

No employee shall suffer any reprisal because of filing or processing of a grievance or participating in the grievance procedure.

On group grievances, a maximum of 2 employees may represent employees involved.

Grievance matters by employees represented by the Union must be reviewed and processed by the Union prior to submission to the grievance procedure.

Employees shall have the right of representation by a Union steward at the 1st through the 3rd steps of the line grievance process, and at the 1st and 2nd steps of the administrative grievance process.

The parties agree that no settlement of any grievance shall in any manner whatsoever change, alter, or amend specific provisions of this Agreement or any provisions of the Personnel Rules and Regulations of AQMD.

Section 2. Business Days. Business days means calendar days exclusive of Saturdays, Sundays, Mondays, and legal holidays recognized by AQMD.

ARTICLE 36

GRIEVANCE AND
HEARING OFFICER
PROCEDURE

Section 3. Time Limits for Filing Written Formal Grievances.

Every effort should be made to resolve grievances informally before formal action is taken. However, any delay in completing the informal grievance process shall not extend the time for filing a formal grievance. The time limits for filing written formal grievances shall be strictly construed, but may be extended by mutual agreement evidenced by a written request signed by a duly authorized representative of AQMD and the grieving party. Failure of the grieving party to comply with any of the time limits set forth hereunder shall constitute a waiver and bar further processing of the grievance. Failure of AQMD to comply with the time limits set forth in this Article shall automatically move the grievance to the next level in the Grievance and Hearing Officer Procedure. The grieving party may request the assistance of the Union in presenting a grievance at any level of review or may represent himself or herself. Grievances shall be presented on AQMD time.

Section 4.

- a. Step 1. Line Grievance. Immediate Supervisor. An employee must first attempt to resolve a line grievance by meeting and discussing the grievance with his or her immediate supervisor without undue delay. Every effort shall be made to find an acceptable solution to the grievance by these means at the most immediate level of supervision. The immediate supervisor shall render a decision in writing regarding the merits of the grievance and return it to the grievant within 5 business days after meeting with the grievant. An employee who fails to meet with his or her immediate supervisor shall forfeit the grievance. In order that this procedure may be responsive, all parties involved shall expedite this process. In no case may more than 20 business days elapse between the date of the alleged incident giving rise to the grievance or the date the grievant knew or should have reasonably become aware of the facts giving rise to the grievance, and the filing of a written grievance with the Designated Deputy or management-level designee. Should the grievant fail to file a written grievance on a form, to be mutually agreed to by AQMD and the Union, within 20 business days from the date of the incident giving rise to the grievance, the grievance shall be barred and waived.

ARTICLE 36

GRIEVANCE AND
HEARING OFFICER
PROCEDURE

- b. Step 1. Administrative Grievance. Designated Deputy over Administrative and Human Resources. Administrative grievances must be filed in writing with the Designated Deputy over Administrative and Human Resources within 20 business days of the alleged incident giving rise to the grievance or of the date the grievant knew or should reasonably have become aware of the facts giving rise to the grievance. The Designated Deputy over Human Resources shall render a decision in writing within 10 business days of hearing the grievance. If the grievance is not resolved at this step, it may be referred to the Management Grievance Committee within 10 business days.
- c. Step 2. Line Grievance. Designated Deputy. If the grievance is not resolved through Step 1 and a written grievance is filed within the time limits set forth above, the grievant shall meet and discuss the grievance with the respective Designated Deputy or management-level designee. The Designated Deputy or management-level designee shall render a decision in writing regarding the merits of the grievance and return it to the grievant within 10 business days after hearing the grievance. If the grievance is not resolved at this step, it may be referred to the Management Grievance Committee within 10 business days.
- d. Step 3. Line Grievance.
Step 2. Administrative Grievance.
Management Grievance Committee. If the grievance is not resolved in the above steps within 10 business days from receipt of the written response, the written grievance may be referred to the Management Grievance Committee. The Committee shall consist of 4 management representatives designated by the Executive Officer. If the grievance is not submitted to the Management Grievance Committee, it shall be barred and waived. The parties agree that the Management Grievance Committee shall meet monthly to hear all grievances unresolved at either b. or c. above which are filed by the 15th day of each calendar month. The Management Grievance Committee will convene subsequent to the 15th day of each month, at times mutually agreed upon, in an attempt to resolve all grievances eligible for hearing each month.

ARTICLE 36

GRIEVANCE AND
HEARING OFFICER
PROCEDURE

The Committee will render its decision on the same day or, if additional information is needed, a decision will be rendered by the next meeting date or on a date mutually agreed by the parties. In the event the decision of the Management Grievance Committee does not, in the view of the grievant, resolve the matter, the grievance may be referred to the next step of the grievance procedure (Hearing Officer) within 10 business days.

- e. Hearing Officer's Report and Recommendations in Specific Unresolved Grievances. If a grievance arising from discharge, suspension, demotion, promotion, individual application of salaries or layoff procedure, classification questions not requiring any additional appropriations by the governing body, individual application of transfer procedures, and/or employee medical evaluations is not resolved in d. above, the grievant and the Union may request the Executive Officer, or his or her duly authorized representative, to appoint a Hearing Officer to hear evidence and make recommendations to the governing body of AQMD regarding the resolution of such grievances. The grievant and the Union must request the appointment of the Hearing Officer within 10 business days from the date the grievant has received the decision of the Management Grievance Committee. Failure of the grievant and the Union to request the appointment of a Hearing Officer within the time limits set forth above constitutes a waiver and bars the grievance, and the grievance will be considered settled on the basis of the last management grievance response. It is understood that the Union shall determine whether an issue shall be taken to a Hearing Officer for adjudication, although an individual employee may pursue an issue to a hearing without agreement by the Union. In such case, the cost of the Hearing Officer shall be borne equally by the grievant and AQMD.

