SOUTH COAST AIR QUALITY

MANAGEMENT DISTRICT

MEMORANDUM

OF

UNDERSTANDING

PROFESSIONAL UNIT

January 1, 2015 – December 31, 2017

TABLE OF CONTENTS

		Page
Article 1	Recognition	1
Article 2	Nondiscrimination	2
Article 3	Salaries	2
Article 4	Working Out-of-Class	2
Article 5	Work Week	3
Article 6	Overtime (Compensatory Time)	3
Article 7	Overtime (Paid Overtime)	5
Article 8	Differential for Night Service	5
Article 9	Standby Pay	6
Article 10	Call-Back Pay	6
Article 11	Mileage Allowance	7
Article 12	Travel Expenses	9
Article 13	Hazard Pay	9
Article 14	Holidays	10
Article 15	Vacations	11
Article 16	Fringe Benefit Administration	14
Article 17	Group Insurance	15
Article 18	State Disability Insurance	17
Article 19	Deferred Compensation	17
Article 20	IRS Section 125 Program	18
Article 21	Retirement	18
Article 22	Leaves of Absence for Sickness or Injury	21
Article 23	Other Leaves of Absence	30
Article 24	Restoration of Salary or Earned Paid Leaves of Absence	33
Article 25	Safety and Health	33
Article 26	Employee Parking	34
Article 27	Training	34
Article 28	Employee Paychecks	35
Article 29	AQMD Rights	36
Article 30	Employee Organizational Rights and Responsibility	38

i

Article 31	Employee List	38
Article 32	Union Visitation Rights	38
Article 33	Bulletin Boards	39
Article 34	Stewards	40
Article 35	No Strike-No Lockout Provision	41
Article 36	Grievance, Disciplinary Appeal, and Hearing Officer Procedures	42
Article 37	Sole and Entire MOU	51
Article 38	Waiver of Bargaining During Term of this Agreement	51
Article 39	Emergency Waiver Provision	52
Article 40	Authorized Agents	52
Article 41	Separability Provision	52
Article 42	Renegotiation	53
Article 43	Successor Agreement	53
Article 44	Term of MOU	53
Article 45	Personnel System Procedure	53
Article 46	Union Security	61
Article 47	Use of AQMD Vehicles	63
Article 48	Telecommuting Subcommittee	64
Article 49	Ratification and Execution	65
Appendix A	Salary Increases	67-69

ii

MEMORANDUM OF UNDERSTANDING
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
AND
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
PROFESSIONAL EMPLOYEES ASSOCIATION
CONCERNING THE EMPLOYEES IN THE PROFESSIONAL UNIT

ARTICLE 1

RECOGNITION

Section 1. Pursuant to the provisions of the Employee Relations Resolution of the South Coast Air Quality Management District (hereinafter called "AQMD") and applicable State law, effective May 18, 1999, the South Coast Air Quality Management District Professional Employees Association (hereinafter "SC-PEA" or "Union") was certified by the Executive Officer as the exclusive bargaining representative of employees in the Professional Unit (hereinafter referred to as "Unit") established in the *Employee Relations Resolution*.

The term "employee" or "employees" as used herein shall refer to employees employed by AQMD in the Professional Unit in the employee classifications comprising these Units as listed in Appendix A, as well as such classes as may be added hereinafter to said Unit by the Executive Officer.

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

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

ARTICLE 2

NONDISCRIMINATION

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

ARTICLE 2

NONDISCRIMINATION

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

ARTICLE 3

SALARIES

Section 1. Salaries during the term of this contract will be those in effect on the start of the pay period encompassing January 1st of 2015, 2016, and 2017, as listed in Appendix A.

Section 2. Upon ratification by the bargaining unit members and approval by the Governing Board, each employee shall receive a one-time payment of $560.00 in pay period 1304, or as soon thereafter as practicable.

Section 3. As soon as practicable after November 1, 2013, each employee shall receive a one-time payment of $491.00.

ARTICLE 4

WORKING OUT-OF-CLASS

Section 1. AQMD may work employees out of classification. No employee shall be worked out-of-class for more than 6 calendar months. If an employee works out-of-class for more than 8 working days, after the 8th working day, the employee shall receive the pay for the classification worked.

Section 2. For purposes of this Article, working out-of-class means that an employee is assigned to perform significant distinguishing duties of the higher classification a majority of the time in a position allocated to his or her organizational unit. To the extent practicable, working out-of-class opportunities will be advertised within the organizational unit having the vacancy, and the qualifications of employees who respond will be considered prior to a working out-of-class appointment being made.

