

MEMORANDUM OF UNDERSTANDING

Between

Bay Area Air Quality Management District

And

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

July 1, 2025 to June 30, 2028

(Adopted May 15, 2002)

(Amended November 17, 2004, March 17, 2010, June 15, 2011, June 18, 2014, August 2, 2017, July 31, 2019, June 3, 2020, December 16, 2020, June 16, 2021, November 1, 2023, September 2, 2026)

Table of Contents

ARTICLE I PARTIES.....	6
SECTION 1.01 DESIGNATION	6
SECTION 1.02 NOTIFICATION.....	6
ARTICLE II RECOGNITION, COVERAGE, EXCLUSIVE REPRESENTATION AND ADMINISTRATIVE CODE REFERENCES	6
SECTION 2.01 RECOGNITION	6
SECTION 2.02 COVERAGE OF EMPLOYEES	7
SECTION 2.03 EXCLUSIVE REPRESENTATION BY THE ASSOCIATION.....	7
SECTION 2.04 NEW EMPLOYEE ORIENTATION	7
SECTION 2.05 EMPLOYEE INFORMATION	7
SECTION 2.06 DUES DEDUCTIONS.....	8
SECTION 2.07 INDEMNIFICATION.....	8
SECTION 2.08 ADMINISTRATIVE CODE REFERENCES.....	9
ARTICLE III RIGHTS AND OBLIGATIONS.....	9
SECTION 3.01 EQUAL EMPLOYMENT OPPORTUNITY	9
SECTION 3.02 EMPLOYEE RIGHTS.....	9
SECTION 3.03 PHYSICAL EXAMINATION.....	10
SECTION 3.04 SEXUAL HARASSMENT AND OTHER UNACCEPTABLE CONDUCT	10
SECTION 3.05 EMPLOYEES' TIME OFF TO VOTE	10
SECTION 3.06 DRUG-FREE WORKPLACE	10
SECTION 3.07 SAFETY.....	10
SECTION 3.08 WORKPLACE VIOLENCE.....	11
SECTION 3.09 SMOKE AND TOBACCOFREE WORK SITE.....	11
SECTION 3.10 ASSOCIATION RIGHTS.....	11
SECTION 3.11 MANAGEMENT RIGHTS	11
SECTION 3.12 SURVEILLANCE CAMERAS, TECHNOLOGY AND MONITORING.....	12
ARTICLE IV GRIEVANCE PROCEDURE	13
SECTION 4.01 DEFINITION OF A GRIEVANCE	13
SECTION 4.02 ASSOCIATION AS THE GRIEVANT.....	13
SECTION 4.03 TIME LIMITS.....	13
SECTION 4.04 REPRESENTATION.....	14
SECTION 4.05 PROCEDURE	14
SECTION 4.06 DISCIPLINARY DISPUTES	15
SECTION 4.07 MOU DISPUTES.....	15
SECTION 4.08 REQUEST FOR ARBITRATION.....	15
SECTION 4.09 SELECTION OF AN ARBITRATOR.....	15
SECTION 4.10 DECISION OF THE ARBITRATOR.....	16
SECTION 4.11 FEES AND EXPENSES	16
SECTION 4.12 LIMITATIONS ON ARBITRATOR'S AUTHORITY AND JURISDICTION	16
ARTICLE V DISCIPLINARY PROCEDURE.....	16
SECTION 5.01 PROGRESSIVE DISCIPLINE	16
SECTION 5.02 GROUNDS FOR DISCIPLINE.....	17
SECTION 5.03 VERBAL COUNSELING AND WRITTEN REPRIMAND	17

SECTION 5.04	ONE-DAY SUSPENSION	19
SECTION 5.05	EXTENDED SUSPENSION	19
SECTION 5.06	DISMISSAL.....	20
SECTION 5.07	ADMINISTRATIVE LEAVE WITH PAY	21
ARTICLE VI	CLASSIFICATION STUDIES.....	22
ARTICLE VII	SALARIES	23
SECTION 7.01	SALARIES.....	23
SECTION 7.02	SALARY STEPS	24
SECTION 7.03	STEP INCREASES.....	25
SECTION 7.04	DETERMINATION OF SALARY RATES	25
SECTION 7.05	Y-RATING	26
SECTION 7.06	DIFFERENTIAL PAY.....	26
SECTION 7.07	SHIFT DIFFERENTIAL PAY	26
SECTION 7.08	STANDBY DUTY/CALL BACK	27
SECTION 7.09	SALARY DEDUCTIONS	28
SECTION 7.10	PAY PERIOD AND PAYDAY	28
SECTION 7.11	FINAL PAYMENTS	28
SECTION 7.12	SALARY ADVANCES	29
SECTION 7.13	ACTING AND TEMPORARY ASSIGNMENTS	29
SECTION 7.14	SPECIAL PAY AND ALLOWANCES	32
SECTION 7.15	OVERPAYMENT.....	32
ARTICLE VIII	EMPLOYMENT AND MERIT INCREASES	33
SECTION 8.01	POLICY	33
SECTION 8.02	DEFINITIONS.....	33
SECTION 8.03	ANNIVERSARY DATE	33
SECTION 8.04	PERFORMANCE EVALUATION	34
SECTION 8.05	PROBATIONARY PERIOD	34
SECTION 8.06	NON-COMPETITIVE IN-SERIES I/II AND ASSOCIATE/I/II ADVANCEMENT.....	35
ARTICLE IX	HOURS OF WORK	38
SECTION 9.01	HOURS OF WORK.....	38
SECTION 9.02	MEAL PERIOD AND REST PERIOD	40
SECTION 9.03	ATTENDANCE.....	40
SECTION 9.04	OVERTIME	41
ARTICLE X	REDUCTION IN FORCE	44
SECTION 10.01	PROCEDURE / BUMPING, LAY-OFF AND RECALL	44
ARTICLE XI	FRINGE BENEFITS.....	48
SECTION 11.01	HEALTH INSURANCE.....	48
SECTION 11.02	DENTAL INSURANCE.....	48
SECTION 11.03	VISION CARE.....	49
SECTION 11.04	LIFE INSURANCE	49
SECTION 11.05	LONG TERM DISABILITY INSURANCE	49
SECTION 11.06	VISION CARE, AND HEALTH, DENTAL AND LIFE INSURANCE COVERAGE AFTER RETIREMENT	49
SECTION 11.07	PREMIUM REQUIREMENTS	51

SECTION 11.08	STATE DISABILITY INSURANCE/FAMILY TEMPORARY DISABILITY INSURANCE/PAID FAMILY LEAVE.....	52
SECTION 11.09	WORKERS' COMPENSATION.....	52
SECTION 11.10	PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS).....	53
SECTION 11.11	CREDIT UNION	54
SECTION 11.12	EMPLOYEE ASSISTANCE PROGRAM	54
SECTION 11.13	TRANSIT SUBSIDY	54
SECTION 11.14	DEFERRED COMPENSATION.....	56
SECTION 11.15	EDUCATIONAL AND SKILLS ENHANCEMENT REIMBURSEMENT PROGRAMS	56
SECTION 11.16	DEPENDENT CARE ASSISTANCE PLAN	58
SECTION 11.17	SOCIAL SECURITY REPLACEMENT BENEFITS	58
SECTION 11.18	HEALTH CARE SPENDING ACCOUNT	59
SECTION 11.19	GUARANTEED RIDE HOME	59
ARTICLE XII	LEAVE AND HOLIDAYS	59
SECTION 12.01	ANNUAL LEAVE.....	59
SECTION 12.02	SICK LEAVE.....	61
SECTION 12.03	BEREAVEMENT LEAVE	62
SECTION 12.04	MILITARY LEAVE	63
SECTION 12.05	JURY DUTY.....	63
SECTION 12.06	SUBPOENA AS A WITNESS	63
SECTION 12.07	HOLIDAYS	63
SECTION 12.08	BENEVOLENT LEAVE FUND	64
SECTION 12.09	TEMPORARY DISABILITY LEAVE.....	66
SECTION 12.10	FAMILY CARE LEAVE.....	66
SECTION 12.11	PREGNANCY DISABILITY LEAVE.....	67
SECTION 12.12	LEAVE ACCRUAL - RETURNING FROM UNPAID LEAVE.....	67
SECTION 12.13	LEAVE WITHOUT PAY	67
SECTION 12.14	LEAVE OF ABSENCE	68
ARTICLE XIII	ASSOCIATION ACTIVITIES	69
SECTION 13.01	COMMUNICATING WITH EMPLOYEES.....	69
SECTION 13.02	USE OF DISTRICT FACILITIES.....	69
SECTION 13.03	ASSOCIATION REPRESENTATIVES AT BOARD OF DIRECTOR MEETINGS	70
SECTION 13.04	ASSOCIATION REPRESENTATIVES	70
ARTICLE XIV	AVAILABILITY OF DISTRICT DOCUMENTS	71
SECTION 14.01	ADMINISTRATIVE CODE	71
SECTION 14.02	HEALTH INSURANCE PLANS.....	71
SECTION 14.03	PERSONNEL FILES	71
ARTICLE XV	PERSONNEL TRANSACTIONS AND RECORDS.....	72
SECTION 15.01	HIRING AND INITIAL ORIENTATION	72
SECTION 15.02	PERSONNEL AND MEDICAL FILES	72
SECTION 15.03	EMPLOYMENT RECORD VERIFICATION	72
SECTION 15.04	CLASSIFICATION SYSTEM.....	72
SECTION 15.05	REQUESTS FOR NEW EMPLOYEES	72
SECTION 15.06	PERSONNEL ACTION FORMS.....	72

ARTICLE XVI	METHOD OF FILLING VACANCIES.....	72
SECTION 16.01	PROCEDURES.....	72
SECTION 16.02	CONTRACTING OUT	80
SECTION 16.03	INTERN AND FELLOWS PROGRAM	81
SECTION 16.04	GENERAL LIMITED-TERM CONTRACT EMPLOYEES	84
SECTION 16.05	PERMITTING BACKLOG REDUCTION LTCES	85
SECTION 16.06	EMPLOYEE APPRECIATION, RECOGNITION AND RETENTION PROGRAM	87
ARTICLE XVII	MEMORANDUM OF UNDERSTANDING	88
SECTION 17.01	ENTIRE AGREEMENT	88
SECTION 17.02	REOPENERS REGARDING 2023 ADMINISTRATIVE CODE REFERENCES AND CONTINUED POST-IMPLEMENTATION DISCUSSIONS REGARDING THE NEW ADMINISTRATIVE CODE AND PERSONNEL POLICIES & OTHER MUTUAL OBLIGATIONS	88
SECTION 17.03	SEVERABILITY	89
SECTION 17.04	INTERIM BARGAINING.....	89
ARTICLE XVIII	INTERIM ADJUSTMENTS.....	89
ARTICLE XIX	SAVINGS PROVISION	89
ARTICLE XX	TERM OF AGREEMENT	90

PARTIES

SECTION 1.01

DESIGNATION

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

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

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

SECTION 1.02

NOTIFICATION

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

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

for the Association
(personal service)
President (or Designee)

(U.S. Mail)
President (or Designee)

BAAQMD Employees' Association, Inc.
375 Beale Street Suite 600
San Francisco, CA 94105

BAAQMD Employees' Association, Inc
P.O. Box 420434
San Francisco, CA 94109

ARTICLE II

RECOGNITION, COVERAGE, EXCLUSIVE REPRESENTATION AND ADMINISTRATIVE CODE REFERENCES

SECTION 2.01

RECOGNITION

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

SECTION 2.02

COVERAGE OF EMPLOYEES

The classifications within each unit are listed in Appendix A. For the purpose of this Memorandum of Understanding (MOU), the classification system which is adopted by the Board of Directors and maintained by Human Resources Division (HRD) is the source for determination of unit representation. Appendix A may periodically be amended as needed and appropriate in accordance with Article VI of this MOU or the MMBA meet and confer processes with the Association (e.g., new classifications) in order to maintain appropriate classification of Air District employees.

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

SECTION 2.03

EXCLUSIVE REPRESENTATION BY THE ASSOCIATION

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

SECTION 2.04

NEW EMPLOYEE ORIENTATION

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

SECTION 2.05

EMPLOYEE INFORMATION

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

1. each bargaining unit employee's name;
2. job title;
3. classification;
4. work location;
5. work phone numbers;

6. work email address;
7. home and personal cellular telephone contact numbers on file with the Air District*;
8. personal email addresses on file with the Air District*;
9. home address on file with the Air District*; and
10. the amounts deducted pursuant to Section 2.06, including the accumulated total annual amount deducted per employee.

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

SECTION 2.06 DUES DEDUCTIONS

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

1. Authorization:

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

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

2. Amount of Dues:

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

SECTION 2.07 INDEMNIFICATION

The Association will defend, indemnify, and hold harmless the Air District from any loss, liability, or cause of action arising out of the operation of this Article, except the intentional failure of the Air District to transmit monies deducted from employees to the Association pursuant to this Article. The indemnity obligation is more fully set forth as

follows. Upon commencement of any such legal action, the Air District shall have the right to decide and determine whether any claim, liability, suit or judgment made or brought against the Air District because of such action shall or shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of the Air District shall not diminish the Association's indemnification obligations under this agreement.

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

SECTION 2.08 ADMINISTRATIVE CODE REFERENCES

References within this MOU to the Administrative Code refer to the Administrative Code as it previously existed as of July 1, 2023. Those references remain in effect until the conclusion of the reopener on that particular subsection as identified in Article XVII, Subsection 2, at which time the references become inoperable.

ARTICLE III RIGHTS AND OBLIGATIONS

SECTION 3.01 EQUAL EMPLOYMENT OPPORTUNITY

It is the Air District's policy to provide equal employment opportunities for all persons to be recruited, employed, placed, selected for training, trained, evaluated, promoted, demoted, laid off, terminated, compensated, assigned work and otherwise treated without regard to race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), parental status, national origin, age, disability, genetic information (including family medical history), political affiliation, military service, or other protected characteristics. This Section is not subject to the Grievance Procedure of this MOU.

SECTION 3.02 EMPLOYEE RIGHTS

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

2. The scope of representation by the Association shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order. This subsection parallels Section 3504 of the Meyers-Milias-Brown Act (MMBA) and will automatically be amended to reflect any amendment to or replacement of said statutory section on the effective date of any such change.
3. The Air District and the Association shall not interfere with, intimidate, restrain, coerce, retaliate, or discriminate against employees because of their exercise of these rights.
4. The Air District will meet and confer with the Association consistent with the MMBA and the terms of this MOU.

SECTION 3.03 PHYSICAL EXAMINATION

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

SECTION 3.04 SEXUAL HARASSMENT AND OTHER UNACCEPTABLE CONDUCT

Division III, Section 3.6 of the Air District's 2023 Administrative Code is incorporated herein, and made a part hereof by this reference. This section is excluded from the grievance procedure.

SECTION 3.05 EMPLOYEES' TIME OFF TO VOTE

Division III, Section 3.7 of the Air District's 2023 Administrative Code is incorporated herein, and made a part hereof by this reference.

SECTION 3.06 DRUG-FREE WORKPLACE

Division III, Section 3.8 of the Air District's 2023 Administrative Code is incorporated herein, and made a part hereof by this reference.

SECTION 3.07 SAFETY

Division III, Section 3.9 of the Air District's 2023 Administrative Code is incorporated herein, and made a part hereof by this reference.

SECTION 3.08 WORKPLACE VIOLENCE

Division III, Section 3.10 of the Air District's 2023 Administrative Code is incorporated herein, and made a part hereof by this reference.

SECTION 3.09 SMOKE AND TOBACCOFREE WORK SITE

Division III, Section 3.11 of the Air District's 2023 Administrative Code is incorporated herein, and made a part hereof by this reference.

SECTION 3.10 ASSOCIATION RIGHTS

Nothing contained in this MOU shall be interpreted or construed in any way that prohibits or restricts the Association of its rights granted by law and accordingly the Association retains all rights guaranteed to employee organizations under the MMBA (Government Code Sections 3500 and following), the Public Records Act (Government Code Sections 6250 and following) and all other applicable provisions of law.

SECTION 3.11 MANAGEMENT RIGHTS

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

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

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

The provisions of this Article do not absolve the Air District, if required by the MMBA or explicit terms of this MOU, from an obligation to meet and confer with the Association in advance of taking any action changing, modifying, or affecting employee wages, hours or working conditions.

This Section is not subject to the Grievance Procedure.

SECTION 3.12 SURVEILLANCE CAMERAS, TECHNOLOGY AND MONITORING

1. The Air District shall not use surveillance cameras/technology and related equipment (e.g., electronic access control system, proximity identification cards) to monitor the activities of bargaining unit employees.
2. Information obtained through the security use of surveillance cameras, GPS, Telematics, Fastrak records and related equipment (e.g., electronic access control system, proximity identification cards) shall not serve as the basis for disciplinary action except as provided below.

The Grievant, Air District, Association, and Arbitrator may review and refer to records from such technology to resolve factual disputes that may arise in the course of the processing of a grievance that has been filed pursuant to a disciplinary action.