ARTICLE 36

GRIEVANCE AND
HEARING OFFICER
PROCEDURE

- f. Within 10 business days after receipt of a request for the appointment of the Hearing Officer, the Executive Officer, or the Designated Deputy over Administrative and Human Resources, shall attempt to reach voluntary agreement with the grievant and the Union as to the appointment of a Hearing Officer. Failing to reach voluntary agreement within 10 business days of receipt of the request for the appointment of a Hearing Officer, the Executive Officer or his or her duly authorized representative shall obtain a list from the American Arbitration Association of 15 persons who are qualified to serve as Hearing Officer in Step d. of the grievance procedure. Upon receipt of the list of 15 Hearing Officers from the American Arbitration Association, the parties shall meet to select a Hearing Officer from the list. The list of 15 shall serve as the list of persons to be used by AQMD and the Union for the term of the Agreement, unless otherwise agreed to by both parties.

- g. The hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association in cases involving disciplinary action, and the Hearing Officer shall use the standard of proper cause in determining the propriety of AQMD's conduct. The Hearing Officer shall not hear witnesses or take evidence out of the presence of the other party. The Hearing Officer shall be bound by the expressed terms and conditions of the MOU, as well as the Personnel Rules and Regulations of AQMD, in determining the validity of AQMD's action, and shall not have the authority to recommend any additions or subtractions from the MOU or any provisions of the Personnel Rules and Regulations of AQMD. The Hearing Officer shall be strictly bound by the time limits set forth in this grievance procedure.

- h. In the conduct of the hearing, the Hearing Officer, once chosen, shall hold the hearing to make findings of fact and recommendations to the parties within 30 calendar days of the Hearing Officer's appointment. The Hearing Officer shall be bound to render his or her findings and recommendations within 30 calendar days of the close of the hearing.

ARTICLE 36

GRIEVANCE AND
HEARING OFFICER
PROCEDURE

The Hearing Officer shall submit his or her findings and recommendations in writing to AQMD, the grievant, and the Union. The Hearing Officer's recommendations made thereafter shall be final and binding upon the grievant, the Union and AQMD, except that the findings and recommendations of the Hearing Officer shall not be binding upon AQMD if said recommendation requires any legislative action or appropriation of funds by the governing body to enforce or carry out the Hearing Officer's recommendation. If within 60 days of receiving notice of the recommendation of the Hearing Officer requiring legislative action or the appropriation of funds by the governing body of AQMD, such legislative action or appropriation of funds is not taken and the Hearing Officer's decision is given no force and effect, the grievant and the Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this MOU.

- i. The cost of obtaining a panel of Hearing Officers from the American Arbitration Association and all costs of the hearing, including the cost of the Hearing Officer, shall be equally borne by AQMD, the grieving party and the Union. Only if the Union wishes a copy of the hearing transcript will the Union be responsible for paying 50% of court reporter costs. Each party shall bear the cost of its own attorney's fees.

ARTICLE 37

SOLE AND
ENTIRE MOU

Section 1. It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior agreements and memoranda of agreement, or contrary *Salary Resolution*, *Personnel Rules*, or *Administrative Code* provisions of AQMD, oral or written, expressed or implied, between the parties, and shall govern their entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This MOU is not intended to conflict with federal or State law.

Section 2. It is understood and agreed that there exists within AQMD, in written form, *Personnel Rules*, *Salary Resolution*, and *Employee Relations Resolutions* and/or an *Administrative Code* adopted by AQMD. Including specific modifications resulting from this MOU, these Resolutions and/or Code shall be incorporated by this reference into this MOU and shall remain in full force and effect during the term of this MOU. During the term of this MOU, no new provision or amendment to these Resolutions and/or Code, which is not in accordance with this MOU, or which directly affects the wages, hours, terms, and conditions of employment of employees covered by this MOU, shall be adopted and/or implemented by AQMD, except upon agreement with the Union regarding any such changes or modifications of these Resolutions and/or Code.

ARTICLE 38

WAIVER OF
BARGAINING
DURING TERM
OF THIS
AGREEMENT

Section 1. The parties mutually agree that during the term of this MOU, they will not seek to negotiate or bargain concerning wages, hours and terms of employment whether or not covered by this MOU or in the negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this MOU. Regardless of the waiver contained in this Article, the parties may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this MOU.

ARTICLE 39

EMERGENCY
WAIVER
PROVISION

Section 1. In the event of circumstances beyond the control of AQMD, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this MOU or the *Personnel Rules* or *Resolutions* of AQMD which restrict AQMD's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is declared over, the Union shall have the right to meet and confer with AQMD regarding the impact on employees of the suspension of these provisions in the MOU and any *Personnel Rules* and policies.