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

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

ARTICLE 5

WORK WEEK

Section 1. The work week shall consist of four 10-hour days within a 7-calendar-day period. Work days will be Tuesday through Friday, beginning May 1, 1996, except that management may designate alternative work days for individual employees when operational needs require it. Nothing contained herein shall be construed as guaranteeing to any employee a minimum number of hours per day, days per week, weeks per year, or any other guarantee of work.

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

Employees may choose, subject to supervisory approval, to start work as early as 7:00 a.m. and to end work as late as 6:30 p.m.

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

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

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

ARTICLE 6

OVERTIME
(Compensatory Time)

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

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

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

ARTICLE 6

OVERTIME
(Compensatory Time)

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

Section 4. Usage of Compensatory Time Off Previously Earned.

a. Accumulated compensatory time off may be taken by an employee upon reasonable notice and prior approval of management.

b. Accumulated compensatory time shall be taken off by an employee when directed by management, but only when an employee has accumulated more than 40 hours of compensatory time and subject to the following: On each occasion when an employee has accumulated more than 40 hours of compensatory time, management may direct the employee to reduce his or her accumulated compensatory time balance to as low as 20 hours, either by taking time off or receiving paid overtime at the straight time rate. Once directed to reduce his or her compensatory time balance, the employee shall choose either to take or receive compensatory time off or to receive paid overtime at the straight time rate. Should the employee in this status elect to take compensatory time off, management will give an employee at least 10 days' notice prior to the date compensatory time is directed by management to be taken. In approving and directing compensatory time off, management will, as far as practicable, attempt to accommodate employee convenience to the degree possible in light of the operational requirements of the division.

Section 5. All employees who work more than 10 hours in any 24-hour period (or more than 8 hours if working an 8-hour-per-day schedule) shall be entitled to compensatory time for those excess hours. Said compensatory time shall be earned at the rate of 1-1/2 hours of compensatory time for each 1 hour worked past 10 in a day (or 8 if working a 5/8 schedule). This compensatory time shall be granted irrespective of the hours paid or worked within the employee's work week.

Section 6. Employees working on a holiday shall receive, in addition to regular pay for that day, time-and-one-half (1-1/2) compensatory time or time-and-one-half (1-1/2) pay for all holiday hours worked, at the employee's option. Their compensation shall be irrespective of the number of hours the employee worked during that week.

ARTICLE 7

OVERTIME
(Paid Overtime)

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

Section 2. Employees may opt to be paid overtime for all hours worked in excess of 40 in 1 week. Hours worked includes time for which persons are compensated but do not actually work, including but not limited to sick leave, vacation and fixed and floating holidays.

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

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

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

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

ARTICLE 8

DIFFERENTIAL FOR NIGHT SERVICE

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

Section 1. Differential For Night Service.

a. For purposes of this section only:

(1) An evening shift is a regularly established work shift at least 1/2 of which falls between the hours of 4 p.m. and 11 p.m.

(2) A night shift is a regularly established work shift at least 1/2 of which falls between the hours of 9 p.m. and 8 a.m.

ARTICLE 8
DIFFERENTIAL FOR NIGHT SERVICE

b. A $1.00-per-hour bonus shall be paid to employees for each hour they work during an evening or night shift, except as otherwise provided herein.

ARTICLE 9

STANDBY PAY

(*Salary Resolution*, Section 24, "Standby Pay")

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

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

ARTICLE 10

CALL-BACK PAY

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

Section 1. Call-Back Pay.

a. Whenever employees are unexpectedly ordered by their supervisor to return to duty because of unanticipated work requirements, such return to duty shall be deemed to be a call back if the order to return is given to the employee following termination of his or her normal work shift and departure from the work location, and such return occurs within 24 hours of when the order is given but not less than 2 hours before the established starting time of the employee's next regular shift.

b. Any employee in a full-time permanent position shall receive call-back pay as follows:

   (1) Minimum payment equal to 4 hours of pay at time-and-one-half (1-1/2) or
   (2) Minimum payment equal to 4 hours of compensatory time at time-and-one-half (1-1/2) to be added to his or her balance.

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

ARTICLE 10

CALL-BACK PAY

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

ARTICLE 11

MILEAGE ALLOWANCE

(*Administrative Code*, Section 110)

Section 1. Mileage Permittee.
A mileage permittee is any person traveling on AQMD business in his or her own private vehicle who claims mileage reimbursement. Such person's eligibility for mileage permittee status is established by the approval of the mileage claim by his or her Designated Deputy or management-level designee.

Section 2. Rules for Filing Mileage Claims.
The Chief Financial Officer is hereby authorized to establish procedures governing the preparation, filing, and payment of mileage and parking reimbursement claims.