The Air District, upon request of the Grievant, shall provide copies of the records within five (5) working days.

Further, absent an independent reason to believe that a violation of the law or Air District policies, procedures, rules or this MOU has occurred, the Air District shall not review records from such technology for the purpose of investigating and/or evaluating employee conduct at work. This provision, however, does not prohibit the Air District from disciplining employees based on information discovered during the Air District's routine review of such technology, provided such review is not for the purpose of monitoring, investigating or evaluating employee conduct. This provision also does not prohibit the Air District from reviewing such technology if the review was prompted independent of the use of such technology as described above (e.g., witness report of a violation of law or Air District policy, etc.).

ARTICLE IV

GRIEVANCE PROCEDURE

SECTION 4.01 DEFINITION OF A GRIEVANCE

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

SECTION 4.02 ASSOCIATION AS THE GRIEVANT

The Association may be the grievant.

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

SECTION 4.03 TIME LIMITS

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

5. In an effort to resolve potential violations of the MOU at the lowest level possible, the EA is encouraged to notify the Air District in writing of any potential violation so that the Air District may do an informal review/investigation. This notice will serve to extend the grievance deadline until the Air District responds to the EA in writing, informing the EA if the Air District is reviewing/investigating the possible violation. If the Air District initiates this review/investigation, it will provide the EA with a brief description of the nature of the review/investigation. The Air District will provide periodic updates to the EA regarding the status of the investigation, including anticipated timelines for completion. The EA's time to file a grievance will be tolled during the pendency of the review/investigation. Once the Air District notifies the EA in writing that it does not intend to review/investigate or the review/investigation is complete, the EA has fifteen (15) working days to file the grievance if the issue is not resolved to their satisfaction.

SECTION 4.04 REPRESENTATION

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

SECTION 4.05 PROCEDURE

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

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

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

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

Step 3A: Request for Mediation

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

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

SECTION 4.06 DISCIPLINARY DISPUTES

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

SECTION 4.07 MOU DISPUTES

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

SECTION 4.08 REQUEST FOR ARBITRATION

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

SECTION 4.09 SELECTION OF AN ARBITRATOR

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

SECTION 4.10 DECISION OF THE ARBITRATOR

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

SECTION 4.11 FEES AND EXPENSES

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

SECTION 4.12 LIMITATIONS ON ARBITRATOR'S AUTHORITY AND JURISDICTION

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

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

ARTICLE V **DISCIPLINARY PROCEDURE**

SECTION 5.01 PROGRESSIVE DISCIPLINE

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

The administration of discipline by Air District Management is intended to be corrective rather than punitive, and discipline will normally be imposed in progressive steps. The progressive steps in the imposition of discipline will normally include: (a) informal Verbal

Counseling, (b) formal Written Reprimand, (c) One-Day Suspension, (d) Extended Suspension and (e) Dismissal.

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

SECTION 5.02 GROUNDS FOR DISCIPLINE

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

1. Fraud in securing employment or promotion.
2. Incompetence.
3. Inefficiency.
4. Inexcusable neglect of duty.
5. Insubordination.
6. Failure to follow District policy.
7. Dishonesty.
8. Being under the influence of alcohol or illicit drugs while on duty.
9. Unexcused absence or a pattern of repeated tardiness without prior approval.
10. Conviction of a felony or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of the employee's position. A plea of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this Section.
11. Discourteous treatment of the public, other employees, Interns, Fellows, or contract or temporary employees.
12. Political activity prohibited by state or federal law.
13. Engaging in harassment of or discrimination towards another employee, Intern, Fellow, or contract or temporary employee. or member of the public.
14. Refusal to take and sign any oath or affirmation which is a federal, state or Air District requirement.
15. Any failure of good behavior during duty hours which is of such nature that it causes discredit to the Air District or the employee's employment.
16. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the employee's position specification as a condition of employment.

SECTION 5.03 VERBAL COUNSELING AND WRITTEN REPRIMAND

1. The initial step in the imposition of discipline is normally a Verbal Counseling. When delivering the Verbal Counseling, the supervisor shall identify the action(s)

which the employee should take to correct the basis for the Verbal Counseling. A Verbal Counseling is an informal disciplinary measure and is not entered in the employee's personnel record unless discipline progresses to a Written Reprimand or beyond.

2. If, after receiving a Verbal Counseling, an employee continues to perform their work in an unsatisfactory manner, to engage in the same violation of an Air District work instruction, policy or procedure, or to manifest the unacceptable behavior or conduct for which the employee received the Verbal Counseling, the employee's immediate supervisor may either: (i) repeat the Verbal Counseling and again identify the action(s) which the employee should take to correct the basis for the reprimand; or (ii) move to the next step of progressive discipline and request the next level supervisor to issue a formal Written Reprimand.
3. A Written Reprimand shall document all previously delivered Verbal Counseling and any previous unsealed discipline, shall state the basis for such Verbal Counseling(s) and/or other unsealed discipline and shall specify the action(s) which the employee should take to correct the basis for the formal Written Reprimand and the possible consequences of a failure by the employee to take such corrective action. A Written Reprimand is a formal disciplinary measure and is entered into the employee's personnel record.
 - A. If, after receiving a formal Written Reprimand, an employee continues to perform their work in an unsatisfactory manner, to engage in the violation of an Air District work instruction, policy or procedure, or to manifest the unacceptable behavior or conduct for which the employee received the Written Reprimand(s), the employee's supervisor may either: (i) repeat the formal Written Reprimand and again identify the action(s) which the employee should take to correct the basis for the reprimand; or (ii) move to the next step of progressive discipline and request the Division Director to issue a One-Day Suspension without pay.
 - B. An employee may appeal a Written Reprimand through the grievance procedure at Step 3. The decision of the EO shall be final. An employee has the right to respond to a Written Reprimand in writing and to have that response attached to the Reprimand in their personnel file.
 - C. If an employee does not receive any discipline more severe than a Verbal Counseling for a period of 18 months then all previous Written Reprimands and Verbal Counselings will be sealed. However, for just cause, the Air District may open the employee's sealed Written Reprimand and/or Verbal Counseling file and use any of the contents contained therein on an as-needed basis. If the sealed Written Reprimand and/or Verbal Counseling file is opened, the employee shall be notified in writing within five (5) working days. The

notification shall include the reason for such action.

4. Notwithstanding paragraphs one (1)-three (3) of this section, the Air District has the right to impose more serious discipline or to escalate disciplinary action without satisfying each of the typical progressive discipline steps.

SECTION 5.04 ONE-DAY SUSPENSION

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

SECTION 5.05 EXTENDED SUSPENSION

1. If, for good cause shown or after being issued a One Day Suspension without pay, an employee continues to perform their work in an unsatisfactory manner, persists in engaging in the violation of an Air District work instruction, policy or procedure, or continues to manifest the unacceptable behavior or conduct for which the employee was issued a One Day Suspension without pay, the EO or designee may suspend the employee from work without pay for a period of up to two (2) weeks. Prior to placing an employee on an Extended Suspension without pay, the EO or designee shall cause to be served on the employee a written Notice of Proposed Disciplinary Action, which shall contain the following information: (i) a statement of the action which is proposed to be taken, (ii) a statement of the factual basis for this proposed disciplinary action, (iii) a specific reference to any Air District work instruction, policy or procedure which the employee is alleged to have violated, (iv) a specification of the action(s) which the employee should take to correct the basis for this disciplinary action and the possible consequences of a failure by the employee to take such corrective action, (v) a statement that the employee may review and request copies of materials upon which the proposed disciplinary action is based, and (vi) a statement that the employee will be given an opportunity to address the charges supporting this disciplinary action with the EO or designee prior to the suspension becoming effective.
2. An employee who is to be placed on an Extended Suspension from work without pay will be given an opportunity to address the charges supporting this

disciplinary action with the EO or designee prior to the Extended Suspension becoming effective. This meeting with the EO or designee should take place as soon as possible, and in no event more than five (5) working days after the recommendation for Extended Suspension from work without pay has been provided to the employee. The employee may bring a representative of the Association and/or a private personal representative to the meeting with the EO or designee. Within five (5) working days after meeting with the employee and the Division Director recommending the Extended Suspension, the EO or designee shall prepare a written decision regarding the recommended suspension. If, after considering the Division Director's recommendation and the information presented by the employee at the meeting, the EO or designee determines to impose an Extended Suspension from work without pay, the Extended Suspension shall begin on the day after the EO's or designee's written decision is served on the employee, when possible, but in no case before the day after the written decision has been served on the employee, and all written documentation pertaining to the Extended Suspension will be entered in the employee's personnel record.

3. Employees who are placed on Extended Suspension without pay will not accrue sick or annual leave during the period of such suspension.
4. Notwithstanding the progressive discipline policy outlined in Sections 5.01 through 5.04 above, the EO or designee may place an employee guilty of serious misconduct on Extended Suspension without pay. In such case, the EO or designee shall follow the procedure set forth in 2 above.
5. The EO's designee will not be an Air District employee who issued or effectuated a prior disciplinary step to the disciplinary step being considered.

SECTION 5.06 DISMISSAL

1. If, for good cause shown or after being put on Extended Suspension from work without pay, an employee continues to perform their work in an unsatisfactory manner, persists in engaging in the violation of an Air District work instruction, policy or procedure, or continues to manifest the unacceptable conduct or behavior for which the employee was placed on an extended suspension from work without pay, the EO or designee may dismiss the employee from employment with the Air District. Prior to the dismissal of an employee from employment with the Air District, the EO or designee shall cause to be served on the employee a written Notice of Proposed Disciplinary Action, which shall contain the following information: (i) a statement of the action which is proposed to be taken, (ii) a statement of the factual basis for this proposed disciplinary action, (iii) a specific reference to any Air District work instruction, policy or procedure which the employee is alleged to have violated, (iv) a statement that the employee may review and request copies of materials upon which the proposed disciplinary

action is based, and (v) a statement that the employee will be given an opportunity to address the charges supporting this disciplinary action with the EO or designee prior to the dismissal becoming effective.

2. An employee who is to be dismissed from employment with the Air District will be given an opportunity to address the charges supporting this disciplinary action with the EO or designee prior to the dismissal becoming effective. In such event, the employee's Division Director will inform the employee of the Director's recommendation that the employee be dismissed from employment. This meeting should take place as soon as possible, and in no event more than ten (10) working days after the recommendation for dismissal. The employee may bring a representative of the Association and/or a private personal representative to the meeting with the EO or designee. Within five (5) working days after meeting with the employee and the Division Director recommending the dismissal, the EO or designee shall prepare a written decision regarding the recommended dismissal. If, after considering the Division Director's recommendation and the information presented by the employee at the meeting, the EO or designee determines to dismiss the employee from employment with the Air District, the dismissal shall be effective on the day on which the EO's or designee written decision is mailed to the employee. An employee may be placed on administrative leave with pay when they are informed of the EO's or designee's recommendation that they be dismissed from employment. In that event, they shall remain on administrative leave with pay until such time as they are either directed to return to work or until the date the EO's or designee written decision is mailed to the employee.
3. After the EO or designee takes action on a proposed dismissal of an employee, the Notice of Proposed Disciplinary Action and all related written documentation will be entered into the employee's personnel record.
4. The EO's designee will not be an Air District employee who issued or effectuated a prior disciplinary step to the disciplinary step being considered.

SECTION 5.07 ADMINISTRATIVE LEAVE WITH PAY

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

Pursuant to Section 3.1 l(d), the Air District has the right to relieve employees from duty for legitimate reasons. Accordingly, the Air District may place employees on paid administrative leave during the course of an investigation that may lead to disciplinary action provided, however, that the period of administrative leave in any given instance

shall not exceed the time reasonably necessary to conclude the investigation.

The Air District reserves the right to direct employees not to enter and/or access Air District facilities and to direct them and to schedule them to attend meetings related to investigations and notice employees regarding the discipline process in accordance with the MOU. Further, Air District managers may approve a request from an employee who is placed on administrative leave with pay to use other types of paid leave and unpaid leave in lieu of administrative leave with pay. In the event the employee's manager approves such a request, then the employee would be subject to the conditions that normally apply to the approved leave. Leave requests that were approved prior to an employee being placed on administrative leave will be honored unless doing so unduly impedes the investigation and/or disciplinary process. Any and all leaves cancelled by the Air District causing a monetary loss to the employee shall be reimbursed by the Air District to the full amount. The employee shall submit to the Air District verification of the monetary loss and the Air District shall fully reimburse the employee within ten (10) working days of the receipt of such verification.

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

ARTICLE VI CLASSIFICATION STUDIES

1. Up to six (6) classification series may be reviewed in each of the remaining years of the current MOU. The EA and the Air District may each select up to three (3) classification series.
2. Bargaining unit positions in selected classification series will be audited to determine whether the positions are correctly classified.
3. Classification specifications, if any, will be thoroughly reviewed to determine whether they need to be updated to reflect changes to the work being performed in the bargaining unit positions assigned to those classifications, including the knowledge, skills and abilities, examples of duties, and qualifications required to perform the work.
4. Review of classifications may include a compensation analysis to determine if adjustment to the rate of pay for a classification is warranted based on external comparators and/or internal equity considerations.
5. For the purposes of this subsection, no bargaining unit employee will be subject to a reduction in force, demoted, y-rated, or suffer a reduction in salary or benefits based on the results of an audit of his/her position, a review of the classification specification, assigned to their position, or a compensation analysis.

6. In the event that a compensation analysis/survey is conducted and indicates that an adjustment to pay rates is warranted, the DHR shall prepare a report for consideration by the Board of Directors as part of the annual budget preparation process.
7. All position audits, classification specification reviews, and compensation analyses conducted pursuant to this Article shall be performed internally or by an external consulting firm. The Association may designate a representative to participate in the evaluation panel to review bids, proposals, or qualifications for the recommended selection of the consulting firm.
8. The cost of any work performed by an external consulting firm pursuant to #7 shall be borne equally by the Air District and the Association, except that the Association's costs for such work shall not exceed \$25,000 per year.
9. However, neither party is required to designate classes in any year.
10. Except as provided in paragraph 11 below, and aside from mutual agreement in the form of a side letter, existing represented classifications shall remain in full force and effect without modification for the term of this MOU.
11. In the limited case of when the Air District completes a comprehensive classification study with an external consulting firm selected via the process in VI.7 above, resulting classification changes will all be made in accordance with the MMBA.

ARTICLE VII

SALARIES

SECTION 7.01 SALARIES

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

Effective the first pay period after ratification and approval, wages/salaries of all bargaining unit employees, subject to subsection 7.05, shall be increased by three percent (3%).

Also effective the first pay period after ratification and approval, the Air District will provide the equivalent of three percent (3%) of wages/salaries for twelve (12) pay periods (twenty-four [24] weeks), paid in a one-time, non-pensionable lump sum payment within four (4) pay periods (eight [8] weeks) after ratification and approval.

Also effective the first pay period after ratification and approval, the Air District will provide the equivalent of two percent (2%) of wages/salaries, calculated before the above referenced three percent (3%) General Wage Increase (GWI) above is applied, for twelve (12) pay periods (twenty-four [24] weeks) paid in a one-time, non-pensionable lump sum payment within four (4) pay periods (eight [8] weeks) after ratification and approval.

Effective July 1, 2026, wages/salaries of bargaining unit employees, subject to subsection 7.05, shall be increased by 2% plus one-half (1/2) of any change to the Consumer Price Index for Urban Wage Earners and Clerical Workers for San Francisco-Oakland-Hayward (CPI-W) for the preceding calendar year, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, over the wages/salaries in effect after the three percent (3%) GWI is applied, which equates to one point fifteen percent (1.15%) for a total of three point fifteen percent (3.15%) GWI. This GWI will commence the first pay period after ratification and approval and the Air District will pay retroactivity to July 1, 2026 within six (6) pay periods (twelve [12] weeks) after ratification and approval.

Effective the pay period that includes July 1, 2027, wages/salaries of bargaining unit employees, subject to subsection 7.05, shall be increased by 2% plus one-half (1/2) of any change to the Consumer Price Index for Urban Wage Earners and Clerical Workers for San Francisco-Oakland-Hayward (CPI-W) for the preceding calendar year, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, over the wages/salaries in effect on June 30, 2027 up to a maximum of four percent (4%) GWI.

SECTION 7.02 SALARY STEPS

1. There are five (5) steps within the salary range for each classification, with a five percent (5%) increment between the steps. The time between Entrance Step A and Step B is six (6) months of satisfactory service in Step A. The time between Step B and Step C is six (6) months of satisfactory service in Step B. The time between Step C and Step D is one (1) year of satisfactory service in Step C, and the time between Step D and Step E is one (1) year of satisfactory service in Step D.
2. Unless special conditions warrant otherwise, an employee promoted to a higher classification will receive the minimum salary for the higher classification nearest a five percent (5%) increase (not less than four point nine percent [4.9%]) above the employee's former classification, whichever is higher, provided the increase is within the range of the higher classification. If a promotion is awarded within thirty (30) days of a scheduled step increase, the step increase and promotional increase will both be effective at the time of the change. Hiring at a higher salary step will require justification from the Hiring Manager and approval of the EO.
3. If a vacant position is reclassified, a competitive recruitment will occur. If a currently filled position is reclassified to a position having a higher salary range, the salary placement of the employee will be in accordance with subsection 2 above.
4. If a position is reclassified to a position having a lower salary range, the incumbent will be Y-rated according to the provision section 7.05.