ARTICLE 40

AUTHORIZED
AGENTS

For the purpose of administering the terms and provisions of this MOU, principal authorized agents shall be:

1. Representing management:

Eudora Tharp
Assistant DEO, Administrative & Human Resources
21685 Copley Drive
Diamond Bar, CA 91765-4182
Telephone No. (909) 396-3018

2. The Teamsters Local 911 principal authorized agent shall be:

Ray Whitmer
Secretary-Treasurer
Teamsters Local 911
3888 Cherry Avenue
Long Beach, CA 90807
Telephone No. (562) 595-4518

ARTICLE 41

SEPARABILITY
PROVISION

Section 1. Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU.

ARTICLE 42

RENEGOTIATION

Section 1. The parties shall commence renegotiations under the terms of this Agreement, no later than April 13, 2010, except as provided for in Section 2 of this Article.

Section 2. In the event of a financial crisis (i.e., budget shortfall, passage of legislation that impacts staffing levels, working conditions, etc.) the Union agrees to meet and discuss with management options that might be used in addition, or as alternatives, to short-term and long-term layoffs. If a mutually agreed upon solution to the above-referenced provision is reached that requires an amendment to this Memorandum of Understanding or incorporated documents, the parties agree to make the amendments, subject to approval by the membership of the Union and the AQMD Board.

Nothing contained herein shall be construed to limit management rights regarding short-term and long-term layoffs in accordance with existing provisions contained in Article 45, Section 9, Layoffs and Reductions.

ARTICLE 43

SUCCESSOR
AGREEMENT

Section 1. This Agreement shall be binding upon the successors and assigns of AQMD and the Union.

ARTICLE 44

TERM OF MOU

Section 1. The term of this MOU shall commence on July 1, 2009, and shall continue for the period through June 30, 2010.

Section 2. All contract changes except salary adjustments are to be effective the beginning of the first pay period following the adoption of this Agreement by the AQMD Board, unless otherwise stated.

ARTICLE 45

PERSONNEL SYSTEM
PROCEDURE

Section 1. Employee-Initiated Classification Studies.

- a. Purpose. The purpose of this Article is to establish and implement a procedure whereby employees may request classification studies of their positions and duties in order to determine whether their duties and positions are properly classified.
- b. Intent. It is the intent of the parties that this Article be included only to inform employees of the established procedure to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies.
- c. Procedure. The request for reclassification by an employee must be submitted in writing, on the classification study request form provided by Human Resources, to the Director of Administrative and Human Resources, including a statement from the employee on how the employee's duties have changed. When Human Resources receives the completed request for reclassification form, it shall acknowledge receipt of same in writing and shall inform the requester within thirty days as to whether duties have changed sufficiently to warrant a study. Human Resources will request employees to complete Position Description Forms and will make every effort to assure supervisors and management staff complete their portions of the form in a timely manner. Human Resources will have the authority to approve, when circumstances warrant, beginning a study prior to receipt of supervisor and management portions of the form. Human Resources shall have a period of 90 calendar days from receipt of the completed employee portion of the Position Description Form to render a finding, unless the classification study requires further time, up to an additional 60 calendar days. Should Human Resources need the additional period of time of up to 60 days, it shall notify the employee in writing of its need for the additional period of time. If extenuating circumstances (e.g., the inability to gather needed information, consultant schedules beyond the control of AQMD, etc.) necessitate extensions to this schedule, the parties agree to revise the schedule to accommodate the extenuating circumstance. If the employee is not satisfied with the response from Human Resources to the employee's request for reclassification, the employee may file a grievance subject to the grievance procedures set forth in this MOU.

ARTICLE 45

PERSONNEL SYSTEM
PROCEDURE

If there is a recommendation by Human Resources for a change in classification, the matter shall be referred to the AQMD Board.

Section 2. Voluntary Transfer Procedure.

- a. List of Vacant Positions. Human Resources will post a list of vacant positions that the divisions have requested to be filled. The notice will contain the class title and any specialty designation, division, section/location, immediate supervisor, and last date for filing a transfer request. The list will be updated Friday of each week to incorporate the requests (requisitions) received during that week. It will be posted on Tuesday morning in Human Resources and on the main bulletin board in the Headquarters building, and will be telefaxed to each field office.
- b. Filing Period. A transfer request may be filed at any time and will be active for a period of 6 calendar months. The filing period for transfers will close after the vacant position has been posted on the Transfer List for 5 business days. Interested employees will have until 5 p.m. Friday of that week to file a Request for Transfer form in Human Resources. If there is an AQMD holiday during the week, the filing period will be extended until 5 p.m. of the 5th business day.
- c. Eligibility. Transfer candidates must have passed probation in their classification and have a current performance appraisal on file with a “satisfactory” rating or better.
- d. Lateral Transfer. To be considered for transfer outside the employee’s current class, an employee must meet the minimum requirements for the class.
- e. Rule of the List. Transfer applicants who are eligible for consideration will be listed in alphabetical order. The appointing authority must offer to interview all transfer applicants eligible pursuant to this procedure, and may select any transfer candidate on the list.

ARTICLE 45

PERSONNEL SYSTEM
PROCEDURE

- f. Reasons for Nonselection. Transfer candidates will be notified by the appointing authority in writing of the outcome of the interviews. If a transferee is selected, no explanation need be given to the other transfer applicants. If a transferee is not selected, the appointing authority must provide job-related reasons for nonselection in writing to each transfer applicant. AQMD's grievance process shall not apply to nonselection for transfer.