Section 3. Mileage Permittee Insurance Requirements.
The mileage permittee's act of signing a mileage/parking reimbursement claim signifies that he or she has the automobile insurance or bond coverage required by the State of California. To so falsely state coverage will be grounds for disciplinary action.

Section 4. Mileage Rates.
A mileage permittee shall be paid for the use of a privately owned motor vehicle (other than motorcycle) or aircraft for the reimbursement period established by the Chief Financial Officer. The rate shall be adjusted by the Chief Financial Officer based on the Internal Revenue Service Standard Mileage Rate.

ARTICLE 11

MILEAGE ALLOWANCE

Section 5. Mileage Eligibility for Reimbursement.
Mileage permittees will be allowed to claim reimbursement for only the business mileage traveled each day in excess of that from their home to their designated headquarters and return. However, if a mileage permittee does not report to his or her headquarters location during the business day while conducting AQMD business which requires driving, he or she will be entitled to full reimbursement for actual miles traveled on business that day; i.e., no deduction will be made for the home-to-headquarters round trip. For purposes of mileage reimbursement, a headquarters location will be established for each mileage permittee by his or her Designated Deputy or management-level designee. Reimbursement will not be made if an AQMD pool car is available and the mileage permittee elects to drive his or her own private vehicle.

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

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

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

Section 8. Reimbursement for Occasional Parking.
A mileage permittee shall be entitled to reimbursement for actual expenses incurred for occasional parking as a necessary part of official travel.

ARTICLE 12 (*Administrative Code*, Section 120)

TRAVEL EXPENSES

Section 1. Travel Expenses.
Expenses for travel shall not exceed:

a. The actual cost of transportation when by public carrier.
b. The actual cost of meals and lodging not to exceed the limits specified in Administrative Code, Section 120.
c. Employee meal expenses within AQMD shall be reimbursed only when approved by the Executive Officer or designee.

d. Meals and travel expenses for other than AQMD employees shall be reimbursed only when approved by the Executive Officer or designee. Reimbursement will be made for the actual cost of the meal and travel, subject to the limitations presented elsewhere in this Agreement.
e. Meals and travel for other than AQMD employees asked to sit on oral boards, used for interviewing prospective employees of AQMD, will be reimbursed for the actual cost of the meal and travel subject to the limitations presented elsewhere in this Agreement. The Executive Officer, or designee, must approve a request in advance.

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

ARTICLE 13

HAZARD PAY

Section 1. With the exceptions noted in Section 3 below, employees who are assigned by management to assist in a specific hazardous assignment, as determined by management, shall receive a daily bonus for such work for the number of days actually assigned to the hazardous assignment during a pay period as follows:

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

HAZARD PAY

The hazard pay shall not constitute a part of the employee's base rate, but shall be a bonus for performing hazardous duties.

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

Section 3. Employees in the Monitoring & Analysis Division assigned to a field source test team will receive $20 per day those days that they actually participate in source tests.

ARTICLE 14

(*Salary Resolution*, Section 28, "Holidays")

HOLIDAYS

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

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

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

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

a. 40-hour-per-week employees and employees exempted for a medical condition from the 4/10 work schedule who are regularly scheduled to work a minimum of four 8-hour days per week:

ARTICLE 14

HOLIDAYS

(1) Any employee working a 4/10 work schedule shall receive 10 hours of holiday pay for each said holiday.

(2) Any employee working a 4/8 or a 5/8 work schedule shall receive 8 hours of holiday pay for each said holiday.

(3) Whenever an employee's regularly scheduled day off falls on a holiday, he or she shall be granted 10 hours of compensatory time (8 hours if working a 4/8 or a 5/8 schedule). This time shall be accounted for in the same manner as that earned under Article 6 of the MOU.

b. Part-time Employees. Any part-time employee employed on a biweekly basis shall be allowed paid leave for each said holiday in the manner set forth in this Section, but in an amount equal to the fraction of 10 hours or 8 hours equivalent to the basis for compensating said position.

c. Whenever any employee is unable to take such time off as provided by this section in the same calendar year in which it is earned, such time may be carried over into the next succeeding calendar year during which year such time off must be taken or it is lost. However, if a pay period bridges two calendar years, an employee will have until the end of that pay period to take off holiday time before it is lost. This paragraph does not apply to compensatory time earned under Section 2a.(3) above.

d. Holiday Time Payoff. Any employee about to leave the service of AQMD shall be allowed a leave of absence of accumulated holiday time which has not been taken, calculated according to the provisions of this section. In place of this leave, a lump sum payment may be made to the employee. This payment shall be calculated by multiplying the employee's unused holiday time by his or her regular hourly rate at the date of termination.