5. If an employee is transferred, the employee will remain in the same step of the salary range effective prior to the transfer.
6. Any employee who has passed through their initial probationary period with the Air District and who is promoted or transfers to another position in the Air District shall not be subject to any “up or out” probation. Such an employee may be terminated for cause. However, if an employee is promoted prior to the completion of their initial probation period, the employee must successfully complete the full probationary period designated for the higher classification before attaining regular status.
7. If an employee is demoted for disciplinary reasons to a position having a lower salary range, the employee will be placed in the new range at the step held prior to the demotion.
8. If an employee is demoted because of lack of funds, the employee will be placed in the salary step in the new range that reflects the least decrease in salary. If an employee promoted to a higher class fails to pass a promotional probationary period, the employee will be returned to a position in the formerly held classification and will revert back to the step in the salary range they occupied in the former position effective prior to promotion. Step increases will be awarded on the schedule appropriate to the prior position.

SECTION 7.03 STEP INCREASES

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

SECTION 7.04 DETERMINATION OF SALARY RATES

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

the time of separation. If a former regular employee is re-hired as a limited-term employee for a classification other than that held at the time of separation, the former regular employee will be paid the same step of the salary range for the classification at the time of separation providing that the salary range of the classification in which the person is employed is equal to or less than the salary range of the classification held at the time of separation. If the salary range for the classification in which the former regular employee is employed is higher than the salary range of the classification held at the time of separation, the former regular employee will be placed at the step of the salary range of the classification based on the needs of the Air District pursuant to 7.04.1 above.

SECTION 7.05 Y-RATING

Y-Rating refers to a classification or position which has been reclassified to a classification having a lower salary range. The incumbent will retain their present salary until the appropriate step in the reclassified classification is equal to or greater than the incumbent's current salary. A Y-Rating status must be approved by the EO and the Board of Directors. Those incumbents Y-Rated as part of this MOU will not receive GWI increases until after the appropriate step in the reclassified classification is equal to or greater than the incumbent's salary. However, while Y-Rated, they will receive, if eligible, non-pensionable, lump sum payments equivalent to the negotiated GWI increases identified in 7.0 as follows:

1. 3% equivalent for the same duration (i.e., twelve [12] pay periods) and payable within four (4) pay periods (eight [8] weeks) after ratification and approval;
2. 3.15% GWI equivalent for twelve (12) months with retroactivity to July 1, 2026, payable within six (6) pay periods (twelve [12] weeks) after ratification and approval; and
3. Up to 4.0% equivalent with one half payable in the first pay period in July 2027 and one-half payable the first pay period in January 2028.

SECTION 7.06 DIFFERENTIAL PAY

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

SECTION 7.07 SHIFT DIFFERENTIAL PAY

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

1. STANDBY DUTY

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

2. CALL BACK

- A. Bargaining unit employees who are called back to work while on standby or after they have worked the scheduled shift and have departed from the place of employment shall be compensated with overtime for the time worked, either in cash or CTO (if applicable), at the rate of time and one-half with a minimum of two (2) hours at such rate.
- B. Should the time worked while called back become contiguous with the regular work schedule, time worked shall not be treated as a call back and the minimum time period shall not apply.

- C. An employee being paid for Call Back shall not receive Stand-By Pay for the same hours.

SECTION 7.09 SALARY DEDUCTIONS

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

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

SECTION 7.10 PAY PERIOD AND PAYDAY

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

SECTION 7.11 FINAL PAYMENTS

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

3. ACCRUED SICK LEAVE. Employees leaving the service of the Air District will not be paid for any unused accumulated sick leave credit remaining on account. Accrued sick leave will be applied to service credit upon retirement under the PERS contract.

Effective June 1, 2024, in the event of a death of an employee who is not eligible for retirement, their surviving spouse or dependent, may elect to receive a single payment up to a maximum of eighty (80) hours of the accrued and available sick leave.

4. FLOATING HOLIDAYS. Floating holidays must be used within the fiscal year they are credited. An employee leaving the service of the Air District shall receive a single payment covering the amount of the accrued floating holidays remaining on account.
5. COMPENSATORY TIME. An employee leaving the service of the Air District shall receive a single payment covering the amount of accrued compensatory time remaining on account at their current regular rate of pay.

SECTION 7.12 SALARY ADVANCES

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

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

SECTION 7.13 ACTING AND TEMPORARY ASSIGNMENTS

1. Acting Assignments: When an employee is assigned in writing by their Division Director (DD) to perform all of the day-to-day duties of a position in a higher Air District classification due to a vacancy or temporary absence of the person normally assigned to perform those duties, the employee shall receive "Acting Pay" when the employee works one entire workweek (forty [40] or thirty-six [36] hours depending on work schedule without leave or time off) or more and will receive such Acting Pay for that assignment.

- A. The rate for “Acting Pay” shall be determined by Section 7.02.2.
 - B. Acting Assignments shall not be assigned nor paid for in less than forty (40) or thirty-six (36) hour increments as defined above.
 - C. Acting Assignments shall not be for more than six (6) months, except where the normally assigned employee’s vacancy is longer than six (6) months, the position is vacant as a result of the underfill process, or the vacant position will be reclassified through the add/delete process in which case the position may be filled through an Acting Assignment only until the next add/delete cycle. A 3-month extension, however, may be granted upon EO approval.
 - D. DD shall, if possible, announce upcoming Acting Assignment opportunities to interested and qualified employees in writing. An interested employee may submit their resume and a cover letter expressing why they are interested in and qualified for the Acting opportunity. The DD and HRD may hold screening interviews to assess the readiness of employees to assume the full responsibilities of a position. The Air District maintains the ability, subject to business needs, to place an individual in an Acting position quickly without such interviews.
2. Temporary Assignments: When an employee is assigned in writing by their DD to perform a significant portion of the day-to-day duties of the position (at least 25%) in a higher Air District classification due to a vacancy or the temporary absence of the person normally assigned to perform those duties, the employee shall receive “Temporary Assignment Pay” when the employee works one entire workweek (forty [40] or thirty-six [36] depending on work schedule without leave or time off) or more and will receive such Temporary Assignment Pay for that assignment.
- A. The rate for “Temporary Pay” shall be a 2.5% temporary increase to their current classification compensation.
 - B. Temporary Assignments shall not be assigned nor paid for in less than forty (40) or thirty-six (36)-hour increments as defined above.
 - C. Temporary Assignments shall not be for more than three (3) months except where the normally assigned employee’s vacancy is longer than three (3) months, the position is vacant as a result of the underfill process, or the vacant position will be reclassified through the add/delete process in which case the position may be filled through a Temporary Assignment only until the next add/delete cycle. A 3-month extension, however, may be granted upon EO or their designee approval.
 - D. The DD has the discretion to offer two (2) concurrent or overlapping Temporary Assignments to cover all of the responsibilities of the position being covered so long as one of the employees is not performing 75% or more of the work.

- E. The DD has the discretion to offer multiple employees the opportunity to have them serve less than 3-month assignments consecutively.
 - F. The DD shall, if possible, announce upcoming Temporary Assignments opportunities to interested and qualified employees in writing. An interested employee may submit their resume and a cover letter expressing why they are interested in and qualified for the Temporary Assignment opportunity. The DD and HRD may hold screening interviews to assess the readiness of employees to assume at least twenty-five (25)% of the responsibilities of the position. The Air District maintains the ability subject to business needs to place an individual(s) in the position quickly without such an interview(s).
- 3. It is expressly understood that Acting/Temporary Assignments do not constitute an appointment to a different position and have no effect on the employee's representation status and/or terms and conditions of employment other than the duties performed by the employee and the applicable pay received by the employee during the period of the Acting/Temporary Assignment.
 - 4. The Air District will provide the Association with quarterly recruitment updates for those positions being filled with Acting/Temporary Assignments, which will include a quarterly list of all Acting/Temporary Assignments from the prior quarter identifying the vacant position, the date the position became vacant, the name of the employee(s) in the Acting/Temporary Assignment, and the date the assignment began.
 - 5. An employee may decline an Acting/Temporary Assignment. An employee who has accepted an Acting/Temporary Assignment may decline to continue the assignment with five (5) working days advance written notice to their DD. A DD may discontinue an Acting Assignment at any time with written notice to the employee.
 - 6. At the conclusion of an Acting/Temporary Assignment, the employee will return to the position they held at the commencement of the assignment.
 - 7. The total length a particular position may be filled through an Acting and/or Temporary Assignment typically shall be no longer than twelve (12) months regardless of the number of people serving in the Acting or Temporary Assignment. If it appears that the vacancy is going to extend beyond twelve (12) months (e.g., difficulty in recruiting, extended medical or family leave, etc.), the Air District will provide written notice to the Association as soon as it becomes aware that the Acting or Temporary Assignment(s) will last longer than twelve (12) months and specify why.

SECTION 7.14

SPECIAL PAY AND ALLOWANCES

1. **BILINGUAL PAY.** Division Directors shall identify those employees who, in the performance of their duties, are required to converse with the public or translate documents in a language other than English. Employees so designated, who have demonstrated their competency in a second language to the satisfaction of the DD, shall receive bilingual pay in the amount 5% of their base hourly rate for each hour in which bilingual skills are utilized. Employees shall record bilingual time on their timesheets. Employees are expected to efficiently organize their bilingual work and projects to the extent possible.
2. **PER DIEM.** Employees who travel will be reimbursed in accordance with the 2026 Air District's Employee Business Expense and Travel Policy which will take effect July 2026. Proposed changes to this policy that are within the scope of bargaining will not be implemented during the term of this MOU without mutual agreement.
3. **HAZARD PAY.** Division Directors shall identify those employees who, in the performance of their duties, are required to: 1) climb to the sampling point of stacks, storage tanks or any structure at a height of thirty (30) feet or more; 2) wear a Self-Contained Breathing Apparatus (SCBA) or safety harness; 3) perform confined space entries or 4) climb to a height of thirty (30) feet or more wearing SCBA, harness and is in a confined space. Such employees shall receive additional compensation in the amount of two and three-quarters percent (2.75%) above the employees' current salary step for the duration of that assignment.

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

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

SECTION 7.15

OVERPAYMENT

In the event that the Air District overpays an employee or reimburses an employee in excess of the amount to which they are entitled in error, the Air District shall notify the employee in writing of the amount due and the cause of the error. If an employee identifies an error in payment prior, they should let the Air District know as soon as possible. The Air District and the employee will develop a repayment plan. The employee may surrender accrued annual (vacation) leave, floating, or CTO, make a cash payment, agree to a payroll deduction, or any combination thereof for repayment. Full repayment must be paid within six (6) months of the error being discovered if the error is under two-thousand five hundred dollars (\$2500), or within one (1) year of the error being discovered if the error is more than two-thousand five hundred dollars (\$2500) except in extenuating circumstances upon approval of the DHR.

ARTICLE VIII

EMPLOYMENT AND MERIT INCREASES

SECTION 8.01 **POLICY**

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

SECTION 8.02 **DEFINITIONS**

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

SECTION 8.03 **ANNIVERSARY DATE**

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

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

SECTION 8.04

PERFORMANCE EVALUATION

1. During the initial probationary period, a probationary employee shall receive at least two (2) formal performance evaluations which will normally be conducted at the end of the sixth and eleventh month of service as defined in Section 8.05.2 below.
2. Promoted employees who are subject to a six (6) month probationary period as defined in Section 8.05.2 below shall receive at least two (2) formal performance evaluations which will normally be conducted at the end of the third and fifth month of service as defined in Section 8.05.2 below.
3. Promoted employees who are subject to a nine (9) month probationary period as defined in Section 8.05.2 below shall receive at least two (2) formal performance evaluations which will normally be conducted at the end of the third and eighth month of service as defined in Section 8.05.2 below.
4. Employees promoted to Supervisor who are subject to a nine (9) to twelve (12) month probationary period as defined in Section 8.05.2 below shall receive at least two (2) formal performance evaluations which will normally be conducted at the end of the fifth (5th) month and another after the seventh (7th) month of service as defined in Section 8.05.2 below.
5. After completion of the appropriate probationary period, a formal performance evaluation shall be completed for the employee annually. A supervisor is not precluded from completing a formal performance evaluation at any time. Performance evaluations are a continuing responsibility of each supervisor, and each supervisor will informally discuss employees' performance as often as necessary to ensure effective work performance.
6. A performance evaluation that includes an overall rating of Developing Performance or Unsuccessful must include an attached Performance Improvement Plan (PIP) if a PIP addressing all of the issues underlying such rating is not already in effect.

SECTION 8.05

PROBATIONARY PERIOD

1. Upon initial hire, each employee shall be subject to a probationary period equivalent to one (1) year of full-time actual and cumulative service. During an employee's initial hire probationary period the employee may be terminated without cause or right of appeal.
2. Employees promoted within the same class series or who transfer shall be subject to a probationary period equivalent to six (6) months of full-time actual and cumulative service. Employees promoted to a position in a different class series shall be subject to a probationary period equivalent to nine (9) months of full-time actual and cumulative service. Employees promoted to a supervisor position shall be subject to a

probationary period equivalent to at least nine (9) months but no more than twelve (12) months of full-time actual and cumulative service. The employee's manager may decide, in their sole discretion, when between nine (9) and twelve (12) months of full-time actual and cumulative service the supervisory promotional probationary period shall end. If an employee does not successfully complete his/her promotional probationary period, he/she shall be placed back in a position in the employee's former classification at the salary step held prior to the promotion without cause or right of appeal.

3. An employee who is promoted or transfers during their initial hire probationary period will complete the remainder of their initial-hire probationary period post-promotion or transfer, which will run concurrently with their promotional/transfer probationary period in the new position.
4. During any probationary period, no employee shall be demoted or terminated in violation of the Air District's Equal Employment Opportunity policy.
5. The Air District may extend a probationary (non-promotional) employee's probation for up to a period of six (6) months. Absent extraordinary circumstances, the supervisor must have previously met with the employee at least ninety (90) days prior to the end of their probation and provided them with both verbal and written direction on skills and/or behaviors that are in need of improvement and/or correction which will lead to termination or extension of probation if not fixed. The Air District does not have to provide verbal and written direction prior to extending probation when the issue first arises less than ninety (90) days prior to the end of the employee's probation. The Air District will notify the Association of such extension within five (5) days of the employee being informed of the extension.

SECTION 8.06 NON-COMPETITIVE IN-SERIES I/II AND ASSOCIATE/I/II ADVANCEMENT

1. Definition

Some Air District classifications are designated as I/II within a singular Classification Specification. Employees in such a classification may advance from Level I to II without the need for competitive recruitment. Also, some Air District classifications (currently only the Engineer classification) are designated as Associate/I/II. Employees in such a classification may advance from Associate to Level I and from Level I to Level II without the need for competitive recruitment.

The Associate designation is a trainee level employee. The Level I designation is for an entry level employee needing close supervision initially, allowing the employee to learn Air District policies, procedures and the more advanced and specific knowledge, skills and abilities of the classification. Level II is the journey-level designation where the employee has achieved the ability to perform their assigned work and duties with

minimal supervision and few errors. Minimum Qualifications for Level I designations require less practical experience than Level II designations, even though educational requirements may be the same.

Employees who have demonstrated the ability to perform the duties they will be assigned at the journey-level through the competitive recruitment process may be hired at the Level II designation. Employees who lack the experience and ability to perform the duties they will be assigned without supervision initially shall be hired at Level I. Employees without prior experience or ability to perform the duties they will be assigned without significant supervision initially shall be hired at the Associate level.

2. Non-competitive Advancement Criteria and Process

For employees hired at the Level I within a classification designated as I/II, or Associate Level within a classification designated as Associate/I/II, advancement to the next level is not automatic. In order for an employee to be eligible for advancement from Level I to Level II, the employee must meet the following eligibility criteria:

- A. Successful completion of their probationary period in the Level I position;
- B. An overall rating of “Successful” or better in their most recent performance evaluation;
- C. Meeting the Minimum Qualification of the Level II classification as outlined in the applicable Classification Specification; and
- D. The employee has demonstrated that they are able to perform their work independently and with few errors.

In order for an employee to be eligible for advancement from Associate to Level I, the employee must meet the following eligibility criteria:

- A. Successful completion of their probationary period in the Associate position;
- B. An overall rating of “Successful” or better in their most recent performance evaluation; and
- C. Meeting the Minimum Qualification of the Level I classification as outlined in the applicable Classification Specification.