- g. Absence During the Filing or Interview Period. If the employee is absent on approved leave during the filing period or when interviews are scheduled, the appointing authority may not make a selection until the affected employee has had an opportunity to be interviewed, provided that the appointing authority is not required to delay the selection more than 1 calendar week. It is the intent of this section that the appointing authority accommodate the approved absences of transfer applicants, but that the selection process not be delayed more than 1 week due to such absences.

- h. Medical Fitness and Other Requirements. Candidates selected for transfer must be able to pass any job-related medical or other requirements (i.e., breathing apparatus, etc.) specified for the class. It is the responsibility of the transfer applicant to read the class specification for minimum requirements and other requirements.

- i. Transfer Review Period. Candidates selected from a transfer list will serve a 6-month Transfer Review Period. If the transferee is deemed not to have performed satisfactorily, he/she will be returned to his/her former position or a similar position with no loss in continuous service time or pay. If the former position or a similar position does not exist at the time, a temporary over-allocation will be authorized until a vacancy occurs or other arrangements can be made. During the Transfer Review Period, employees will receive reviews of their performance every 2 months. The Transfer Review Period does not apply when the transfer is to a position performing the same duties. This determination is to be made at the time the employee is accepted for transfer.

ARTICLE 45

PERSONNEL SYSTEM
PROCEDURE

Section 3. Involuntary Transfer. In cases of involuntary transfers, the least senior employee who possesses the necessary qualifications to perform the assignment as determined by management will be transferred, except in cases of supervisory classes who may be transferred from one position to another without regard to seniority as long as they continue to receive the same compensation and benefits. It is not the intent of this provision to use transfers as a punitive or disciplinary action.

Section 4. Education. Education will not be scored on the basis of recency. No additional credit for education above the minimum requirements will be given.

Section 5. Examination Procedures.

- a. Description of Exam Content and Scoring Criteria. Each promotional recruitment bulletin will contain a summary of the testing process to be used including a description of the general content of examination elements, weights, and scoring criteria. The purpose of this information will be to assist employees in completing the application package fully and in preparing for the other portions of the examination process (i.e., written test, writing skills test, oral examination).
- b. Ties. There will be no ties in final scores in promotional examinations. Ties will be broken in favor of continuous service time with AQMD. In the event a tie still exists, the subsequent tie breaking will be done by alpha order that corresponds to pay period. (Pay period 1 = A; pay period 2 = B, etc.)
- c. Posting of Eligible Lists. Eligible lists are public records and will be posted in Human Resources. Copies will be posted on bulletin boards in the affected divisions and field offices. Cutoff scores for placement on eligible lists shall be made solely at the discretion of management and are not grievable. Eligible lists shall be posted with names listed in the order of their rank and shall include the number of those who participated in the process and the cutoff score that was used to determine inclusion on the eligible list.

ARTICLE 45

PERSONNEL SYSTEM
PROCEDURE

- d. Life of Eligible Lists. The maximum life of a promotional Eligible List is 6 months and may not be extended. A promotional Eligible List will expire if a request for certification from the list is not submitted for a period of 60 business days. The appointing authority will fill all vacant positions from existing eligible lists, except that a vacant position may be held vacant if the appointing authority provides reasons acceptable to the Deputy Executive Officer for retaining the vacancy. The Union will be notified of positions which are to be held vacant and reasons why in writing within 10 business days.
- e. Eligibility During the Life of the List. An applicant must meet the minimum requirements of the class at the time the application is filed, except that AQMD may permit qualification during the life of the Eligible List in recruitments that are open continuously and/or have few qualified candidates available. If an open recruitment will include eligibility during the life of the list, it will be so stated in the job announcement bulletin. Eligibility during the life of the Eligible List will not be permitted in promotional recruitments.

Section 6. Qualifications Appraisal Panel (QAP) Interview Procedures.

- a. Outside Raters. On promotional examinations, AQMD will attempt to obtain at least 2 raters from outside of AQMD service and one rater from outside of the affected division who is at least 1 classification level above the class for which the exam is being conducted.
- b. Technical Experts. On promotional examinations, AQMD will attempt to obtain all raters from within the technical field appropriate for the position being tested.
- c. Hiring Interview Questions. The appointing authority will use a structured interview format when conducting hiring interviews. The questions and answers will be job-related, and ratings will be based on criteria identified in the job analysis. The rating criteria will be developed prior to the interviews, and each candidate who is not selected will be advised of the basis for non-selection.

ARTICLE 45

PERSONNEL SYSTEM
PROCEDURE

Section 7. Certification Procedures - Rule of Five. Certification will be made on the basis of the top 5 names on the Eligible List for the first vacancy, plus 1 additional name for each additional vacancy. If there are multiple vacancies, the appointing authority will make selections for each successive position from the 5 names currently at the top of the list.

Section 8. Probationary Period. Effective February 14, 1997, all newly hired employees and all employees appointed to a supervisory class shall serve a 1-year probationary period. In addition, employees appointed to Air Quality Inspector or Air Quality Inspector I positions shall serve a one-time one-year probationary period in one of the two classes. All other probationary periods for bargaining unit members, including promotions to nonsupervisory positions, shall be 6 months in duration.

Section 9. Layoffs and Reductions.

- a. Layoffs. The appointing authority may layoff or reduce an employee when necessary:
1. For reasons of economy or lack of work; or
 2. Where there are more employees than positions in any class within AQMD.

Employees who are to be laid off or reduced will be so notified thirty days in advance of the action.