ARTICLE 15

VACATIONS

(*Salary Resolution*, Article 9, "Vacations")

Section 1. Vacation Anniversary Date.

a. Full-time employees and employees exempted from the 4/10 work schedule for a medical condition who are regularly scheduled to work a minimum of four 8-hour days per week shall earn and be credited with vacation at the rate of .03846 hours for each hour of active service, exclusive of overtime, during their first year of service. Employees shall be granted neither vacation time off nor a vacation payoff at termination during this first year of service.

ARTICLE 15

VACATIONS

b. For purposes of this article, an employee's vacation anniversary shall be the same as his or her continuous service date subject to adjustment within a pay period. This adjustment is necessary for determining a vacation accrual rate for persons having 4 or more years of continuous AQMD service. In these cases, when a continuous service date occurs within a pay period, the vacation anniversary date for that year only shall be the first day of the pay period.

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

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

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

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

Section 3. Hourly Employees.

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

ARTICLE 15

VACATIONS

Section 4. Vacation Upon Termination.

a. Any person who leaves the service of AQMD, who immediately prior to such separation shall have been in AQMD service for 1 year or more, shall be entitled to leaving vacation. Payment for such leaving vacation shall be made in a lump sum and shall be based on the number of working hours earned.

b. The lump sum payment upon termination shall be computed by multiplying the employee's unused vacation hours by his or her regular hourly rate at the date of termination.

Section 5. Persons in the Armed Forces.
Any employee who enters the armed forces of the United States who has been in AQMD service for 1 year or more immediately prior to such duty shall be entitled to such vacation as has accrued to him or her. Such vacation must be taken at the time of entering the armed forces and no lump sum payment may be made in lieu of carrying such person on the payroll.

Section 6. Time of Taking Vacations.
Vacations may be taken in the year in which they are earned or in subsequent years. An employee may have more than 360 hours of accrued vacation on the books until the end of the last pay period beginning in December. This pay period in Fiscal Year 2005-2006 is December 19, 2005, through January 1, 2006. For Fiscal Year 2006-2007, the pay period is December 18, 2006, through December 31, 2006. For Fiscal Year 2007-2008, the pay period is December 31, 2007, through January 13, 2008. No more than 360 hours of vacation may be carried over from these pay periods to the next.

In any event, the maximum payoff for accrued vacation at termination shall be no more than 360 hours. A Professional employee who has 360 hours of current and deferred vacation will be allowed to sell back up to 40 hours of vacation providing the employee has taken off at least 80 hours of vacation in the prior 12 months. Once an employee has sold back vacation time, he may not do so again for another 26 biweekly pay periods. Employees hired after January 1, 2006, are not eligible to sell back vacation.

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

Section 8. Less than One-Half Time Employees.
This article shall not apply to any person who is employed for less than 1/2 time.

ARTICLE 16

FRINGE BENEFIT ADMINISTRATION

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

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

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

Section 4. Labor-Management Insurance Committee. A labor-management committee will be established to review medical, dental, vision, and life insurance benefit choices and premium costs and to provide recommendations to Human Resources. The committee will consist of two members from each bargaining unit, each union's bargaining representative, two confidential employee representatives, two management representatives, the Designated Deputy over Administrative and Human Resources, and Human Resources' benefits manager and benefits analyst. The committee will meet quarterly and will provide recommendations to Human Resources on possible plan improvements and enhancements. In addition to the quarterly meetings, the committee shall meet when there is a proposed increase in the employee contribution of 5% or more, or substantial changes to the insurance carrier or plan are anticipated. Substantial includes, but is not limited to, any increase in participant co-payment for prescriptions or medical treatments or deletion of previously existing benefits. Any benefit plan recommendations developed will be given full consideration by Human Resources in providing plans that meet AQMD employee needs at cost-effective rates. Plan changes resulting from committee recommendations will not open the contract to renegotiation of any provision.

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

ARTICLE 17

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

Section 1. Medical-Hospital Insurance.

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

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

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

Vision Care.
AQMD shall offer an optional vision care plan for regular full-time employees. Any represented employee contribution will be determined in accordance with Section 2 of Article 17 of the MOU.

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

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

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

ARTICLE 17

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

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

Section 2. Effective September 1, 2010, the total monthly contribution to be paid by AQMD for health, dental, vision, and $10,000 life insurance shall be an amount not to exceed $1,320.60.

Upon ratification by the bargaining unit members and approval of the MOU by the Governing Board, AQMD shall pay each employee the amount of $1,440.00, which is based on payments of $90.00 per month for the period September 1, 2011 through December 31, 2012 that would have been paid directly to the health insurance providers resulting in a reduction of premiums paid by employees. The payment shall be made in pay period 1304, or as soon thereafter as practicable.