Level I employees or Associate employees who believe they are eligible for advancement as specified above, may submit an Advancement Recommendation Form (“ARF”) to their supervisor. Within thirty (30) days of receiving the employee’s ARF, the employee’s supervisor must either 1) fill out the supervisor portion of the ARF and send

it for approval to the Division Director (“DD”) or their designee for approval documenting that the employee meets criteria a-d or a-c, as applicable, and recommending the employee for advancement or 2) provide a written explanation to the employee that specifies why they do not qualify for advancement and the steps necessary to qualify for future advancement with an estimated timeline. The DD or designee must approve or deny the ARF within fifteen (15) days of receipt from the supervisor.

3. Compensation Upon Advancement

Upon advancement from Associate to Level I or from Level I to Level II, the employee will receive a salary increase consistent with Article 7.02.2-Salary Steps, effective the pay period after the approval of the ARF by the DD or designee.

4. Dispute Process

An employee who believes they meet the eligibility criteria for advancement but has not gained approval from their supervisor and DD may file a dispute. The employee shall initiate the dispute in writing (email) to their DD with a copy to the DHR. The dispute shall outline the reasons why the employee believes that each of the criteria for advancement has been met. The DD will jointly review the written dispute with the DHR or their designee. The dispute review will include the written dispute from the employee outlining how they believe they meet the minimum requirements for advancement (work experience both at the Air District and with previous employers and education), and their most recent performance evaluations. The DD has ten (10) business days to render a decision, which must be approved by the DHR or their designee. The DD’s decision shall be made in writing to the employee with a copy to the DHR. If the DD decision is to uphold the supervisor’s denial of advancement, the DD shall outline the reasons why they do not meet the requirements for advancement and the steps necessary to qualify for future advancement and a timeline if different from the supervisor’s. The DD’s decision is final.

At the end of the estimated timeline that the supervisor provided when declining the advancement (or DD’s timeline if different from the supervisor’s), the employee may make a written request to meet with the supervisor to review the steps they have taken and how they now meet the requirements for In-Series Advancement eligibility. It is the employee’s responsibility to request the supervisor’s review.

In the case that the supervisor, in concurrence with the DD, believes the employee has taken the necessary steps and meets the requirements for In-Series Advancement eligibility, the supervisor shall update the ARF indicating that all criteria have now been met. The updated ARF will be signed by both the supervisor and DD and sent to HRD for processing.

In the case that a supervisor and/or DD is of the opinion that the employee has yet to meet the eligibility requirements, the supervisor shall outline and present to the employee any remaining reasons why they do not meet the requirements for advancement, the steps necessary to qualify for future advancement and a corresponding timeline.

ARTICLE IX

HOURS OF WORK

SECTION 9.01 HOURS OF WORK

1. WORKWEEK

- A. **NORMAL WORKWEEK.** A normal workweek may consist of five (5) consecutive eight (8) hour days, Monday through Friday and be scheduled over an eight and one-half (8 ½) hour period that covers the core business hours of the Air District which are from 9:30 A.M. to 3:00 P.M., normally with one-half (1/2) hour unpaid break for lunch. Workweek schedules are subject to Management approval and may be modified consistent with existing policies.
- B. **COMPRESSED WORKWEEK.** With the approval of Management, an employee's normal workweek may be compressed. The Air District's typical compressed workweek schedule, known as a "9/80", consists of working four (4) consecutive nine- (9-) hour days, Monday through Thursday and one (1) eight- (8-) hour day on Friday in the first week of a two- (2-) week pay period and the alternating Friday off, commonly known as the Regular Day Off (RDO). Generally, the Friday opposite the Air District's "payday" is the standard RDO for employees. Management may elect to have an employee within a unit or Division work a different compressed workweek or flextime schedule.
- C. **TELECOMMUTING.** With the approval of Management, an employee's workweek may be modified to allow for telecommuting. The employee and their supervisor will agree on core days and hours during which the employee will be working remotely, and these will remain constant from week to week, unless modified by agreement with the supervisor. The Air District will allow non-scheduled telecommuting on Spare-the-Air days when appropriate. In all cases, telecommuters must communicate sufficiently with their supervisor to meet the Air District's goals.
- D. **PART-TIME WORK:** An employee may request a consistent part-time work schedule of fewer than eighty (80) hours per pay period. Approval shall be at the discretion of the Division Director (DD) and the EO and shall consider the business needs of the Air District. The part-time schedule shall not initially exceed one (1) year and may be rescinded by the EO with at least a thirty- (30-) day notice to the affected employee for business needs or for unsatisfactory employee performance and

without prior notice in emergency circumstances. Part-time work may be extended at the discretion of the EO.

2. An employee shall not work any time in excess of their approved work schedule without prior approval of the employee's supervisor, acting supervisor or other manager in the employee's chain of command.
3. MAKE-UP TIME
 - A. When a non-exempt employee is unable to work their regular hours, upon the approval of the employee's supervisor, the employee may make up the missed time within the same workweek. The total hours worked, including makeup time, shall not exceed forty (40) hours in the employee's established workweek. Makeup time shall not trigger overtime in any workweek or under any circumstance.
 - B. When an exempt employee is unable to work their regular hours, upon the approval of the employee's supervisor, the employee may make up the missed time within the same pay period. The total hours worked, including makeup time, shall not exceed eighty (80) hours during any pay period. Makeup time shall not trigger overtime in any workweek or under any circumstance.
4. When attending jury duty or Air District approved events, meetings, conferences, classes, or trainings, the employee shall only be paid: for the hours representing the Air District at, and travel time to and from, events, meetings, or conferences; for the hours at, and travel time to and from, a class or trainings; or for the hours at jury duty and for any travel time between the location of the jury duty and the Air District office or the location of the employee's normal duty assignment. With the advance approval of the employee's supervisor (where possible), an employee will receive overtime or compensatory time if the time consumed by the outside activity exceeds the employee's normal workday.
5. When an employee attends one of the activities which requires the employee to be away from the employee's normal duty assignment and the activity concludes prior to the end of the employee's assigned workday, the employee must return to work, use appropriate paid leave, work at home, or make-up time. In order to use appropriate paid leave, work at home or make-up time, employees must receive concurrence from their immediate supervisor and authorization from their manager. If the employee is authorized to make up time, the employee must make up the time in the same workweek for non-exempt employees or same pay period for exempt employees in which time was taken off and in no event shall this time when combined with regular hours worked result in weekly overtime.

SECTION 9.02

MEAL PERIOD AND REST PERIOD

1. Unpaid lunch period is typically one-half (1/2) hour and is to be taken as assigned by the employee's manager, normally taken between 12:00 P.M. and 1:00 P.M.
2. Paid breaks of one-quarter (1/4) hour each are normally taken in mid-morning and mid-afternoon.
3. Continuation of Business: Employees may be assigned lunch and breaks to ensure the continuation of business.

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

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

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

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

SECTION 9.03

ATTENDANCE

1. Employees are responsible for accurately reporting their time on the Air District's timesheet. An employee's supervisor will be responsible for approving an employee's timesheet.
2. A bargaining unit employee who is tardy shall report to their supervisor as promptly as possible after beginning work and at the sole discretion and approval of the employee's supervisor, the employee may be allowed to (1) make-up time providing the makeup time does not put the employee in an overtime status, (2) use appropriate paid leave in accordance with this agreement, or (3) may be docked for the period of tardiness.
3. An employee must report unscheduled leave to the Air District within the first hour of the workday unless an emergency prevents such reporting.

A. Failure to report may result in loss of pay for the period of absences from work.

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

SECTION 9.04 OVERTIME

The Air District will avoid the necessity for overtime where possible. The Air District is under no obligation to assure anyone of the availability of overtime work, nor is the Air District obligated to treat any particular kind of assignment as overtime. Therefore, the Air District may establish work schedules where possible to meet the business needs of the Air District and allow for work to be done without incurring ongoing overtime costs.

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

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

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

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

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

1. **AUTHORIZATION.** Overtime is the necessary, assigned authorized time worked in excess of eight (8), nine (9), or ten (10) hours per day (depending on an individual's normal work schedule) or forty (40) hours per work-week. Any hours worked in excess of forty (40) hours in a week or eight (8), nine (9), or ten (10) hours in a workday, depending on the employee's normally scheduled work day (not the result of make-up time), are to be paid as overtime or compensatory time at the rate of one and one-half times their regular rate of pay. For the purposes of this section, paid leave time shall be included in computing the forty (40) hours per week when determining eligibility for

overtime. An employee may elect to receive compensatory time in lieu of overtime as described in Section 9.04(6) below.

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

5. DISTRIBUTION OF CALL-BACK. Call-back will be distributed in the following manner:
 - A. When call-back is required, the person normally responsible for the assignment will be given first opportunity of call-back.
 - B. If the person normally responsible for the assignment is unavailable for call-back, then the immediate supervisor will be responsible for the assigning of call-back to other employees in the same position.
 - C. If the immediate supervisor is unavailable for assigning the call-back, then the alternate supervisor, manager or division director will be responsible for the assignment of callback. The Air District maintains the option to deviate from this procedure based upon immediate need.
6. COMPENSATORY TIME CAP. Represented employees may elect compensatory time at the rate of one and one-half (1½) times the overtime worked in lieu of overtime pay but may not accumulate more than 240 hours of compensatory time. However, compensatory time shall only be allowed with management approval for any overtime earned in an assignment outside of their regular division. After 240 hours of compensatory time has been accumulated, overtime pay will be the compensation for overtime work. The maximum accumulation of compensatory time is 160 hours as of the end of the calendar year. At the end of the calendar year, the Air District will pay the employee all compensatory time in excess of 160 hours at the current hourly regular rate of pay. An employee may cash out up to the full amount (240 hours) at the end of the calendar year. Any and all accrued compensatory time must be paid out prior to any promotion that creates an increase in the rate of pay (excluding non-competitive advancements).
7. HOLIDAY PAY. Employees required to work a designated holiday shall receive overtime pay equal to two (2) times the employees' base hourly rate of pay. For purposes of this section, a designated holiday shall be the dates on which the holiday is observed by the Air District (Section 12.07), except that for New Year's Day, Independence Day, and Christmas Day, the designated holiday shall include the actual date of the holiday and if any of these holidays fall on a Saturday or a Sunday, the Monday or Friday on which the holiday is observed by the Air District.
8. An employee shall not work any time in excess of their approved work schedule without prior approval of the employee's supervisor except in an emergency or other situations where prior approval is not possible. Prior approval must be documented on the approved electronic Pre-authorization Overtime Form. In an emergency or other situations where prior approval is not possible, the employee shall promptly inform their supervisor and complete the Authorization Form within 48 hours.

ARTICLE X

REDUCTION IN FORCE

SECTION 10.01

PROCEDURE / BUMPING, LAY-OFF AND RECALL

1. SENIORITY. For the purpose of this Section, there are three types of seniority which apply in connection with the implementation of a reduction in any portion of the Air District work force: Air District employment seniority, seniority within a class series and seniority within a specific job classification. Air District employment seniority is the seniority gained based on overall employment with the Air District. Seniority within a class series is the seniority gained based on time in service in a number of job classifications which all belong to the same class series (for example, Inspector I, Inspector II, Senior Inspector and Supervising Inspector). Seniority within a job classification is the seniority gained based on time in service in a specific job classification.
2. LAYOFFS/REDUCTIONS IN WORK FORCE
 - A. When a reduction in work force becomes necessary for any reason such as lack of funds or lack of work, layoffs will be based on reverse order of overall Air District employment seniority.
 - B. As a result of any such layoffs, management may reassign remaining employees to equal or lower paying job classifications in order to assure that the operating requirements of the Air District can be met. Any such reassignments shall be made in accordance with the bumping mechanism set forth in Section 3(C) below.
 - C. The Air District will give an employee at least thirty (30) days written notice prior to the effective layoff date.
 - D. The Air District will furnish a list of employees to be laid off to recognized employee organization(s) at the same time the employees are given written notice.
3. BUMPING
 - A. DEFINITION. Bumping is the displacement of an employee to an equal or lower paying job classification. Bumping will be based on reverse order of seniority, either in the job classification or Air District-wide, as set forth in subsection (C) below. Normally, bumping will occur in the context of a reduction in the Air District work force, when the position of an employee with sufficient overall employment seniority with the Air District to avoid being laid off is eliminated. However, bumping may also occur in the context of a static staffing mode, when the Air District is unable to hire new employees to fill existing vacancies or as a result of significant changes in the operating requirements of the Air District, such that it is necessary to displace

existing employees to equal or lower paying job classifications involving new or different duties.

B. GENERAL RULES APPLICABLE TO BUMPING

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

- (1) When any employee who has held a given job classification for less than four (4) years must be bumped, the employee to be bumped to an equal or lower paying job classification will be the employee with the least seniority in that employee's current job classification. When any employee who has held a given job classification for more than four (4) years must be bumped, the employee to be bumped to an equal or lower-paying job classification will be the employee with the least overall employment seniority with the Air District.
- (2) Whenever an employee is bumped, the time spent by the employee in the position from which the employee has been bumped, as well as any time which the employee previously spent in the position to which the employee is bumped, will count as time spent in the job classification to which the employee is bumped.
- (3) When two (2) or more employees have the same amount of seniority in a given job classification and one (1) must be bumped, the employee with the least overall Air District employment seniority is the one who will be bumped. When two (2) employees have the same amount of overall Air District employment seniority and one (1) must be bumped, the decision as to which employee must be bumped will be based on the flip of a coin.
- (4) Any employee who is bumped to a lower paying job classification will be Y-rated in accordance with Section 7.05. In the event of any subsequent vacancy in a job classification from which an employee was bumped, that employee will be automatically returned to that previous job classification. When more than one (1) employee has been bumped, that employee with the highest applicable seniority in accordance with rule one (1) above shall have priority to return to the previously held vacant job classification. In the event of a vacancy in a job classification in a class series from which an employee has been bumped that pays more than the job classification that the employee currently holds, but less than the job classification from which the employee was bumped (an intermediate-paying classification), the employee with highest applicable seniority in accordance with rule one (1) above will be automatically promoted to the intermediate paying classification.
- (5) An employee's seniority in a given job classification shall not be affected by a re-titling of the position and/or modification of the job description which involves no change in pay.

- (6) Subsequent to being hired as a regular employee, an employee's time in service as a limited-term employee in excess of 1,000 hours within a fiscal year shall count toward that employee's overall Air District employment seniority, and all of an employee's time in service as a limited term employee in a given job classification shall count toward that employee's seniority in that job classification.
 - (7) Prior to bumping any employee to an equal or lower paying job classification, the EO shall provide a written explanation as to why the operating requirements of the Air District necessitate that the employee be displaced from his or her current job classification. The Air District will give an employee at least thirty (30) days written notice prior to the effective date of any bumping. The Air District will furnish a list of employees to be bumped to recognized employee organization(s) at the same time the employees are given written notice.
- C. THE BUMPING MECHANISM. The bumping mechanism will operate by the application in sequential order of the following criteria, (1) through (9). Thus, an employee who, because of a lack of seniority in his/her job classification, is to be bumped to an equal or lower paying job classification will be bumped in accordance with the first of the following criteria which applies to his/her specific circumstances. At any step where a given employee may bump one of several other employees with less seniority, the individual with the least seniority is the one who will be bumped.
- (1) Prior to the implementation of any mandatory bumping or displacement of an employee to an equal or lower paying job classification to meet the operating requirements of the Air District, management shall solicit volunteers to move to that job classification. If more than one (1) employee in a job classification volunteers to be bumped, the volunteer with the greatest overall Air District employment seniority is the one who will be bumped.
 - (2) An employee can never bump back to a higher paying position which that employee previously held in the Air District; however, for purposes of calculating seniority in a job classification, the time spent by an employee in a higher paying job classification will be added to the time already spent in the current, lower paying job classification.
 - (3) An employee whose job is being eliminated bumps the least senior employee in the same job classification in the same division.
 - (4) The least senior employee in a division bumps the least senior employee in the same job classification anywhere in the Air District.

- (5) An employee, "A", bumps to an equal paying job classification which "A" previously held, provided that "A" has more total seniority in the current and the previously held position than the least senior current employee in the position which "A" previously held.
- (6) "A" bumps to a lower paying job classification which "A" previously held, provided that "A" has more total seniority in the current and the previously held position than the least senior current employee in the position which "A" previously held.
- (7) "A" bumps to a lower paying job classification in a class series in the same division in which "A" previously held a position, provided that "A" has more total seniority in that class series and in "A's" current position, taken together, than the least senior current employee in the lower paying job classification; and provided, further, that an employee must have held a job classification as a supervisor within the Air District in order to bump a supervisor in a lower paying class series.
- (8) "A" bumps to a lower paying job classification in a class series anywhere in the Air District in which "A" previously held a position, provided that "A" has more total seniority in that class series and in "A's" current position, taken together, than the least senior current employee in the lower paying job classification; and provided, further, that an employee must have held a job classification as a supervisor within the Air District in order to bump a supervisor in a lower paying class series.
- (9) "A" bumps to an equal or lower paying job classification which "A" did not previously hold but for which "A" meets the minimum requirements identified in the job description, provided that "A" has more total Air District seniority than the least senior current employee in the equal or lower paying job classification.