- b. Employment Status and Layoff. Layoffs and reductions shall be made by class of position. In each class of position in which there is to be a layoff or reduction, employees shall be laid off according to employment status in the following order:

First – Temporary
Second – Probationary
Third – Regular

Temporary employees shall be laid off according to the needs of the service as determined by the appointing authority. Probationary employees in the class shall be laid off or reduced according to seniority in AQMD service.

ARTICLE 45

PERSONNEL SYSTEM
PROCEDURE

- c. Order of layoff/reduction of regular employees. In case there are 2 or more regular employees in the class from which layoff or reduction is to be made, such employees shall be laid off or reduced on the basis of their length of AQMD service, except that employees with less than satisfactory performance appraisal ratings will be laid off or reduced before employees with satisfactory or better ratings. Only annual performance appraisals received and time-stamped in Human Resources 90 days or more prior to the date employees are notified of AQMD's intention to lay them off or reduce them in classification will be used in determining the order of layoffs and reductions.
- d. Reemployment List. The names of persons laid off or reduced in accordance with these Rules shall be entered upon a reemployment list in the inverse of order specified for layoff. Such list shall be used by the appointing authority when a vacancy arises in the same or lower class of position, before certification is made from an Eligible List. When a vacancy occurs, the appointing authority shall appoint the person highest on the reemployment list who is available.

Names of persons laid off or reduced in lieu of layoff shall be carried on a reemployment list for a 1-year period, except that the names of persons appointed to regular positions of the same level as that from which laid off shall, upon such appointment, be dropped from the list. Persons reduced or reemployed in a lower class or reemployed on a temporary basis shall be continued on the list of the higher position for a 1-year period. Persons appointed from a layoff list shall continue to have the same anniversary date they had prior to termination.

- e. Ties in Layoff/Reduction. In case of a tie affecting 2 or more employees the order of layoff or reduction shall be based on a lottery, with employees being laid off or reduced in the order of the numbers drawn.

ARTICLE 45

PERSONNEL SYSTEM
PROCEDURE

- f. Exception to Order of Layoff. Where the appointing authority deems it to be in the best interest of the service, he or she may retain an employee who has specific qualifications, despite the order of the layoff provided above, if the appointing authority determines:
1. Such action is in the best interest of the service;
 2. The employee retained has such special qualifications;
 3. The employee laid off does not have such special qualifications; and
 4. Such special qualifications are important in the performance of the work of AQMD.
- g. Reduction. Appointing authorities may, at their discretion, if they deem it in the best interest of AQMD, make reductions, in lieu of layoff, to positions at lower levels in the same or related series or positions in other series for which the employee to be reduced has demonstrated by having previously passed probation in that classification that he or she possesses the skills and aptitudes required in the position to which he or she is to be reduced, thereby causing layoffs only in the lower ranks. When employees are reduced pursuant to this section, they shall be reduced to a lower-level classification based on those factors contained in the layoff rules, including seniority with AQMD. If there are reductions in the lower classification, employees who have already been reduced once shall again be reduced based on the layoff rules, including seniority with AQMD, to an appropriate lower classification. This process shall continue until all reductions in force have been made.
- h. Short-Term Layoffs. Notwithstanding any other provision of these Rules, short-term layoffs for periods not to exceed 15 consecutive work days, may be made in any order for reasons approved by the appointing authority.

Section 10. Recruitment Committee. A committee will be established to discuss recruitment issues and to provide recommendations to the Executive Officer. The committee shall consist of two representatives of each of the Teamster bargaining units, the Human Resources manager over recruitment, and two management representatives. Recommendations will be given to the Executive Officer no later than February, 1, 2006.

ARTICLE 46

UNION SECURITY

Section 1. AQMD agrees to distribute during its New Employee Orientation process information materials provided by the Union.

Section 2. Agency Shop.

- a. All employees covered by this Agreement and all employees subsequently hired must, as a condition of employment, either become and remain members of the Union in good standing for the term of this agreement or pay to the Union an agency fee equal to Union dues. Unit members must authorize payroll deductions for their dues payment, agency fee or charitable contribution.
- b. Dues, agency fees and charitable contributions shall be deducted by AQMD from the first pay warrant of each month. Dues and agency fees shall be remitted to the Union no later than ten days from the pay date.

AQMD shall provide the Union, on a quarterly basis, with a list of the names of all employees employed in the Teamster bargaining units.

- c. The parties agree that the obligations herein are a condition of continued employment for Unit members. The parties further agree that the failure of any Unit member to remain a member in good standing of the Union or to pay an agency fee to the Union during the term of this Agreement shall constitute, generally, just and reasonable cause for termination.
- d. No Unit member shall be required to join the Union or to make an agency fee payment if the Unit member 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; this exemption shall not be granted unless and until such Unit member has verified the specific circumstances. Such employee must, instead, arrange with the Union to satisfy his/her obligation by donating the equivalent amount to one of the non-labor, non-religious charitable funds listed in section i. below.