Beginning January 1, 2013, AQMD shall pay on behalf of each employee an amount of $140.00 per month directly to the health insurance providers resulting in a reduction of premiums paid by employees.

Beginning January 1, 2014, AQMD shall pay on behalf of each employee an additional amount of $100.00 per month (for a total of $240.00 per month) on behalf of each employee directly to the health insurance providers resulting in a reduction of premiums paid by the employees.

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

Any unused portion of the monthly benefit amount remaining after premiums for medical, dental, life, and, if selected by the employee, vision insurance plans have been paid will be reimbursed as cash.

Section 3. AQMD agrees to an open enrollment period for the medical, dental, life, and vision insurance plans referenced above.

Section 4. Once eligibility for the plan is established, AQMD agrees to provide 1 long-term disability (LTD) plan option for employees to purchase at their own expense.

ARTICLE 17

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

Section 5. If increases in the monthly benefit contribution for 2006 and 2007 are not sufficient to fund the annual increase to the premium for family coverage for Kaiser and Delta Dental, the two-party rate for vision insurance and basic life insurance, the parties agree to meet and confer regarding the benefits cap. Nothing in this agreement to meet and confer implies any guarantee of an additional increase to the benefits cap beyond what is provided in the contract as described above.

Section 6. The parties agree to establish a committee to explore having employees represented by the SC-PEA participate in the Health Reimbursement Arrangement (HRA) adopted by the Governing Board on December 4, 2009. The committee will consist of four members of the bargaining unit, as well as representatives from Human Resources, Finance, and District Counsel. Any agreements regarding participation in the HRA will be incorporated into this MOU.

Section 7. No earlier than October 1, 2015 and 2016, the parties agree to a reopener of Article 17, Section 2 of the MOU for purposes of discussing potential health insurance premium increases effective on or after January 1, 2016 and 2017, respectively.

ARTICLE 18

STATE DISABILITY INSURANCE

AQMD shall continue to provide State Disability Insurance (SDI) coverage for non-industrial illness or injury. Said agreement shall provide for the integration of AQMD leave time with State Disability benefits, at the option of the employee. Employees shall not be entitled to receive more than 100% of pay when leave time and State Disability benefits are combined. Employees charging partial-pay sick leave as discussed in Article 22(3)f shall not be prevented from receiving up to 100% of salary when combining SDI benefits, partial-pay sick leave, and a sufficient amount of other leave time.

ARTICLE 19

DEFERRED COMPENSATION

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

Section 2. Hourly employees are required to make a mandatory contribution to a Section 457 Deferred Compensation Plan in the amount of at least 7.5% of wages in lieu of paying the old age, survivors, and disability insurance portion of Social Security tax.

ARTICLE 20

IRS SECTION 125 PROGRAM

IRS Section 125.
AQMD will establish an IRS Section 125 Program, which permits employees, under existing law, to use pre-tax dollars for premium conversion, medical reimbursements, and/or dependent care expenses. Effective calendar year 2013, the maximum amount of pay that can be redirected, tax free, to a flexible spending account for health-care reimbursement is $2,500.

ARTICLE 21

RETIREMENT

Section 1. Effective July 8, 1991, for employees who are active members of the San Bernardino County Employees' Retirement Association (SBCERA) and who were hired prior to July 1, 1979, AQMD will pick up, on employees' behalf, payment of 11.34% of the employee contribution rates established for AQMD by SBCERA's actuary. For employees hired on or after July 1, 1979, AQMD will pick up, on employees' behalf, payment of 6.49% of the employee contribution rates established for AQMD by SBCERA's actuary. The remaining portion of an employee's contribution rate will be withheld from the employee's pay. Beginning December 13, 1999, employee retirement contributions will be withheld on a pre-tax basis, within Internal Revenue Service requirements.

A new employee hired on or after January 1, 2013, who was a prior member of SBCERA or another public retirement system and established reciprocity with SBCERA, or had a break in service of less than six months, shall pay their full General Membership Contribution Rate for their retirement through SBCERA. The employee's rate is established by SBCERA, and varies depending upon age of entry into the pension system.

Pursuant to the California Public Employee Pension Reform Act of 2013, a new employee hired on or after January 1, 2013, who is being employed for the first time by any public employer, had a break in service of more than six months, or was employed by another public employer but not subject to reciprocity with SBCERA, shall pay the employee contribution rate as determined by SBCERA. (As of January 1, 2013, the rate is 7.75%, and is subject to change as determined by SBCERA's actuary according to the most recently completed valuation.)

ARTICLE 21

RETIREMENT

Beginning January 2, 2006, employees will contribute an additional 3.25% of "pensionable" earnings toward retirement and AQMD's contribution will be reduced by this amount.