Note: Notwithstanding that the foregoing criteria (6), (7), (8) and (9) shall normally be applied in sequential order, an employee who can bump to an equal or lower paying job classification under any of those four (4) criteria shall bump to the highest paying of the available positions.

D. RECALL

- (1) Employees who are laid off will be placed on a recall list for thirty-six (36) months, during which period, service time in the former classification will be preserved. However, no service time will be accrued during any period of layoff.
- (2) Employees will be recalled to their former job classification, or to a lower paying job classification for which they meet the minimum requirements identified in the

job description, in reverse order of layoff provided they respond to the notice (mailed to the employee's home address of record with the Air District by certified mail return receipt requested) of a classification opening by notifying the Air District of their intent to return within ten (10) working days of receipt of such notice and return to work or to their former classification within fifteen (15) calendar days of receipt of such notice.

- (3) An employee recalled to a lower paying classification or advanced to an intermediate paying classification shall remain on the recall list and retain the right to return automatically to his or her former, higher paying classification. The employee with the highest seniority shall have priority to return to the previously held vacant job classification or to advance to an intermediate paying job classification in the class series of the previously held classification.
- (4) An employee's name shall be removed from the recall list only when the employee refuses an offer to be returned to the employee's former position.
- (5) A change in job title shall not affect an employee's recall rights.

ARTICLE XI

FRINGE BENEFITS

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

SECTION 11.01 HEALTH INSURANCE

The Air District shall make available health insurance coverage through the Public Employees Retirement System (CalPERS) for employees and their eligible dependents. Optional coverage is available for eligible dependents and for Domestic Partners where an employee has filed a confidential Declaration of Domestic Partnership with the Human Resources Division (HRD). In the event the health insurance coverage in effect July 1, 2025 becomes unavailable, the Air District and the Association, consistent with the Meyers-Milias-Brown Act (MMBA), shall meet and confer as quickly as possible in an effort to reach mutual agreement regarding a comparable value replacement plan.

SECTION 11.02 DENTAL INSURANCE

The Air District shall make available dental insurance coverage for employees. Optional coverage is available for eligible dependents and for Domestic Partners where an employee has filed a confidential Declaration of Domestic Partnership with the HRD.

During the term of this MOU, the Air District will review whether other dental insurers have more in-network providers in the Bay Area and/or would otherwise result in lower out-of-pocket costs and will provide the review findings to the Association by January 1, 2028.

In the event the dental insurance coverage in effect July 1, 2025 becomes unavailable, the Air District and the Association, consistent with the MMBA, shall meet and confer as quickly as possible in an effort to reach mutual agreement regarding a comparable value replacement plan.

SECTION 11.03 VISION CARE

The Air District shall make available Vision coverage for employees. Optional coverage is available for eligible dependents and for Domestic Partners where an employee has filed a confidential Declaration of Domestic Partnership with the Human Resource Division. Vision care coverage for dependents must be elected at the time of enrollment. In the event the vision care coverage in effect July 1, 2025 becomes unavailable, the Air District and the Association, consistent with the MMBA, shall meet and confer as quickly as possible in an effort to reach mutual agreement regarding a comparable value replacement plan.

SECTION 11.04 LIFE INSURANCE

The Air District provides life insurance coverage for employees. The life insurance amount is based on annual salary. Optional Additional Contributory Life is also available to employees. In the event the life insurance coverage in effect July 1, 2025 becomes unavailable, the Air District and the Association, consistent with the MMBA, shall meet and confer as quickly as possible in an effort to reach mutual agreement regarding a comparable value replacement plan.

SECTION 11.05 LONG TERM DISABILITY INSURANCE

The Air District shall provide Long Term Disability (LTD) Insurance which partially replaces lost income for employees who become disabled on or off the job and meet the eligibility requirements. In the event the LTD insurance coverage in effect July 1, 2025 becomes unavailable, the Air District and the Association, consistent with the MMBA, shall meet and confer as quickly as possible in an effort to reach mutual agreement regarding a comparable value replacement plan.

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

1. All Employees Upon Retirement

The Air District shall comply with the provisions of the California Public Employees' Medical and Hospital Care Act. Vision care, dental insurance and life insurance coverage after retirement will be governed by the vision, dental and life insurance plans

in effect for employees covered by this agreement, and in compliance with the provisions of the Medicare program.

2. Employees Hired before July 1, 2010

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

3. Employees Hired on and after July 1, 2010

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

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

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

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

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

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

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

4. Increases

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

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

SECTION 11.07 PREMIUM REQUIREMENTS

- 1. The Air District will provide a cafeteria plan for Fringe Benefits with a FBA for payment of premiums for health, dental, vision (including the vision buy up plan), and additional life insurance coverage.
 - A. For employees hired before July 1, 2017, the FBA will be equal to the appropriate tier provided in subsection 2 below or \$1763.70, whichever amount is greater.
 - B. For employees hired on or after July 1, 2017, the FBA will be equal to the appropriate tier provided in subsection 2 below.
- 2. Tiered Benefit Plan - The Air District will offer the following tiered benefit plan for FBA. Determination of tiers A, B, or C is based on enrollment for health care plan only.
 - A. Employee (EE) only – 100% of Kaiser Health Maintenance Organization (HMO) premium for single plus 100% of dental and vision premiums for Employee Only Plan.
 - B. Employee plus One – 95% of Kaiser HMO premium for employee plus one plus 95% of dental and vision premiums for Employee + One Dependent Plan.
 - C. Employee + Family – 90% of Kaiser HMO premium plus an additional one hundred dollars (\$100) per month added to the Fringe Benefit Allowance for employee plus two or more plus 90% of dental and vision premiums for Employee + Two or More Dependents Plan.

3. For those employees who do not enroll in a CalPERS health care plan, the allowance will be based on the percentage for the selected plan(s) as described above.

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

Each employee is covered by State Disability Insurance (SDI) and Paid Family Leave Insurance, also known as Family Temporary Disability Insurance (FTDI). Premiums are paid by the employee. The Air District's sick leave payments are integrated with any payments received by the employee from SDI or FTDI. The cost of SDI and FTDI is deducted from the employee's pay.

SDI and FTDI are integrated with the employee's leave time. Employees shall not be entitled to receive more than one hundred percent (100%) of pay when SDI or FTDI and leave time are combined. The administration of the SDI and FTDI programs is solely the responsibility of the State of California. The Air District is not responsible for benefit levels, the duration of benefits, or the eligibility of Air District employees for benefits.

SECTION 11.09 WORKERS' COMPENSATION

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

floating holidays or compensatory time, make a cash payment, accept payroll deductions, or agree to surrender any combination thereof for repayment. The compensation shall be paid back within one (1) year from the denial of the claim. Any period longer than one (1) year must be agreed upon by both parties due to extenuating circumstances.

SECTION 11.10 PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)

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

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

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

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

1. PICK-UP OF EMPLOYEE CONTRIBUTIONS:

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

2. EMPLOYEE CONTRIBUTIONS

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

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

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

SECTION 11.11

CREDIT UNION

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

SECTION 11.12

EMPLOYEE ASSISTANCE PROGRAM

The Air District shall offer an employee assistance program (EAP) to employees and members of their household. The EAP provides limited professional, confidential counseling service at no cost to the employee. In the event the EAP program in effect on July 1, 2025 is reduced or becomes unavailable, the Air District and the Association, consistent with the MMBA shall meet and confer as quickly as possible in an effort to reach mutual agreement regarding a comparable value replacement plan.

SECTION 11.13

TRANSIT SUBSIDY

1. Consistent with the Air District's efforts to promote the use of public transportation and to reduce the number of single-occupant automobiles during commute hours, full-time Air District employees are eligible for a transit subsidy. Use of the transit subsidy is confined to the employee during commute hours.
2. Effective January 1, 2026, the Air District will provide a transit subsidy up to a payment equal to the maximum IRS transit subsidy (currently \$340.00) per month to subsidize eligible transit expenses as detailed in this provision. Eligible transit expenses include passes for public mass transit system, carpool participation, electric vehicle participation, walking and bicycling participation, and parking associated with mass transit systems.
3. Procurement of transit passes is the obligation of the individual employee. No funding will be advanced by the Air District. The transit subsidy will be made available to eligible Air District employees on a designated day prior to the beginning of each month. The Air District reserves the right to use other methods deemed more efficient for the Air District.
4. There will be no banking of the unused allocation of transit subsidy. Transit subsidy allowance is for each individual month and will not be cumulative. The purpose of transit subsidy is to provide an allowance to employees who use an alternative method of transportation for the sole purpose of coming to and from work (portal to portal).
5. Verification: Transit subsidies may be audited on an Air District-wide basis at any time. For stated reasons provided in writing to the employee, the Air District may audit an individual employee and require the employee to provide a written explanation of the employee's use of transit subsidy. This provision is intended to be invoked on an individual basis in situations where abuse of transit subsidy is reasonably suspected. Persons in violation of this section may be subject to disciplinary action.

6. If an employee chooses to change their subsidy, they must complete the necessary forms in a timely manner in order to receive their subsidy for the subsequent month.
7. Carpool: An employee who participates in carpool to commute to and from an Air District facility shall be reimbursed up to the maximum monthly transit subsidy. Reimbursement to the vehicle owner for commute carpooling expenses will be \$8.00 per day (or \$4.00 per one-way trip) up to the maximum monthly transit subsidy. Reimbursement to riders in a carpool will be \$4.00 per day (or \$2.00 per one-way trip) up to the maximum monthly transit subsidy. A carpool is defined as three or more persons, at least two of which must work in the same building as the Air District employee. Carpool reimbursement will be made on a monthly basis. No funding will be advanced by the Air District. In order to receive the carpool subsidy, the employee must certify to the HRD, no later than the 10th day of each month, the number of days carpooled during the previous month and the names of the persons who participated in the carpool. An employee that drives a vehicle as a carpool to commute to and from an Air District facility shall be provided with parking at no cost, subject to availability.
8. Electric Vehicle: Consistent with current practice, an employee who uses an electrical vehicle to commute to and from an Air District facility shall be provided with parking and have access to a re-charging station at no cost, including in parking garages the Air District contracts with, subject to availability. In no event is the Air District obliged to pay for additional parking or to reimburse employees for parking fees as a result of this paragraph.
9. Walking or Biking: Air District employees who walk or bicycle to work and live more than 1.0 mile from their work locations will be reimbursed up to \$5.00 per day (or \$2.50 per one-way trip). In order to receive the walking or biking subsidy, the employee must certify to the HRD, no later than the 10th day of each month, the number of days walking or biking during the previous month.
10. Parking passes associated with transit systems are subject to subsidy.
11. The amount of transit subsidy shall be increased by any increase(s) in the Internal Revenue Service limit for the duration of the contract.
12. Air District employees who have been assigned an Air District vehicle may be reimbursed for parking costs associated with keeping the vehicle at or nearby their place of residence. In any fiscal year, such reimbursements shall not exceed the annual cost of a San Francisco residential parking permit for passenger vehicles as of July 1 of that year (currently \$215).

SECTION 11.14

DEFERRED COMPENSATION

The Air District shall offer the opportunity to participate in an IRC Section 457 deferred compensation plan. This plan is designed to allow employees to invest a portion of their salary on a tax-deferred basis until such time as the employee withdraws the funds and/or after-tax (Roth) basis.

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

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

SECTION 11.15 EDUCATIONAL AND SKILLS ENHANCEMENT REIMBURSEMENT PROGRAMS

1. JOB-RELATED EDUCATIONAL PURSUITS

- A. The provisions of the “Job-Related Educational Pursuits” section will be applicable to an employee who applies for “Skills Enhancement Pursuits” and who takes an educational course or other skills enhancement course which is directly related to the employee's current position, but is not necessarily enrolled at an accredited college or university in an undergraduate or graduate degree program.
- B. “Year” is defined as fiscal year (July 1 through June 30).
- C. For the purposes of this section “Job-Related Educational Pursuits” is defined as education that either maintains or improves an employee's job skills as they relate to an employee's current position.
- D. To receive reimbursement, an employee must be enrolled at an accredited college or university in an undergraduate or graduate degree program, or in a certificate program; courses taken must contribute to progress towards the degree or certificate.
- E. To qualify for reimbursement under this Section 11.15, participation in certificate programs is subject to prior approval by the HRD. Reimbursement will be approved if the educational pursuit conforms with (A), (C) and (D) above, and there is sufficient funding pursuant to (F) below. Certificate programs in which an employee's participation will normally be granted shall include, but not be limited to,

environmental management certificate programs offered by the University of California or other colleges and universities as well as coursework leading to a professional license which relates to the work of the Air District (such as a Professional Engineer license).

- F. Each year, the Air District shall apportion an amount up to \$50,000.00 to allow for reimbursements of up to \$2,750.00 per permanent, non-probationary employee (working 50% or more) when they attend and successfully complete job-related educational courses or seminars. Such reimbursement will be paid upon proof of completion of any approved course. Employees wishing to take educational or other professional courses must obtain prior approval from the HRD before taking the course in order to be reimbursed. This program will be administered on a first-come, first-approved basis upon successful completion. Each July, the Air District will provide the Association a report summarizing (1) all requests for reimbursement and (2) all reimbursement approvals for the previous fiscal year.

2. SKILLS ENHANCEMENT PURSUITS

- A. For the purposes of this section “skills enhancement pursuits” is defined to include educational courses and other skills enhancement courses that may or may not be related to an employee’s current position, but reasonably relate to the Air District’s work in general and will enhance an employee’s skills and may allow for further advancement or promotion at the Air District.
- B. Each year, the Air District shall apportion an amount up to \$40,000.00 to allow for reimbursements of up to \$1,750.00 per permanent, non-probationary employee (working 50% or more) when they attend and successfully complete skills enhancement course. Such reimbursement will be paid upon proof of completion in any approved course. Employees wishing to take skills enhancement courses must obtain prior approval from the HRO before taking the course in order to be reimbursed. This program will be administered on a first-come, first-approved basis upon successful completion. Each July, the Air District will provide the Association a report summarizing (1) all requests for reimbursement and (2) all reimbursement approvals for the previous fiscal year.
- C. An employee may be reimbursed for courses necessary to attain a job-related degree.
- D. Reimbursement will be approved if the skills enhancement pursuit conforms with (A) and (C) above, and there is sufficient funding pursuant to (B) above.

3. REIMBURSEMENT

- A. Upon proof of completion of a course (grade “C” or better, “pass”, “credit” or other indication of satisfactory completion of the course) the Air District will reimburse the

employee for the course cost and related materials (required books, supplies, lab fees, etc.) up to the prescribed limit. An employee may be reimbursed for courses necessary to attain a job-related degree.

- B. The reimbursement for Job-Related Educational Pursuits or Skills Enhancement Pursuits whose course cost is all-inclusive, which includes either meals, lodging, entertainment, or special events, etc. shall be reduced by the reasonable costs of these non-course related items.

4. STUDENT LOAN REPAYMENT

Each year, the Air District shall apportion an amount up to \$50,000.00 to be used by permanent, non-probationary employee (working 50% or more) to repay student loans. To remain eligible, participating employees must continue to make minimum monthly payments to their loan servicer in addition to the assistance received under this program. Student loan assistance payments will be made in amounts of up to \$2,500.00 per year per participating employee. This program will be administered on a first-come, first-served basis. Each July, the Air District will provide the Association a report summarizing (1) all requests for student loan repayments and (2) all student loan repayments for the previous fiscal year.

SECTION 11.16 DEPENDENT CARE ASSISTANCE PLAN

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

SECTION 11.17 SOCIAL SECURITY REPLACEMENT BENEFITS

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

1. Special retirement and disability benefits under PERS.
2. Life insurance coverage for employees is as specified in the contracts. The contracts are available in the Human Resources Section.
3. A portion of long-term disability coverage at the level of 66 2/3% of monthly salary to a maximum benefit of \$6,500.
4. Qualified pension plan contribution of \$325.00. per month credited to each full-time regular employee's account. The \$325.00 monthly credit will commence the first full pay

period after ratification and approval of the MOU. The monthly equivalent from July 1, 2025 until payment commences after ratification and approval will be credited in a single lump sum within four (4) full pay periods after ratification and approval of the MOU. The monthly contribution for each subsequent fiscal year shall be adjusted by the change in the annual-average Bay Area CPI-W for the previous calendar year.

5. Effective with the ratification and approval of this MOU, Medicare Part B for employees that retire after July 1, 2000 up to a maximum total cost of \$50,000 per year for all covered retirees. However, employees that retire after July 1, 2011 shall only be entitled to be reimbursed for the standard Medicare Part B premium. Once the \$50,000 has been distributed by the Air District, an additional \$5,000 per calendar year shall be made available to reimburse the standard Medicare Part B premium for employees that retire after July 1, 2011.
6. PERS Long Term Care for Air District employees who previously elected to enroll in the PERS Long Term Care Program as paid for by the employee or should PERS reinstate this program or a program with an equivalent purpose, elects to enroll in the Program or its equivalent.