ARTICLE 46

UNION SECURITY

- e. Except for collective bargaining, charitable contributors shall have no right to Union representation or right to Union membership, although, a charitable contributor may apply for Union membership during the term of the agreement. In such case, the charitable contributor must become and remain a dues-paying member during the remaining term of the agreement. In the event a charitable contributor becomes a dues-paying member of the Union, full membership status will not exist unless and until the individual has: 1) been a dues-paying member for 6 months, 2) paid an amount equal to 6 months of dues, or 3) paid the Union an amount equal to 6 months of dues through a combination of 1) and 2).
- f. Whenever a Unit member shall be delinquent in the payment of dues or fees, the Union shall give the Unit member written notice thereof and 15 days to cure the delinquency; a copy of said notice shall be forwarded to the Designated Deputy over Administrative and Human Resources. In the event the Unit member fails to cure said delinquency, the Union shall request, in writing, that AQMD initiate termination proceedings. The termination proceedings shall be governed by applicable State laws and are specifically excluded from the Grievance Procedure Agreement or termination procedures.
- g. AQMD shall not deduct moneys specifically earmarked for a Political Action Committee or other political activities unless such deduction is affirmatively, separately and specifically authorized in writing by the Unit member.
- h. The Union will defend, indemnify, and hold harmless AQMD 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:

Union will defend, indemnify, and hold harmless AQMD from any loss, liability, or cause of action arising out of the operation of this Article. Upon commencement of any such legal action, AQMD shall have the right to decide and determine whether any claim, liability, suit, or judgment made or brought against AQMD because of such action shall or shall not be compromised, resisted, defended, tried, or appealed. Any such decision on the part of AQMD shall not diminish the Union's indemnification obligations under this Agreement.

ARTICLE 46

UNION SECURITY

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

- i. Charitable contributions shall be made to one of the following:

American Lung Association
United Way
American Cancer Society
City of Hope

ARTICLE 47

USE OF AQMD
VEHICLES

Section 1. Use of available AQMD fleet vehicles shall be provided to groups of 4 or more employees who carpool for commute purposes to and from work. Vehicles shall be returned to the Automotive Services area each morning and shall become part of AQMD's vehicle fleet for the use and conduct of AQMD business by other employees. Employees are required to pay a monthly fee to cover the cost associated with utilizing/operating an AQMD vehicle. This monthly fee shall be computed by multiplying the mileage rate as established under Article 11, Section 4, by the total number of miles driven by the carpool, except that a different monthly fee, as determined by AQMD, may be charged for vans.

Section 2. Employees with a long-term vehicle assignment shall be authorized to use their assigned AQMD vehicle to attend training that meets AQMD requirements for tuition reimbursement. The use of AQMD vehicles would also be authorized for attendance at professional association meetings. However, in both instances, the use of one's personal vehicle must be impractical.

Section 3. Effective June 1, 1997, vehicle assignments will be made solely at management's discretion and no employee will be entitled by virtue of his or her classification to an assigned vehicle. Employees who have long-term vehicle assignments who subsequently have their long-term vehicle assignment ended by management within the term of this agreement will receive a one-time \$3,000 transition allowance. The allowance will be paid, at management's discretion, in a single payment or in 2 equal payments within a 60-day period. Those receiving the transition allowance may designate some or all of the amount to their deferred compensation accounts. The \$3,000 transition allowance provision is in effect only through June 30, 2005.

ARTICLE 48

TELECOMMUTING
SUBCOMMITTEE

Telecommuting Subcommittee. An ad hoc labor-management telecommuting subcommittee will be established to develop a telecommuting policy recommendation. The telecommuting subcommittee will consist of 1 member appointed by the Union from each bargaining unit, as well as 1 management representative and a representative from the Transportation Unit recommended by the Designated Deputy over Administrative and Human Resources and approved by the Executive Officer. Once developed, the policy recommendation will be brought to the full Labor-Management Committee for discussion, and a final recommendation will be provided to the Executive Council for consideration.

ARTICLE 49

RATIFICATION AND EXECUTION

Section 1. AQMD and the Union acknowledge that this MOU shall not be in full force and effect until ratified by the Union and adopted by the AQMD Board. Subject to the foregoing, this MOU is hereby executed by the authorized representatives of AQMD and the Union and entered into this 3rd day of September 2009.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