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

Section 1.5. Effective the start of the pay period encompassing July 1, 2015, SCPEA bargaining unit members will contribute an additional 1.08% towards the employee retirement contribution rate and will receive a 1.08% increase to base salary. Effective the start of the pay period encompassing July 1, 2016, SCPEA bargaining unit members will contribute an additional 1.08% and will receive a 1.08% increase to base salary. Effective the start of the pay period encompassing July 1, 2017, SCPEA bargaining unit members will contribute an additional 1.08% and will receive a 1.08% increase to base salary. SCPEA bargaining unit members who have 30 years or more of retirement service credit with SBCERA, were hired on or after July 1, 2012, and those employees hired on or after the implementation of PEPRA are not eligible to receive these increases to base salary and are not required to make the additional contribution described above. At the time a SCPEA bargaining unit members reaches 30 years of SBCERA service credit, the salary increases to base salary previously received pursuant to this Section 1.5 shall be terminated and the employee's base salary will be adjusted accordingly.

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

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

ARTICLE 21

RETIREMENT

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

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

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

Section 7. Should AQMD become "superfunded" in the retirement system and the employer contribution rate fall below that required to fund the normal cost established by SBCERA, management will notify SC-PEA representatives and will discuss options available within the overall context of the agency's budget to assure funding is available for future year retirement cost increases.

ARTICLE 22

LEAVES OF ABSENCE FOR SICKNESS OR INJURY

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

Section 1. Injuries in the Course of Employment.

a. Applicability of This Section. The provisions of this Section shall apply only to those industrial injury cases which the Workers' Compensation Appeals Board determines to be compensable and only for such period of time as the Workers' Compensation Laws of the State of California require payment for temporary disability and shall cease when a person leaves AQMD service other than by disability retirement.

b. Compensation and Benefits – Leaves of One Year or Less.

(1) Any employee who is absent as a result of an industrial injury deemed compensable by the Workers' Compensation Appeals Board shall receive compensation equal to the difference between his or her salary and the sum of the benefits prescribed by the Workers' Compensation Laws of the State of California and earnings from other employment, the total of which shall not exceed 65% of the base salary. Employees shall be eligible to receive such compensation above the benefits prescribed by Workers' Compensation Laws of the State of California and earnings from other employment for a period of one year from the date of injury.

(2) An employee who is granted a disability retirement allowance as a result of a compensable industrial injury before one year from the date of injury shall receive compensation equal to the difference between (1) his or her base salary, and (2) the sum of his or her retirement allowance, plus benefits provided under the Workers' Compensation Laws of the State of California plus earnings from other employment, when such sum totals less than his or her base salary.

(3) The benefits provided under the Workers' Compensation Laws of the State of California referred to in c.(1) and (2) shall not include payments made for hospital, surgical, and medical expenses or payments received as a result of permanent injury awards.

ARTICLE 22

LEAVES OF ABSENCE FOR SICKNESS OR INJURY

(4) No deductions will be made from any vacation time, sick leave, or overtime previously accumulated by the employee while the employee is absent on a compensable industrial injury leave and for a period of time as defined in paragraph (1) above, except to the extent that the employee chooses to supplement his or her payments under paragraph (1) above with the charging of leave time. Such charging of leave time shall not be permitted to the extent that it results in the payment of more than 100% of salary or conflicts with section d below.

c. Compensation and Benefits – After 1 Year. An employee who is compelled to be absent as the result of a compensable industrial injury after 1 year from the date of injury may elect one of the following:

(1) To receive only those benefits provided under the Workers' Compensation Laws of the State of California.

(2) To receive the difference between sick leave pay which he or she would be entitled to receive pursuant to Section 3 below if his or her injuries had not arisen out of or in the course of his or her employment and Workers' Compensation Benefits, plus earnings from other employment. Election of this alternative means that full deductions will continue to be made. When sick leave has been exhausted, the employee may elect to receive alternative (1) or (3).

(3) To use any previously earned vacation, full-pay sick leave, or overtime, in order to receive payment equal to the difference between his or her salary and Workers' Compensation Benefits, plus earnings from other employment.

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

ARTICLE 22

LEAVES OF ABSENCE FOR SICKNESS OR INJURY

d. Crediting Previously Used Vacation, Sick Leave, or Overtime. In the event an employee is absent due to an injury and the absence is charged to any previously earned vacation, sick leave, or accumulated overtime, and subsequently the injury is determined to be compensable by the Workers' Compensation Appeals Board, such vacation, sick leave, or overtime shall be restored to the employee in accordance with subsection b(4). However, if full restoration of leave time were to result in an employee owing AQMD money, that employee shall have the option of choosing a partial restoration of leave time. The purpose of the partial leave time restoration shall be to remove the employee's potential debt, if possible, without resulting in any additional payment to him or her. When different types of leave time are restored, restoration of each type of leave time shall be based on the percentage relationships among the various types of leave time charged during the period under consideration.

e. Limitations on Earning and Carry-over of Vacation, Sick Leave and Overtime. Employees who are absent under provisions of subsection c(1) of this section shall not earn any vacation or sick leave for the duration of such absence.

f. Leave With Pay for Medical Treatment. Leave with pay for medical treatment may be permitted for short periods of time when temporary disability payments pursuant to this section of the Labor Code are not made.