SECTION 11.18 HEALTH CARE SPENDING ACCOUNT

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

SECTION 11.19 GUARANTEED RIDE HOME

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

ARTICLE XII **LEAVE AND HOLIDAYS**

SECTION 12.01 ANNUAL LEAVE

1. An employee will earn annual leave credits at the rate of 3.69 hours per pay period (approximately one [1] day per month) for the first three (3) years of employment. Annual leave will accrue but cannot be taken until the successful completion of six (6) months' service.

2. An employee with more than three (3) and up to five (5) years of employment will earn annual leave at the rate of 4.64 hours per pay period (approximately 1-1/4 days per month).
3. An employee with more than five (5) and up to ten (10) years of employment will earn annual leave at the rate of 5.52 hours per day period (approximately 1-1/2 days per month).
4. An employee with more than ten (10) and up to twenty (20) years of employment will earn annual leave at the rate of 6.48 hours per pay period (approximately 1-3/4 days per month).
5. An employee with more than twenty (20) years and up to twenty-five (25) years of employment will earn annual leave at the rate of 7.69 hours per pay period (approximately 2 days per month).
6. An employee with twenty-five (25) or more years of employment will earn annual leave at the rate of 9.23 hours per pay period (approximately 2-1/2 days per month).
7. If an employee's annual leave accrual rate changes during a pay period, the new rate will be credited from the first day of that pay period.
8. Annual leave will normally be scheduled in advance with the employee's immediate supervisor, in consideration of the operating requirements of the section and the division. However, in an emergency situation, annual leave will be authorized so long as the employee's immediate supervisor is notified in advance. Any denial of annual leave to an employee who is within forty (40) hours of the cap will be reviewed by the DEO and DHR.
9. The maximum accumulation of annual leave will be five hundred and twenty-five (525) hours for calendar year 2026 and five hundred (500) hours for calendar year 2027 and thereafter. After reaching that limit, no further hours shall be accumulated until the employee reduces the balance below the respective cap. Employees who have accrued more than five hundred and twenty-five (525) hours prior to the ratification of this MOU, will have until January 09, 2027 to reduce their annual leave balance to the cap.
10. Use of annual leave, floating and holiday leave, compensatory time off (CTO), or any combination thereof of more than one hundred and sixty (160) consecutive hours must be scheduled and approved by the EO in advance.
11. For the purposes of determining the rate of annual leave, accumulated service within the Air District will be used less any time for leave of absence in excess of two (2) pay periods.

12. In 2026, an employee may exchange unused annual leave in excess of 160 hours up to a maximum of forty (40) hours for the equivalent amount in wages. Effective as of the first request form due by December 10, 2026 and thereafter, eligible employees who have in excess of 160 hours will have the opportunity to designate unused unaccrued vacation hours for sell back the following calendar year up to forty (40) hours. To be eligible for the vacation sell back program, the employee must submit a request form by December 10th of that calendar year, which will be paid out September 1 of the following calendar year, which ensures that the employee has accrued the amount of vacation (in that calendar year) they have identified in their irrevocable request.
13. An employee who is re-hired within five (5) years of their separation by the Air District as a permanent employee will accrue annual leave at the rate the employee was accruing at the time of separation.
14. If a holiday occurs during a continuous period of authorized annual leave, the holiday will not be counted as a day of annual leave.

SECTION 12.02 SICK LEAVE

1. **COVERAGE.** Sick leave is granted leave to cover authorized absence by an employee unable to work for any of the following reasons, and subject to documentary proof in the form of a medical certification from a licensed health care provider whenever absences exceed five (5) consecutive scheduled work days:
 - A. Personal injury or illness, pregnancy, childbirth, or pregnancy-related disability.
 - B. Exposure to contagious disease requiring quarantine.
 - C. When the employee is required to attend to a member of the immediate family for reason stated in (A) above, to a maximum of eighty (80) hours per calendar year, provided, however, that in the event of a catastrophic illness of an immediate family member, an employee may petition the EO or designee to use more than eighty (80) hours of accrued sick leave per year to care for that immediate family member.
 - D. For the purpose of this section, immediate family will include: mother, father, spouse, children, brother, sister, grandparents and grandchildren of the employee, domestic partners and relatives by marriage and relatives of domestic partners, including mother-, father-, brother-, sister-, son-, and daughter-in-law.
 - E. Appointments for dental, eye, and other medical examinations.
 - F. When an employee is required to be absent for purposes related to the birth, adoption or foster care placement of a child a maximum of eighty (80) hours per calendar year,

provided, however, an employee may petition the EO or designee to use more than eighty (80) hours of accrued sick leave per year for purposes related to the adoption of a child. Examples may include but are not limited to: appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; any periods of time the adoptive parents are ordered or required by the adoption agency or by the court to take time off from work to care for the adopted child; and any other activities necessary to allow the adoption to proceed. Employees must retain at least eighty (80) hours of sick leave after utilizing sick leave for purposes related to the birth, adoption, or foster care placement of a child.

2. ALLOWANCE. Employees will earn sick leave at the rate of 3.69 hours per pay period. There is no limit to the amount of sick leave that may be accumulated. Part-time employees will earn sick leave on a pro-rated basis. Employees are eligible to use sick leave as it is earned.
3. COORDINATION WITH STATE DISABILITY INSURANCE. At the employee's election, sick leave may be integrated with State Disability Insurance, Family Temporary Disability Insurance and Workers' Compensation Insurance as soon as eligibility for such benefits is established.
4. JOB-RELATED INJURY. Employees injured on the job and accepted for Workers' Compensation will not be required to use sick leave for the period from the 1st through the ninetieth (90th) calendar day. This period will begin the day following the date of injury or the date Workers' Compensation approved the absence from work, whichever date begins the absence from work. The period will apply only once per injury. The date of injury will be paid as a day worked for pay purposes.
5. HOLIDAY DURING A SICK LEAVE PERIOD. If a holiday occurs during a continuous period of authorized sick leave, the holiday will not be counted as a day of sick leave.
6. BLOOD DONATIONS. Employees may take up to two (2) hours to donate blood to the Air District's account or to a specific person's account to a maximum of twice a year without loss of sick leave credits. Such leave must be approved in advance by the employee's supervisor and consistent with Air District operating requirements.

SECTION 12.03 BEREAVEMENT LEAVE

1. When a death occurs in the immediate family of an employee, the employee may take twenty-four (24) consecutive work hours off, counting the day of the funeral, without loss of pay. An additional two (2) days of bereavement leave may be taken-nonconsecutively by members subject to the requirements of California Government Code 12945.7 on an unpaid basis or by using available annual or sick leave within three (3) months of the date of the family member's death.

2. If the employee is the family member required to make family arrangements for the funeral, burial, celebration of life or equivalent ceremony, the employee may take up to forty (40) work hours off without loss of pay to make such arrangements. Such time shall include all time for travel.
3. For the purpose of this Section, immediate family is defined the same as in Section 12.02(1)(D) above.

SECTION 12.04 MILITARY LEAVE

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

SECTION 12.05 JURY DUTY

Employees selected for jury duty shall be excused from work with pay for the hours required by such obligation provided they submit any jury fees received for such time to the Air District. The employee shall return to work whenever released during working hours and travel time allows except as provided in Section 9.01.5.

SECTION 12.06 SUBPOENA AS A WITNESS

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

SECTION 12.07 HOLIDAYS

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

New Year's Day	(First day of January)
King's Birthday	(Third Monday of January)
Lincoln's Birthday	(Twelfth day of February)
Washington's Birthday	(Third Monday of February)
Farmworkers' Day	(Thirty-first day of March)
Memorial Day	(Last Monday of May)
Juneteenth	(Nineteenth day of June)
Independence Day	(Fourth of July)
Labor Day	(First Monday of September)
Indigenous Peoples' Day	(Second Monday of October)
Veterans Day	(Eleventh day of November)
Thanksgiving Day	(Fourth Thursday of November)
Day After Thanksgiving	(Fourth Friday of November)

Christmas Day

(Twenty-fifth day of December)

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

SECTION 12.08

BENEVOLENT LEAVE FUND

1. The Benevolent Leave Fund is established for the use and donation by Air District employees. Any Air District employee (hereinafter referred to as "employee") may donate annual leave, sick leave, compensatory time off, or floating holiday, with the limitation noted in subsection A immediately below, to the Benevolent Leave Fund for the benefit of an employee who they themselves are or their eligible family member (i.e., spouse, registered domestic partner, child, sibling, grandparent, parent, parent-in-law, or person of whom the employee is a legal guardian) is catastrophically ill, injured, or suffering from long-term ailments and, in the case of an employee, unable to work for forty (40) consecutive working hours or longer. In order to donate leave, the following conditions apply:
 - A. Only accrued annual or sick leave, compensatory time, or floating holiday leave may be donated to the fund. Any employee may donate up to forty (40) hours of sick leave to the fund per fiscal year. Floating holiday leave that is donated will only be valid during the fiscal year in which it is accrued. Thus, if in a given fiscal year, an employee donates floating holiday leave and the leave is not used during that fiscal year, the donated leave will expire on the last day (June 30) of that fiscal year.

- B. To donate accrued leave to the fund, an employee must be eligible to accrue or use annual leave credit and cannot currently be using leave from the Benevolent Leave Fund.
 - C. To donate sick leave, an employee must have a sick leave balance of at least 200 hours.
 - D. Donated leave may be designated for a specific employee, or may be donated without designation. Floating holiday leave shall be used first. Other benevolent leave that is designated to a specific employee must be used in the sequence it was donated. If leave that is donated to a specific employee is not used within one hundred twenty (120) days, such leave will be added to the general benevolent leave fund.
 - E. Leave may be donated to the fund regardless of whether there is a qualified recipient.
 - F. Leave may not be sold, bartered or traded to another employee under any circumstances.
 - G. Once leave has been donated to the fund, that leave cannot be reclaimed by the employee making the donation unless and until that employee later becomes an eligible Fund recipient.
2. In order to be a fund recipient, the following conditions apply:
- A. The recipient or their eligible family member (as defined in Section 12.08, Subsection 1 above) must be catastrophically ill, injured or suffering from long-term ailments on an approved leave for medical purposes and must have on file with the Human Resources Division a medical verification from the employee or their eligible family member's personal physician that demonstrates that the recipient or the eligible family member is in fact catastrophically ill, injured or suffering from long-term ailments and, in the case of an employee, unable to work for at least forty (40) consecutive working hours or longer.
 - B. Upon written request from the Association Board of Directors, the Director of Human Resources shall provide to the Association the amount of leave in the Fund.
 - C. The recipient must have exhausted all forms of paid leave prior to using any benevolent leave. However, it is understood the employee will accrue all appropriate leaves during the time the Benevolent Leave Fund is in use and shall not be required to use such accrued leave during such time.
 - D. The recipient may not receive benevolent leave from the Fund in an amount which exceeds 100% of that employee's normally scheduled hours for any pay period.

- E. Unless leave has been specifically donated to the employee, employees may not use in excess of two hundred (200) hours annually of the Benevolent Leave Fund. If the leave has been specifically donated to the employee, the employee may not use in excess of four hundred and sixty (460) hours annually of benevolent leave donations. Requests to use in excess of four hundred and sixty (460) hours of benevolent leave in a year for an employee's own use must be approved by the EO or designee and such approval will not be unreasonably withheld. Any hours specifically donated to an employee in excess of what the employee may use will be returned to the donating employee(s).
- F. Written requests to use leave from the Fund shall be submitted to the DHR or designee.
- G. The DHR or designee shall provide a written response approving or denying the employee's request, or requesting more information within five (5) working days. If the request is denied, the DHR or designee shall state the reasons for denial in the written response.
- H. If a request to use leave from the fund is denied, the refusal may be appealed to the EO or designee. The EO's or designee decision shall be provided, in writing, to the employee within ten (10) calendar days from the date an appeal is submitted.

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

SECTION 12.09 TEMPORARY DISABILITY LEAVE

Subject to Article XVII, Section 2, the provisions of Division III, Section 11.4 of the Air District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference until the conclusion of the reopener on this section.

SECTION 12.10 FAMILY CARE LEAVE

Subject to Article XVII, Section 2, the provisions of Division III, Section 11.7 of the Air District's Administrative Code Personnel Policies and Procedures are incorporated herein and made a part hereof by this reference except as modified in 1 and 2 below, until the conclusion of the reopener on this section:

1. Each full-time employee is entitled to a maximum of four hundred eighty (480) hours of family care and medical leave during any twelve-(12-) month period. The twelve-(12-) month period is a rolling period looking backwards. Family care and medical leave can only be initiated by request of the employee. Prior to the request, time off taken on any type of paid leave will not be deducted from the family care and medical leave

entitlement. When medically necessary, leave may be taken on an intermittent basis or the employee may be authorized to work on a reduced schedule.

2. The Family Care Leave entitlement may consist of paid or unpaid leave. An employee who is taking family care and medical leave to care for an eligible family member must use all accrued annual leave and floating holiday, except for eighty (80) hours that may be retained or used at the employee's discretion, before unpaid leave may be taken. An employee who is taking family care and medical leave due to the employee's own serious medical condition is not required, but may choose to, use accrued annual leave and floating holiday.

SECTION 12.11 PREGNANCY DISABILITY LEAVE

Subject to Article XVII, Section 2, the provisions of Division III, Section 11.9 of the Air District's Administrative Code Personnel Policies and Procedures are incorporated herein, and made a part hereof by this reference, until the conclusion of the reopener on this section.

SECTION 12.12 LEAVE ACCRUAL - RETURNING FROM UNPAID LEAVE

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

SECTION 12.13 LEAVE WITHOUT PAY

Regular full-time or part-time and probationary employees may be granted a leave without pay for non-medical reasons. Such leave will be granted at the discretion of the DEO for leave up to eighty (80) hours, or by the EO or designee for periods longer than eighty (80) hours. An employee must exhaust float and compensatory time off balances to zero (0) and annual leave balance to eighty (80) hours before leave without pay will be granted.

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

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

service, and the employee is assured return to the same position, or to a comparable position in the same job classification and at the same pay grade.

SECTION 12.14 LEAVE OF ABSENCE

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

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

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

SECTION 12.15 PAID PARENTAL/FAMILIAL LEAVE (PPFL)

1. Employees may take up to one hundred-twenty (120) hours (or pro rata equivalent to the employee's normal workweek) of paid time off per twelve- (12-) month period for Paid Parental/Familial Leave (PPFL) upon birth, adoption, or placement of a foster child or to attend to an eligible family member (as defined 12.08, Subsection 1 above) who is seriously ill/injured or in need of long-term care. Within one hundred-twenty (120) days of ratification and approval of this MOU, the parties have agreed to meet to come to

agreement and finalize the details of the PPFL benefit applicable to EA members subject to the following principles of agreement:

- A. PPFL does not operate to extend any leave provided by state or federal law or by this MOU and, in those circumstances, operates as wage replacement;
 - B. PPFL does not operate to extend any other form of leave provided by the MOU, but may, subject to the parties' agreement on the details identified in subsection 2 below, be used in sequence with other forms of leave;
 - C. When using PPFL, time taken off will not be deducted from the employee's sick or vacation leave balances; and
 - D. All represented employees are eligible for PPFL (subject to the parties' agreement on the details identified in subsection 2 below) after completing their first ninety (90) days of service;
 - E. The parties will negotiate over the specific meaning of "seriously ill, injured, or in need of long-term care" for PPFL purposes, but agree that employees who are off work for eligible family members with FMLA/CFRA qualifying illnesses, injuries, and long-term care needs are covered by PPFL.
2. The parties will negotiate details, including but not limited to, eligibility requirements, nature of illnesses covered, nature of required documentation depending upon type of PPFL taken, request and approval processes, etc.

ARTICLE XIII ASSOCIATION ACTIVITIES

SECTION 13.01 COMMUNICATING WITH EMPLOYEES

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

SECTION 13.02 USE OF DISTRICT FACILITIES

- 3. The Association may use Air District meeting rooms provided they are available and there is no interruption of Air District work. The Association will submit its

requests to the Business Manager for the use of the rooms in advance. Meetings of the Air District take precedence over Association meetings. Security and clean-up will be the responsibility of the Association.

4. The Association may use the Air District's reproduction facilities at reasonable cost.
5. Materials to be reproduced will be submitted to the Business Manager for costing and scheduling, which will be without interruption of Air District business. The Air District will bill the Association monthly for costs incurred.
6. The Air District will provide the Association with office space providing there is available space.

SECTION 13.03 ASSOCIATION REPRESENTATIVES AT BOARD OF DIRECTOR MEETINGS

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

SECTION 13.04 ASSOCIATION REPRESENTATIVES

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

Any represented employee who has a grievance may request the assistance of a

representative in preparing and presenting the grievance.