Barry R. Wallerstein, D.Env.
Executive Officer

Eudora Tharp
ADEO, Administrative & Human Resources

Mohsen Nazemi
DEO, Engineering & Compliance

Rick Pearce
Chief Financial Officer

Henry Hogo
ADEO, STA/Mobile Source

Ron Portnoy
Human Resources Manager

Jeanell Bradley
Human Resources Manager

TECHNICAL AND ENFORCEMENT AND OFFICE CLERICAL AND MAINTENANCE UNITS, TEAMSTERS LOCAL 911

Ray Whitmer, Secretary-Treasurer
Teamsters Local 911

Phill Hubbard, Chief Steward, T&E

Mike Gonzalez, Steward, T&E

Linda Jenkins, Steward, T&E

Katsumi Keeler, Steward, T&E

Martha Thomas, Steward, T&E

Martha Lucero, Chief Steward, OCM

Del Love, Steward, OCM

Norma Martinez, Steward, OCM

Patti Oleson, Steward, OCM

Pearla Wallace, Steward, OCM

APPENDIX A
TECHNICAL & ENFORCEMENT
EFFECTIVE JANUARY 2, 2006

<u>Title</u>	<u>Unit</u>	<u>Schedule</u>	<u>Approximate Annual 1st Step</u>	<u>Approximate Annual 5th Step</u>
AQ Inspector	T/E	37E	41,730	51,720
AQ Inspector I	T/E	39C	43,879	54,350
AQ Inspector II	T/E	47H	55,311	68,513
AQ Inspector III	T/E	50L	60,521	74,937
AQ Instrument Specialist I	T/E	44G	50,809	62,949
AQ Instrument Specialist II	T/E	47H	55,311	68,513
Asst. AQ Instrument Specialist	T/E	37E	41,730	51,720
Asst. Computer Operator	T/E	32C	36,191	44,841
Asst. Programmer	T/E	40H	45,650	56,550
Asst. Telecommunications Tech	T/E	37L	42,362	52,478
Audio Visual Specialist	T/E	43J	49,671	61,532
Computer Operations Supervisor	T/E	39L	44,714	55,412
Computer Operator	T/E	35H	39,808	49,317
Engineering Technician	T/E	45B	51,568	63,885
Graphic Arts Illustrator I	T/E	34J	38,796	48,078
Graphic Arts Illustrator II	T/E	38J	43,323	53,692
Info. Systems Training Specialist	T/E	46K	54,097	66,995
Info. Systems Training Supervisor	T/E	50E	59,636	73,874
Investigator	T/E	53D	64,593	79,995
Laboratory Technician	T/E	39E	44,082	54,628
Meteorologist Technician	T/E	50D	59,459	73,672
Office Systems Technician	T/E	42J	48,331	59,863
Paralegal	T/E	45B	51,568	63,885
Prin. AQ Instrument Specialist	T/E	54J	67,223	83,283
Programmer	T/E	47B	54,502	67,526
Programmer Analyst	T/E	53B	64,239	79,590
Section Chief	T/E	58B	73,621	91,198
Sr. AQ Instrument Specialist	T/E	50L	60,521	74,937
Sr. Paralegal	T/E	48B	56,019	69,398
Supv. AQ Inspector	T/E	54J	67,223	83,283
Supv. Investigator	T/E	55G	68,740	85,154
Telecommunications Maint Supv.	T/E	50L	60,521	74,937
Telecommunications Technician I	T/E	45D	51,821	64,188
Telecommunications Technician II	T/E	47H	55,311	68,513
Transportation Plan Reviewer	T/E	42F	48,002	59,459

APPENDIX B
OFFICE CLERICAL & MAINTENANCE
EFFECTIVE JULY 4, 2005

<u>Title</u>	<u>Unit</u>	<u>Schedule</u>	<u>Approximate Annual 1st Step</u>	<u>Approximate Annual 5th Step</u>
Accounting Technician	OCM	37E	40,493	50,187
AQ Data Translator	OCM	30E	33,425	41,401
Building/Maintenance Supervisor	OCM	45K	51,046	63,243
Contracts Assistant	OCM	33G	36,469	45,181
Data Technician	OCM	35F	38,432	47,610
Deputy Clerk	OCM	34C	37,082	45,942
Deputy Clerk/Transcriber	OCM	37H	40,788	50,531
District Storekeeper	OCM	36B	39,070	48,420
Facilities Services Specialist	OCM	37L	41,107	50,923
Facilities Services Supervisor	OCM	43J	48,199	59,709
Facilities Services Technician	OCM	41C	44,935	55,685
Fiscal Assistant	OCM	29J	32,812	40,641
Fleet Services Supervisor	OCM	38J	42,039	52,101
Fleet Services Worker I	OCM	28D	31,536	39,070
Fleet Services Worker II	OCM	33B	36,027	44,616
General Maintenance Helper	OCM	28J	31,904	39,536
General Maintenance Worker	OCM	43A	47,267	58,556
Graphic Arts Technician	OCM	32C	35,119	43,512
Info. Systems Technician	OCM	31D	34,235	42,408
Intermediate Stenographer	OCM	29H	32,714	40,542
Mail / Subscription Services Clerk	OCM	28D	31,536	39,070
Mail / Subscription Services Supv.	OCM	36A	38,996	48,297
Office Assistant	OCM	28D	31,536	39,070
Offset Press Operator	OCM	34J	37,647	46,653
Payroll Technician	OCM	34F	37,377	46,285
Prin. Office Assistant	OCM	39G	42,997	53,255
Print Shop Duplicator	OCM	29J	32,812	40,641
Print Shop Supervisor	OCM	40L	44,616	55,267
Purchasing Assistant	OCM	38K	42,138	52,200
Purchasing Supervisor	OCM	48B	54,359	67,342
Radio/Telephone Operator	OCM	28H	31,830	39,414
Secretary	OCM	33G	36,469	45,181
Sr. Deputy Clerk	OCM	41A	44,739	55,415
Sr. Fiscal Assistant	OCM	33G	36,469	45,181
Sr. Office Assistant	OCM	32C	35,119	43,512
Staff Assistant	OCM	34K	37,769	46,800

<u>Title</u>	<u>Unit</u>	<u>Schedule</u>	<u>Approximate Annual 1st Step</u>	<u>Approximate Annual 5th Step</u>
Stenographer	OCM	23D	27,511	34,063
Stock Clerk	OCM	28D	31,536	39,070
Supv. AQ Data Translator	OCM	37J	40,910	50,678
Supv. Office Assistant	OCM	36A	38,996	48,297
Supv. Radio/Telephone Operator	OCM	36A	38,996	48,297
Supv. Stenographer	OCM	35D	38,211	47,340
Technical Writer	OCM	43J	48,119	59,709