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

ARTICLE 22

LEAVES OF ABSENCE FOR SICKNESS OR INJURY

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

Section 3. Leave For Sickness or Injury.

a. Eligibility for Sick Leave.

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

(2) Employees not eligible for sick leave pursuant to the provisions of this section include those employed on an hourly basis or employed for less than 1/2 time.

b. Sick Leave at Full Pay - General Provisions.

(1) Effective October 18, 1999, all full-time eligible employees and eligible employees exempted for a medical condition from the 4/10 work schedule who are regularly scheduled to work a minimum of four 8-hour days per week shall accrue 3.8462 working hours of sick leave at full pay for each pay period of continuous service, as long as the 4-day work week is in effect. In the event a 5-day work week is established, the accrual rate will be 3.6924 hours of sick leave per pay period. Other less than full-time employees shall earn a pro-rated amount based on the number of hours they are regularly scheduled to work per pay period.

(2) For the first 12 months of any industrial or nonindustrial leave of absence, employees will continue to accrue sick leave benefits at the rate of 3.8462 hours per pay period. In the event a 5-day work week is established, the accrual rate will be 3.6924 hours of sick leave per pay period. In the case of all other leaves of absence, sick leave accrual rate for represented employees will be earned on each hour of paid time only, exclusive of overtime. Employees who are on industrial or nonindustrial leave of absence beyond 12 months shall accrue sick leave on each hour of paid time only, exclusive of overtime.

ARTICLE 22

LEAVES OF ABSENCE FOR SICKNESS OR INJURY

(3) For the purpose of this section, an employee's continuous service shall be deemed to begin on the first day of the pay period in the event his or her actual continuous service begins on or before the 7th day of the pay period, and shall be deemed to begin on the 1st day of the following pay period in the event his or her actual continuous service begins on or after the 8th day of the pay period.

(4) For employees hired before July 1, 1980, sick leave at full pay may be accumulated to a maximum of 1,920 hours. Employees in the Professional Unit hired after September 1, 1980, may accumulate sick leave at a full pay to a maximum of 960 hours.

(5) Sick leave at full pay shall be deemed used in the reverse order in which it was earned; that is, the most recently earned sick leave time shall be used first.

c. Sick Leave at Full Pay - Special Provisions.

(1) In addition to other authorized uses, an employee may use accrued sick leave at full pay for:

(a) Nonemergency medical or dental care, or

(b) Any personal reason that does not interfere with the public service mission of AQMD to a maximum of 4 working days per 26-pay-period year beginning with pay period #2.

(2) Upon termination from AQMD service, an employee who holds a permanent full-time position and who has at least 5 years of continuous service shall receive a lump sum payment for accumulated sick leave at full pay to a maximum of 720 hours. Such lump sum shall be computed by multiplying the hourly rate at the date of termination by the sick leave balance which results from the sum of:

(a) All unused sick leave at full pay accumulated prior to January 1, 1971; plus

(b) 1/2 of all unused sick leave at full pay accumulated on or after January 1, 1971.

ARTICLE 22

LEAVES OF ABSENCE FOR SICKNESS OR INJURY

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

(3) When an employee who holds a permanent full-time position and who has at least 5 years of continuous service is granted a maternity leave of absence, she may elect to receive all or part of the benefits set forth in c(2) above as if said employee were terminating.

(4) Any employee who is reinstated pursuant to these rules shall be entitled to have restored to him or her any previously earned and unused full-pay sick leave not previously paid for pursuant to the above. This provision shall not apply to part-time employees or temporary employees.

(5) Any employee who has held a permanent full-time position for 26 pay periods and has not used any of his or her accrued sick leave for any reason during the 26 pay periods constituting a payroll year shall have the option of selling back to AQMD 40 hours of unused sick leave and carrying over the remainder of accrued sick leave earned. For purposes of this section, the payroll year shall be understood to begin with the pay period applicable to the first pay day in January and end with the pay period applicable to the last pay day in December. In order to be eligible for such a sell-back, the employee must have earned 96 hours of sick leave during the payroll year.

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

d. Limitation on Sick Leave.