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

ARTICLE XIV AVAILABILITY OF DISTRICT DOCUMENTS

SECTION 14.01 ADMINISTRATIVE CODE

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

SECTION 14.02 HEALTH INSURANCE PLANS

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

SECTION 14.03 PERSONNEL FILES

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

ARTICLE XV

PERSONNEL TRANSACTIONS AND RECORDS

SECTION 15.01 HIRING AND INITIAL ORIENTATION

Division III, Section 12.1 of the Air District's 2023 Administrative Code is incorporated herein, and made a part hereof by this reference.

SECTION 15.02 PERSONNEL AND MEDICAL FILES

Division III, Section 12.2 of the Air District's Administrative Code is incorporated herein, and made a part hereof by this reference.

SECTION 15.03 EMPLOYMENT RECORD VERIFICATION

Division III, Section 12.3 of the Air District's 2023 Administrative Code is incorporated herein, and made a part hereof by this reference.

SECTION 15.04 CLASSIFICATION SYSTEM

Division III, Section 12.4 of the Air District's 2023 Administrative Code is incorporated herein, and made a part hereof by this reference.

SECTION 15.05 REQUESTS FOR NEW EMPLOYEES

Division III, Section 12.5 of the Air District's 2023 Administrative Code is incorporated herein, and made a part hereof by this reference.

SECTION 15.06 PERSONNEL ACTION FORMS

Division III, Section 12.6 of the Air District's 2023 Administrative Code is incorporated herein, and made a part hereof by this reference.

ARTICLE XVI

METHOD OF FILLING VACANCIES

SECTION 16.01 PROCEDURES

1. TRANSFERS. A transfer is the process by which an employee can voluntarily move to an equivalent or lower-classified position (irrespective of classification series). Prior to initiating a recruitment, the Hiring Manager and HRD generally shall solicit transfer requests from bargaining unit employees by issuing a solicitation of interest to all regular hire Air District employees. Employees shall be given at least five (5) working days to submit their application/resume and a cover letter indicating interest in the transfer. For operational or business needs, the Division Director or DEO, with the approval of the

DHR, may elect not to solicit transfers prior to initiating a recruitment, which will be the exception to the general rule. The Air District will give written notice to the Association that it has elected not to solicit transfers.

Eligibility for a transfer requires employees to meet the minimum qualifications (MQs) for the position, to currently hold a position in the same or higher classified classification (irrespective of classification series), and not have had any discipline of One-Day Suspension or greater in the last twelve (12) months. The Hiring Manager, in consultation with the DHR, retains full discretion to determine whether to select a transfer applicant. Final transfer decisions will be forwarded to the HRD for processing. If an internal transfer applicant is not selected or the selected applicant declines the transfer, the Air District will launch a recruitment.

2. UNDERFILL. For the term of this MOU only, prior to initiating a recruitment, the Hiring Manager, in consultation with DHR and with approval from the EO, may choose to underfill a position for up to six (6) months with a lower classification within the same classification series to allow for recruitment flexibility and professional development opportunities for less experienced staff. The following conditions must be met in order for a position to be underfilled:
 - A. No employee in the Division/Office in the classification in the same series immediately below the vacancy to be underfilled is qualified to fill the vacant position.
 - B. At least one (1) interested employee in the Division/Office in the classification in the same series immediately below the vacancy to be underfilled will be qualified to fill the vacant position at the end of the underfill period.
 - C. At the end of the underfill period, if there are two (2) or more interested and qualified employees, consistent with 2.b. above, then the Air District will run a recruitment between only those individuals and will fill the position with one of those employees.
 - D. If 25% or more of the underfilled position (i.e., the higher-classified position) will be performed during the underfill period, it may only be performed by a represented employee in a Temporary or Acting Assignment.
3. ANNOUNCEMENT PROCEDURE. When a bargaining unit position is vacant and after the completion of the transfer process, if any, the HRD will prepare and electronically post a job announcement. Recruitments may be “Open” (internal and external applicants) or “Internal” (Air District applicants only). The job announcement will be open for a minimum of five (5) working days and will include the opening date, required MQs, position responsibilities, examples of duties and a general description of the selection procedures.
4. REVIEW OF JOB ASSIGNMENT(S) AND CLASSIFICATION SPECIFICATIONS. Prior to initiating a recruitment (excluding transfers), the Hiring Manager shall have the right to make job assignment changes within the classification and must review the

applicable classification specification of the vacant position. The most relevant duties and functions for the vacant position shall be emphasized (e.g., in bold) in the job announcement. A working title, which is a descriptive word or phrase that better reflects the nature of the position, may be used in the job announcement. The title of all job announcements will include the classification specification title.

5. APPLICATION. Applicants who wish to be considered for the position will submit a completed application form to the HRD on or before the filing deadline specified in the announcement.
6. MINIMUM QUALIFICATIONS (MQs). MQs include, but are not limited to, education, experience, knowledge, skills, abilities as stated in the classification specification and included in the job announcement. Equivalent combinations of relevant education, certification, and/or experience may be considered by the HRD.

The HRD shall determine if the applicants meet the MQs of the position. The HRD shall inform each applicant in writing if they do not meet the MQs for the position. The HRD may reject any application if the applicant does not possess the MQs required for the position, or for other justifiable reasons. The HRD shall inform any disqualified bargaining unit applicant in writing of the specific reasons for the disqualification and their rights to appeal the HRD's decision.

7. CONSIDERATION OF DISCIPLINE OR PERFORMANCE EVALUATION. The Air District may consider an Air District employee's disciplinary or Performance Evaluation history as part of the process of filling vacancies, provided that the impact of such history be documented in writing as part of the hiring record.
8. VACANCY. A vacancy is a position in which there is no incumbent and no employee has a right to the position. A position is vacant when the position is newly-created, the incumbent terminates, the incumbent is on a Leave of Absence or the incumbent has been demoted from the position. A position is not vacant if the incumbent is on Sick Leave, Annual Leave, Bereavement Leave, Temporary Disability including Pregnancy Disability Leave, Family Care Leave, Paid Parental and Family Leave, Administrative Leave, Workers' Compensation, Leave Without Pay or any other circumstances determined by the EO.
9. ORDER OF FILLING VACANCIES.
 - A. FIRST PRIORITY. Reinstatement from Layoff, return from Leave of Absence granted for medical reasons. To fill a vacancy in the first priority category, the HRD will submit the names of all qualified applicants to the Hiring Manager.

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

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

10. **MINIMUM QUALIFICATIONS DISQUALIFICATION APPEAL.** The bargaining unit applicant shall have the right to appeal the HRD's decision.

To initiate the appeal, the bargaining unit applicant must submit a written request to the HRD within five (5) working days from the receipt of the disqualification notice. The purpose of the appeal is to allow the applicant to present additional evidence of qualifications to the HRD that may not have been considered or clearly articulated/understood in the original application materials.

Upon receipt of the appeal and prior to the commencement of the next phase of the recruitment process, the HRD shall promptly schedule a consultation meeting with the applicant. During this consultation, the applicant will have the opportunity to explain why they believe they meet the MQs and may submit any supplemental documentation to support their appeal. The applicant may have an EA representative at this meeting.

The HRD shall review the additional information with the Hiring Manager. The Hiring Manager's role in the appeal process is to provide insight regarding the relevance and sufficiency of the applicant's qualifications in relation to the job duties of the specific vacancy. After consultation with the Hiring Manager, the HRD shall have the final decision in determining whether a bargaining unit applicant meets the MQs for the bargaining unit vacancy, which is to ensure consistency, neutrality, and adherence to the established standards across all recruitments. Once a determination is made, the HRD shall notify the applicant in writing and will clearly state the reasons for any denial in the written response within five (5) working days. If the appeal is upheld, the applicant shall be allowed to continue in the recruitment process at the stage corresponding to their placement had they not been disqualified. If the appeal is denied, the applicant will be deemed ineligible for further participation in that recruitment. Appeals are limited to whether the applicant meets the published MQs and not other factors such as interview performance, scoring outcomes, or hiring selection.

11. **QUALIFIED APPLICANT POOL - PROCEDURE.** The recruitment and selection process for filling a bargaining unit vacancy shall follow a structured, merit-based framework to ensure a fair and competitive process. The steps outlined below apply to both internal and external applicants who meet the MQs. No internal applicant shall

receive preference except as specified in this Article. The Qualified Applicant Pool shall be developed through the following process:

- A. Step A: Application Screening Panel and Eligibility List - A panel of two (2) or more Air District employees chosen by the Hiring Manager and HRD shall screen those applicants who meet the MQs for the bargaining unit vacancy to establish an eligibility list comprised of applicants that meet the screening criteria (i.e., achieve a passing score on the screening methods). The HRD will not be a member of the screening panel. The HRD shall ensure that the panelists occupy a position in a job classification, which is equal to or higher than that of the job to be filled. The Hiring Manager, in consultation with the HRD, shall establish the screening methods. The screening methods may include a practical test, a written examination, a review of the responses to the application materials and supplemental application questions, one-way video/recording platforms (e.g., SparkHire and comparable one-way platforms) for additional questions, provided that the Air District shall provide the Association sixty (60) days' notice, an opportunity to meet and discuss before beginning the use of any such platform other than SparkHire, and/or any combination of these screening methods deemed appropriate for the position by the Hiring Manager and HRD. The Screening Panel shall score the applicants consistent with a written predetermined scoring methodology approved by the HRD that associates qualification and or responses with a score by designating the number of points each qualification or response contributes to the overall score and a minimum score required to potentially move to the Panel Interviews. The scoring of each applicant must be done by the Screening Panel not by Artificial Intelligence or other automated systems (AI) and based on the Screening Panel's review of the applicant's actual responses to the screening methods, not an AI summary. As a result of the screening, all applicants will be given a score based on that pre-determined scale. If the Hiring Manager has opted for an examination, then the HRD shall administer the examination to all of the applicants under the same conditions. The HRD or the Screening Panel shall score the examinations with the predetermined scoring criteria. The examination will be scored blindly. Those candidates that have met the passing score based on the pre-determined criteria will be placed on the "Eligibility List" for the recruitment, which may be used for up to twelve (12) months from the establishment of the list for subsequent recruitments for the same classification. An unexhausted Eligibility List may be extended for up to six (6) months. Declining an interview does not remove an individual from the Eligibility List.

In an Open recruitment, the four (4) highest scoring bargaining unit applicants in the top ten (10) scoring applicants in Step A with a passing score shall go to Step C (skipping Step B) and shall be added to the eligibility list. In an Internal recruitment, if there are five (5) or fewer qualified applicants, all applicants with a passing score shall go to Step C (skipping Step B).

- B. Step B Panel Interviews - A panel of three (3) Air District employees chosen and facilitated by the HRD with input from the Hiring Manager, giving due consideration to the necessities of the job being filled, shall interview only the applicants with a passing score from Step A first or who are on the Eligibility List. It is up to the Hiring Manager and HRD to determine how many of those passing candidates to interview, ensuring that they select candidates to interview in the order in which they are listed on the Eligibility List which was determined by their scores from Step A. The HRD shall ensure that all of the panelists occupy a position in a job classification which is equal to or higher than that of the job to be filled. The HRD shall ensure that at least one (1) of the panelists shall be a representative from the Division where the vacancy exists, and at least one (1) of the panelists shall be a representative from a different Division. The HRD may choose one (1) panel member from outside the Air District who possesses expertise in the area of the vacant position. The HRD shall ensure that applicants are notified in writing of potential interview dates at least three (3) working days prior to the first interview date. Before the Panel Interviews, the Hiring Manager and the HRD will develop the interview questions and written rating criteria that associates responses with a score by designating the number of points each response contributes to the overall score and a minimum score to move to the Hiring Interview. A representative of the HRD will facilitate the interview process, however, that person will not be a member of the panel.
- C. Step C: Hiring Interviews - The Hiring Manager, along with at least one (1) other individual who is of a higher classification than the classification being interviewed for, and in the presence of the HRD, will interview each of the candidates that the Step B Panel Interview process moved forward, including any represented employees who skipped Step B. The HRD shall ensure that applicants are notified in writing of the potential interview dates at least three (3) working days prior to the first interview date. Prior to the Hiring Interviews, the Hiring Manager and the HRD will develop the interview questions and written scoring criteria that will associate qualifications and/or responses with a score by designating the number of points each qualification or response contributes to the overall score. The weighting of such scores may take into account the Air District's operational needs and strategic goals of the unit or Division. The Hiring Manager and the other Panel Member(s) shall first ask the predetermined interview questions of every applicant and evaluate the applicants based on the predetermined selection criteria. Based on the answers to the prepared questions, the Hiring Manager and the Panel Member(s) may pursue further lines of inquiry, which will draw out further information about the applicant's qualifications or abilities that relate to the vacant position. The Hiring Manager and the Panel Member(s) shall document in writing the extent to which each applicant possesses the desirable qualifications. The Hiring Manager and the Panel Member(s) shall score each applicant consistent with the scoring criteria. The Hiring Manager shall review the scoring of each applicant with the HRD. At the conclusion of these interviews and prior to making their final decision, the Hiring Manager may reach out to members of the earlier Panel Interview to ask for their input on each of the candidates

that moved forward from the Step B Panel Interview which the Hiring Manager shall reduce to writing, identifying the Panel Member and their specific input provided regarding each applicant. The Hiring Manager and the Step C Panel Member(s) shall forward their scoring sheets, notes and recommendations of the selected applicant(s) to fill the vacancy(ies) to the HRD.

D. Step D: Hiring Recommendation

Upon completion of the Step C Hiring Interviews, the Hiring Manager shall make a preliminary hiring recommendation based on (1) Final Step C Hiring Interview scores and written evaluations from the Hiring Panel Members, (2) additional input provided by the Step B Panel Members, the results of which shall be documented in writing by the Hiring Manager, and (3) Reference checks (internal and external) and review of personnel file (internal) the results of which shall be documented in writing by the Hiring Manager.

The Hiring Manager shall prepare a written recommendation and submit all supporting documentation-including scoring sheets, interview notes and justification to the HRD for review and certification.

The HRD shall:

- (1) Verify that the selection process adhered to the established procedures;
- (2) Confirm that the scoring and documentation support the hiring recommendation;
and
- (3) Certify the recruitment process as compliant with the procedures above or identify deficiencies in complying with that procedure.

Only after the HRD certification will the hiring recommendation be submitted to the Executive Officer (EO) for final approval. If the HRD does not certify the process, it shall not move forward. The HRD shall take corrective action by re-administering the non-compliant stages of the recruitment process and any following stages.

If the EO does not approve the recommendation, the Hiring Manager may submit the next highest ranked candidate, or may re-open the recruitment with the approval of the DHR. If the next ranked highest candidate who made it to Step C is not submitted, the Hiring Manager shall document their reasoning in writing. Any determination not to approve the Hiring Manager's recommendation shall be in writing and shall provide a detailed explanation of the reasons for the determination.

Once the EO has approved the selection:

- (1) The HRD shall notify the selected candidate;
- (2) Unsuccessful candidates shall be notified in writing; and
- (3) Upon request, the Hiring Manager shall, in consultation with HRD, provide specific, constructive feedback which may be in writing to the unsuccessful internal candidates.

E. Use of Active Eligibility List for Vacancies in the Same Classification

When a vacancy in the same classification as a previous recruitment occurs, applicants on an active Eligibility List will automatically go to appropriate step after Step A if they want to participate in a new recruitment or the Air District may utilize an active eligibility list in lieu of opening a new recruitment. An active eligibility list consists of applicants who have successfully completed Step A (Applicant Screening Panel) in a prior recruitment and were placed on the Eligibility List. The Hiring Manager, in consultation with the HRD, may choose to resume the hiring process for the new vacancy starting at:

- (1) Step B (Panel Interview) or
- (2) Step C (Hiring Interview) if the applicants have already completed a panel interview in the previous recruitment with a score sufficient to move to Step C.

In such cases, the Hiring Manager may review previously interviewed candidates and, if appropriate, make a new hiring recommendation from that pool, subject to the same review, certification, and approval procedures outlined in the Hiring Interviews and Hiring Recommendations sections above.

Eligibility lists shall remain active for up to twelve (12) months from the date the establishment of the list. Candidates on an active list may be contacted for future openings in the same classification during this period.

Use of the eligibility list in lieu of a new recruitment is at the discretion of the Air District. No candidate on an eligibility list is guaranteed appointment to a new position.

- F. A bargaining unit employee or the Association has the right to file a grievance if the procedures of this Article are not followed when there are bargaining unit employees in the applicant pool. Matters that are not procedural, including the hiring decision, are not grievable.
- G. The Hiring Record is the entire record of any hiring decision. The Hiring Record shall include, from each step as applicable, the screening criteria, the applicants' responses to the screening methods, the questions used to interview applicants, the scoring criteria, applicants' scores, the identities of the Hiring Manager and Panelists, the written documentation to the extent to which each applicant possesses the minimum and desirable qualifications, any written determination not to approve the Hiring Manager's recommendation, and any correspondence concerning the decision to hire or not hire a specific applicant from any interviewer, the Hiring Manager, or from any other manager in the chain of command, and any other written record expressly required by this Article. The Hiring Record shall not include draft documents, email correspondence or notes generated during the development stage of

the recruitment process or other preliminary documents. For the avoidance of doubt, any correspondence about the decision to hire or to not hire a specific candidate is considered part of the Hiring Record. The Hiring Record shall be made available to the EA upon request.