APPENDIX C
TECHNICAL & ENFORCEMENT
EFFECTIVE JULY 14, 2008

<u>Title</u>	<u>Unit</u>	<u>Schedule</u>	<u>Approximate Annual 1st Step</u>	<u>Approximate Annual 5th Step</u>
AQ Inspector	T/E	37E	\$46,535	\$57,674
AQ Inspector I	T/E	39C	\$48,932	\$60,608
AQ Inspector II	T/E	47H	\$61,680	\$76,402
AQ Inspector III	T/E	50L	\$67,489	\$83,566
AQ Instrument Specialist I	T/E	44G	\$56,660	\$70,196
AQ Instrument Specialist II	T/E	47H	\$61,680	\$76,402
Asst. AQ Instrument Specialist	T/E	37E	\$46,535	\$57,674
Asst. Computer Operator	T/E	32C	\$40,358	\$50,003
Asst. Programmer	T/E	40H	\$50,906	\$63,062
Asst. Telecommunications Tech	T/E	37L	\$47,240	\$58,520
Audio Visual Specialist	T/E	43J	\$55,390	\$68,618
Computer Operations Supervisor	T/E	39L	\$49,863	\$61,792
Computer Operator	T/E	35H	\$44,391	\$54,996
Engineering Technician	T/E	45B	\$57,506	\$71,241
Graphic Arts Illustrator I	T/E	34J	\$43,263	\$53,614
Graphic Arts Illustrator II	T/E	38J	\$48,312	\$59,875
Investigator	T/E	53D	\$72,030	\$89,206
Laboratory Technician	T/E	39E	\$49,158	\$60,918
Meteorologist Technician	T/E	50D	\$66,305	\$82,154
Paralegal	T/E	45B	\$57,506	\$71,241
Prin. AQ Instrument Specialist	T/E	54J	\$74,963	\$92,872
Programmer	T/E	47B	\$60,777	\$75,302
Programmer Analyst	T/E	53B	\$71,635	\$88,754
Sr. AQ Instrument Specialist	T/E	50L	\$67,489	\$83,566
Sr. Paralegal	T/E	48B	\$62,469	\$77,388
Supv. AQ Inspector	T/E	54J	\$74,963	\$92,872
Supv. Investigator	T/E	55G	\$76,655	\$94,959
Telecommunications Technician I	T/E	45D	\$57,788	\$71,579
Telecommunications Technician II	T/E	47H	\$61,680	\$76,402
Transportation Plan Reviewer	T/E	42F	\$53,529	\$66,305

APPENDIX D
OFFICE CLERICAL & MAINTENANCE
EFFECTIVE JULY 14, 2008

<u>Title</u>	<u>Unit</u>	<u>Schedule</u>	<u>Approximate Annual 1st Step</u>	<u>Approximate Annual 5th Step</u>
Accounting Technician	OCM	37E	\$44,463	\$55,106
AQ Data Translator	OCM	30E	\$36,702	\$45,459
Building Maintenance Supervisor	OCM	45K	\$56,050	\$69,442
Contracts Assistant	OCM	33G	\$40,043	\$49,610
Data Technician	OCM	35F	\$42,199	\$52,277
Deputy Clerk	OCM	34C	\$40,717	\$50,444
Deputy Clerk/Transcriber	OCM	37H	\$44,786	\$55,483
District Storekeeper	OCM	36B	\$42,900	\$53,166
Facilities Services Specialist	OCM	37L	\$45,136	\$55,915
Facilities Services Technician	OCM	41C	\$49,340	\$61,143
Fiscal Assistant	OCM	29J	\$36,028	\$44,625
Fleet Services Supervisor	OCM	38J	\$46,160	\$57,209
Fleet Services Worker I	OCM	28D	\$34,627	\$42,899
Fleet Services Worker II	OCM	33B	\$39,558	\$48,990
General Maintenance Helper	OCM	28J	\$35,031	\$43,412
General Maintenance Worker	OCM	43A	\$51,900	\$64,296
Mail / Subscription Services Clerk	OCM	28D	\$34,627	\$42,899
Mail / Subscription Services Supv.	OCM	36A	\$42,819	\$53,032
Office Assistant	OCM	28D	\$34,627	\$42,899
Offset Press Operator	OCM	34J	\$41,337	\$51,226
Payroll Technician	OCM	34F	\$41,040	\$50,823
Prin. Office Assistant	OCM	39G	\$47,211	\$58,475
Print Shop Duplicator	OCM	29J	\$36,028	\$44,625
Print Shop Supervisor	OCM	40L	\$48,990	\$60,685
Purchasing Assistant	OCM	38K	\$46,268	\$57,316
Purchasing Supervisor	OCM	48B	\$59,688	\$73,942
Radio Telephone Operator	OCM	28H	\$34,950	\$43,277
Secretary	OCM	33G	\$40,043	\$49,610
Sr. Deputy Clerk	OCM	41A	\$49,124	\$60,847
Sr. Fiscal Assistant	OCM	33G	\$40,043	\$49,610
Sr. Office Assistant	OCM	32C	\$38,561	\$47,777
Staff Assistant	OCM	34K	\$41,471	\$51,388
Stock Clerk	OCM	28D	\$34,627	\$42,899
Supv. Office Assistant	OCM	36A	\$42,819	\$53,032
Supv. Radio Telephone Operator	OCM	36A	\$42,819	\$53,032
Technical Writer	OCM	43J	\$52,924	\$65,562