H. Allegations of discrimination under this Article cannot be grieved.

SECTION 16.02 CONTRACTING OUT

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

1. Temporary Employees

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

- A. Concurrently with the Air District's recruitment for one (1) or more bargaining unit vacancies, commencing at the time of Air District authorization of the recruitment and ending within sixty (60) days of a permanent appointment.
- B. Limited term assignments that cannot be adequately performed by bargaining unit employees. "Adequately performed" shall refer to the current skill set of existing Air District staff, the time required to perform the work or project delivery deadlines. A "limited term assignment" refers to a specific project of limited duration or for a specific period of time, which is expected to terminate at the conclusion thereof.
- C. While an incumbent normally filling that position is on approved leave or is on a temporary assignment.
- D. In order to meet short term needs, including emergency situations. An "emergency situation" shall refer to an unforeseen or uncontrollable situation that arises and is beyond the control of Air District management.

After June 30, 2023, and in the absence of a subsequently negotiated limit, the total number of hours allowable shall revert to 17,000 annually or 3.8% of the total number of filled EA positions, whichever is greater. The total number of filled positions shall be determined by calculating the average (mean) number of filled EA positions on the most recent November 1 and March 1. Filled EA positions shall include both full-time and part-time. Each part-time EA position shall be calculated as 0.75 of a full-time EA position. Should this hours' limitation provision continue, the date upon which filled EA represented positions shall be

calculated will continue to be the average (mean) number of filled EA positions on the most recent November 1 and March 1.

The Air District shall provide the EA with written notice of new temporary employees on a quarterly basis. The notice shall include the following information: temporary employee's name, specific reason for the hire, hiring date, classification, and division, total hours worked, which subsection the employee is hired under, and if hired under Subsection B, the specific assignment and anticipated length of service.

After July 1, 2025, the Air District shall provide notice when it reaches 13,000 hours of usage of temporary employees in any fiscal year.

2. Contractors

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

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

3. Representation

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

SECTION 16.03 INTERN AND FELLOWS PROGRAM

The Air District operates an Intern and Fellows Program.

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

The total number of hours combined in the College and High School Internship programs shall not exceed 12,000 on an annual basis (fiscal year).

1. PART A: COLLEGE INTERNS

- A. The EA and the Air District shall mutually establish College Intern Program guidelines and College Intern classifications. The Air District shall have the right to

determine where Interns are assigned. The Air District agrees Interns shall perform work consistent with the class specification only.

- B. The Air District has the right to determine the number of College Interns to use in this Program.
- C. The Air District has the right to determine each College Intern's work schedule. The Air District shall be allowed to assign intermittent, part-time or full-time work schedules to College Interns. College Interns shall not be assigned work in excess of 40 hours in a workweek. College Interns are subject to the Fair Labor Standards Act (FLSA).
- D. The Air District shall report to the EA in writing the names, classifications, cumulative hours of work on a quarterly basis.
- E. College Interns shall not be eligible to become members of the EA and are not covered by the MOU.
- F. The hourly pay rate for College Interns shall be equivalent to that of Step A of the lowest-paid, filled bargaining unit classification.

2. PART B: HIGH SCHOOL INTERNS

- A. The EA and the Air District have established the High School Intern Program guidelines and the High School Intern classification. The Air District shall have the right to determine where High School Interns are assigned. The Air District agrees High School Interns shall perform work consistent with the class specification only.
- B. The Air District has the right to determine the number of High School Interns to use in this Program.
- C. The Air District has the right to determine each High School Intern's work schedule. The Air District shall be allowed to assign intermittent, part-time or full-time work schedules to High School Interns. High School Interns shall not be assigned work in excess of 40 hours in a workweek. High School Interns are subject to FLSA. High School Interns shall not be eligible to perform work done by regular employees as an overtime assignment that includes but not limited to, home and garden shows, county fairs, lawn mower exchange programs, wood stove exchange programs, ethnic celebrations and earth day fairs unless first offered to Air District employees and none are able or willing to do the assignment.
- D. The Air District shall report to the EA in writing the names, classifications, cumulative hours of work on a quarterly basis.

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

3. PART C: FELLOWS

The Air District may sponsor Fellows through a bona fide educational institution, public agency, or non-profit organization, or hire Fellows through the Air District Environmental Justice Fellowship (EJF) program to perform work consistent with the program to which they are assigned.

- A. The Air District shall have the right to determine where the Fellows are assigned.
- B. The Air District has the right to determine the number of non-EJ Fellows. The total hours for non-EJ Fellows in any year shall not exceed 6240 hours.
- C. The EJF program shall be comprised of two (2) two- (2) year cohorts only. The first cohort of the program (FY 26/27) shall be up to ten (10) Fellows, and the second cohort (FY 27/28) shall be up to fifteen (15) Fellows. The EJ Fellows shall be: (1) early-career individuals with no more than two (2) years of full-time equivalent, relevant work experience or (2) individuals who received their undergraduate degree no more than two (2) years prior to the start of their Fellowship. EJ Fellows shall remain in the program for no more than two (2) years.
- D. The Air District has the right to determine each Fellow's work schedule. The Air District shall be allowed to assign intermittent, part-time, or full-time work schedules to Fellows. Fellows shall not be assigned in excess of forty (40) hours in a workweek.
- E. The Air District shall report to the EA in writing the names and cumulative hours of work on a quarterly basis.
- F. Fellows shall not be eligible to become members of the EA and are not covered by the MOU.
- G. The pay rate for non-EJ Fellows shall be determined by the sponsoring educational institution, public agency, or nonprofit organization. The pay rate for EJ Fellows who have an undergraduate degree shall be the pay rate of the lowest-compensated bargaining unit classification in the Division to which they are assigned that requires an undergraduate degree or an equivalent combination of education and experience. The pay rate for EJ Fellows who do not yet have an undergraduate degree shall be the

pay-rate of the lowest compensated bargaining unit classification in the Division to which they are assigned.

4. PART D: VIOLATIONS OF THIS AGREEMENT

If the EA believes this Article is being violated (for matters that are grievable), the President or designee shall request a meeting with the DHR or designee to review concerns. The meeting shall be held within five (5) working days of the request. In the event matters are not resolved to the EA's satisfaction, at the sole discretion of the EA, the EA may move any alleged violation of this Agreement to binding arbitration, beginning at Section 4.09 of the MOU.

5. PART E: LAYOFFS AND BUMPING

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

6. PART F: MISCELLANEOUS

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

SECTION 16.04 GENERAL LIMITED-TERM CONTRACT EMPLOYEES

1. A category of limited term appointments shall be established to perform work necessitated by grant programs or to backfill vacancies created when Air District employees accept such limited term appointments except for five (5) fixed-term (three [3]-year) "Limited Term Contract Employee" (LTCE) positions total that may be used as approved by the Board on June 5, 2024 and June 4, 2025. These five (5) fixed-term LTCE positions are still subject to the funding requirements below.
 - A. From a funding perspective, LTCE is defined as contract employment that is paid for through grant funding or other designated funds not part of the Air District's ongoing general fund budget. LTCE appointments shall not exceed the duration of the designated funding source. The LTCE's offer letter or the written contract, if any, shall be signed by the Air District and LTCEs specifying the duration of the contract employment and the funding source(s). The duration of the contract employment may be extended when the funding source(s) is extended. The Air District will provide the Association with a copy of each contract/offer letter including the associated class specification.

- B. When the designated funding source terminates, either for an individual position or the program, LTCE positions will be terminated accordingly.
 - C. For the period during which this MOU is in effect ending July 1, 2028, the total number of LTCEs shall not exceed 24.
 - D. LTCE positions shall not be compensated greater than the established salary ranges associated with corresponding bargaining unit class specifications and shall not receive a level of benefit greater than the negotiated benefits conferred upon bargaining unit employees in this MOU.
 - E. LTCE positions are neither represented by the Association nor subject to or governed by this MOU except as provided in this Article.
 - F. LTCEs shall not supervise bargaining unit employees but may serve as project leads and direct the work of bargaining unit employees for those specific projects.
 - G. This agreement is not intended to prohibit the Air District from hiring full-time regular employees for any purpose, nor is it intended to allow the Air District to assign LTCEs duties that are unrelated to the identified limited term funding sources pre-designated in their employment contracts.
2. For LTCE appointments only, a separate promotional recruitment process may run concurrently with an Open recruitment process.
- A. The Association waives Article 16.01 Sections 8 A, B and C of the MOU for these LTCE appointments only.
 - B. Qualified regular full-time employees shall be considered prior to consideration of candidates from an open recruitment.

SECTION 16.05

PERMITTING BACKLOG REDUCTION LTCEs

Purpose and Scope

The Air District will create and utilize a team of employees to address and reduce the Air District's permitting backlog (Backlog Team) during the three- (3) year period following ratification and approval of this MOU. The Air District may hire up to fifteen (15) LTCEs in any non-supervisory classification and one (1) supervisory position (subject to the restrictions below) during that period to facilitate the program. These LTCEs will be used to perform project-specific work necessary to accomplish the Permitting Backlog Reduction Plan or to back-fill temporarily the positions of permanent Air District employees who accept a position on the Backlog Team as described below.

Backlog Team Supervision

The Backlog Team may include one (1) supervisory position which must be filled with a permanent Air District employee if there is an interested and qualified Air District employee unless all interested and qualified Air District employees do not take the position. The Backlog Team supervisory position may be filled with an LTCE if there is no interested or qualified Air District employee who takes the position.

If the Backlog Team supervisory position is filled with a permanent Air District employee in a supervisory position, that employee's position must be backfilled with another permanent Air District employee in an acting assignment (which may last the length of the permanent employee's Backlog Team appointment) if there is an interested and qualified Air District employee unless all interested and qualified Air District employees do not take the acting assignment. It may be backfilled with an LTCE if there is no Air District employee who is interested and qualified for the acting assignment who takes the acting assignment.

New LTCE positions, while not serving in a supervisory position (except in the event the supervisory position is filled from the outside subject to this subsection), may serve as project lead and direct the work of bargaining unit employees for those projects consistent with 16.04(1)(F) and their classification specification.

Rights for Permanent Employees

Permanent Air District employees accepting Backlog Team appointments under this Section shall remain as bargaining unit employees under this MOU with all related rights and benefits and the right to return to their permanent position upon completion of the Backlog Team assignment. The fifteen (15) LTCEs available to the Air District under this section may be utilized to backfill nonsupervisory positions (except as specified above) vacated by permanent Air District employees accepting Backlog Team appointments under this section.

Acting Assignments

Permanent Air District employees selected to serve on the Backlog Team during the three- (3) year period following ratification and approval of this MOU, may have their positions backfilled through an acting assignment in accordance with Section 7.13 of this MOU.

Non-Competitive Appointment Eligibility

LTCEs who are not permanent Air District employees may be considered for non-competitive appointments to a permanent vacant AQE I/II position during the term of their LTCE appointment, provided that:

1. The employee meets the MQs for the position and has served at least one (1) year in the same classification while an LTCE; and
2. The employee has no active Performance Improvement Plan or pending /current disciplinary action.

LTCEs non-competitively appointed to a permanent AQE I/II position after meeting the criteria above, do not have to serve a probationary period.

Dues Payment to the Association

For each LTCE hired under this Section, the Air District will pay the Employees' Association an amount equivalent to the dues that would have been paid if the LTCE were a member of the bargaining unit. Dues payments to the Association shall be calculated on a pay period basis, prorated for any partial pay period of LTCE service.

Consideration of Current Employees

Qualified regular full-time employees shall be considered prior to external candidates for Backlog Team appointments under this Section.

Sunset Date

The authority to appoint up to fifteen (15) LTCEs under this Section shall expire at the conclusion of the three- (3) year period following ratification and approval of this MOU, and all such appointments shall end no later than that date, unless extended by mutual agreement between the Air District and the Association.

SECTION 16.06 EMPLOYEE APPRECIATION, RECOGNITION AND RETENTION PROGRAM

The Air District will convene a Joint Committee, composed of an equal number of EA-represented and non-represented employees, to provide input and recommendations for program development. The committee shall meet during working hours, initially within one hundred eighty (180) days of MOU ratification and approval and monthly thereafter, or as needed.

The purpose of the Committee shall be to support the development of an Employee Appreciation, Recognition, and Retention Program that aligns with the Air District's 2024-2029 Strategic Plan, particularly the "Recognize Employees" goal, which calls for implementing a meaningful employee achievement appreciation and recognition program. Specifically, the Committee shall:

1. Identify opportunities to promote a culture of recognition that celebrates employee contributions, commitment, and accomplishments across all levels of the organization.
2. Develop recommendations that foster employee engagement and morale through consistent, equitable, and inclusive recognition practices.
3. Explore methods for recognizing excellence in performance, innovation, teamwork, and leadership, including both monetary and non-monetary incentives.
4. Provide input on tools, criteria, and communication strategies that enhance the visibility and impact of recognition efforts.

The Air District will provide the EA with the final draft of policies, staffing plans, and implementation frameworks for review and comment ninety (90) days prior to adoption. The EA

will provide comments within thirty (30) days of receiving the final drafts. Final determination regarding the policy development, design, implementation, and continuation of any program - including the authority to approve, modify, or reject recommendations - shall rest solely with the Executive Officer or their designee, at their discretion. Only the timelines and composition of the Joint Committee are grievable or arbitrable.

ARTICLE XVII MEMORANDUM OF UNDERSTANDING

SECTION 17.01 ENTIRE AGREEMENT

It is the intent of the parties hereto that the provisions of this MOU supersede all previous agreements between the parties, including Memoranda of Agreement (MOAs) and Side Letters.

This MOU supersedes any and all other statements of policy or procedure established by this Air District insofar as such provisions relate directly to the matters specifically addressed in this MOU. Matters not the subject to bilateral agreement through this MOU remain in full force and effect.

SECTION 17.02 REOPENERS REGARDING 2023 ADMINISTRATIVE CODE REFERENCES AND CONTINUED POST-IMPLEMENTATION DISCUSSIONS REGARDING THE NEW ADMINISTRATIVE CODE AND PERSONNEL POLICIES & OTHER MUTUAL OBLIGATIONS

The Air District has revised and significantly reduced its Administrative Code and is currently in the process of creating and implementing Personnel Policies which govern unrepresented employees and Association-represented employees subject to the following. Subject to the MMBA, the parties will continue to meet and confer over (1) how the 2023 Administrative Code will be addressed between the parties and (2) the implementation of the Personnel Policies and the application of the portions of the new Administrative Code that affect the wages, hours, and terms and conditions of employment of the represented employees.

After ratification and approval of this MOU, the parties will also reopen and continue to meet and confer over the provisions of the MOU that refer to the 2023 Administrative Code only. Subject to mutual agreement, the references to the 2023 Administrative Code will be deleted and replaced with, one of the following (1) updated references to the new Administrative Code or the corresponding Personnel Policy, or (2) new language regarding the 2023 Administrative Code subject matter which will be executed in a side letter. At the conclusion of the reopener, there will no longer be any references to the 2023 Administrative Code in the MOU. Any portion of the new Administrative Code or Personnel Policy referred to in the MOU may not be changed as to its application to Association-represented employees except by mutual agreement of the parties.

The reopener will not include providing a greater or reduced economic benefit, wage, or compensation. No other changes shall be made to any other provision of the MOU as a result of the reopeners.

Except as provided in this section, during the term of this MOU, no new provision or amendment to any Personnel Policy or the Administrative Code applicable to the EA not in accord with this MOU shall be adopted and/or implemented by the Air District without mutual agreement of the parties following meet and confer with bargaining representatives.

Except as provided in this section, during the term of this MOU, no change which directly affects wages, hours, terms or conditions of employment of employees covered by this MOU shall be adopted and/or implemented by the Air District without mutual agreement of the parties following meet and confer with bargaining representatives. Mutual agreement under this paragraph shall not be unreasonably withheld by the EA. Pursuant to this paragraph, both parties agree to meet regularly and in good faith to expedite reaching mutual agreement.

SECTION 17.03 SEVERABILITY

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

SECTION 17.04 INTERIM BARGAINING

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

ARTICLE XVIII **INTERIM ADJUSTMENTS**

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

ARTICLE XIX **SAVINGS PROVISION**

Should any provision of this Agreement be found to be in contravention of any Federal or State law, or by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise canceled or amended by mutual agreement of the parties. In the event that any

provision shall be held unlawful and unenforceable by any court of competent jurisdiction, the parties agree to meet forthwith for the purpose of renegotiating such provision in an attempt to reach a valid agreement.

ARTICLE XX TERM OF AGREEMENT

The Air District and the Association agree that the term of this Agreement shall commence July 1, 2025 and expire at midnight on June 30, 2028. At least one hundred and fifty (150) days prior to the expiration of this MOU the parties shall commence negotiation for a successor MOU.