(1) When an employee has exhausted all sick leave benefits to which he or she may be entitled under paragraphs a through c, and in the event that he or she does not return to work, he or she shall not be entitled to sick leave benefits, except as may be provided in paragraph e.

ARTICLE 22

LEAVES OF ABSENCE FOR SICKNESS OR INJURY

(2) A person who is compelled to be absent because of sickness or injury, or for nonemergency medical or dental care, may elect to take time off on vacation or compensatory time from overtime or holidays worked rather than sick leave.

(3) No compensation shall be paid under this Section for any period in excess of the time such person has been in AQMD service.

(4) Sick leave compensation for persons employed on an hourly basis shall be computed on a 5-day work week basis of 40 hours, unless such person actually works more than 5 days per week (40 hours).

e. Continuous Absences Due to Illness or Injury.

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

(2) A person on a continuous absence because of sickness or injury whose leave begins in one calendar year and extends into the next calendar year shall continue to receive compensation for any remaining sick leave in the next calendar year until such sick leave has been exhausted. Such person shall not be allowed additional sick leave, except as provided in paragraphs (1) and (2) in this subsection.

f. Part-Pay Sick Leave. Notwithstanding any other provisions of this MOU, any employee who was employed by AQMD on July 1, 1976, who on June 30, 1976, was an employee of a county and on the basis of his or her service was entitled to part-pay sick leave, shall be entitled to the same amount of part-pay sick leave as he or she was entitled to on June 30, 1976.

g. Employees in their probationary period shall be entitled to take sick leave on the same basis as other employees.

ARTICLE 22

LEAVES OF ABSENCE FOR SICKNESS OR INJURY

Section 4. Leaves of Absence for Nonindustrial Illness, Injury, or Pregnancy. All employees who have completed their probationary period and in the event of nonindustrial illness, injury, or pregnancy may be granted a leave of absence without pay for a period of up to 12 calendar months.

AQMD may require medial evidence of such nonindustrial illness, injury, or pregnancy necessitating such leave of absence. AQMD agrees that such time off may be extended in writing by mutual agreement between AQMD and the employee. In order to remain on leave of absence for nonindustrial illness, injury, or pregnancy, the employee may be called upon to present AQMD with a licensed physician's certificate verifying that such nonindustrial illness, injury, or pregnancy is continuing to disable the employee from performing his or her duties.

In addition, the employee is required to notify AQMD by Registered Mail of his or her address within 60 calendar days if there is a change of address from the last address in AQMD personnel files. Any employee returning to work shall give AQMD reasonable advance notice of the date of return to work and such employee shall be assigned, upon return to work, to his or her former position or to a comparable position.

AQMD shall not be required to reinstate any employee who is physically unable to perform the necessary duties of such position, but AQMD shall make reasonable effort to place the employee in a position in which the employee is capable of performing to the same standard as other employees in that classification.

(*Salary Resolution*, Section 47, "Proof of Absence")

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

ARTICLE 22

LEAVES OF ABSENCE FOR SICKNESS OR INJURY

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

Section 2. Examinations. Any employee shall be allowed time necessary to be absent from work at his or her regular pay to participate in examinations for positions within AQMD.

Section 3. Jury Duty. Effective May 9, 1997, employees in full-time positions and employees exempted for a medical condition from the 4/10 work schedule who are regularly scheduled to work a minimum of four 8-hour days per week ordered to serve on a jury shall be allowed the necessary time to be absent from work for a maximum of 8 work days (i.e., two 4-day work weeks) per calendar year at their regular pay, provided they deposit with AQMD any fees received for jury service time that falls on a regularly scheduled work day. Employees required by the court to perform jury service for more than 8 work days in a calendar year may present a hardship request to the DEO/Technical Support Services to receive pay for the additional service days.

Section 4. Military Leave. Any employee who has minimum of 1 year of service shall be allowed a military leave of absence with pay in accordance with the policy below and with applicable provisions of law, including, but not limited to, those contained in this MOU and the California Military and Veterans Code.

ARTICLE 23

OTHER LEAVES OF ABSENCE

Temporary Duty.

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

ARTICLE 23

OTHER LEAVES OF ABSENCE

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

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

This compensation provision applies only to active military duty and does not include an employee's attendance at weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee's regular working hours, the employee may use vacation or holiday leave, leave without pay, or other leave time, except for regular sick leave. Employees who are called in for a medical examination to determine physical fitness for military duty may also use vacation leave, leave without pay, or other leave time. The 30-day compensation provision also applies to an employee on military leave other than temporary military leave who is ordered into active military duty or is inducted, enlists, or is otherwise called into active military duty.

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

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

ARTICLE 23

OTHER LEAVES OF ABSENCE

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

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

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

Section 7. Catastrophic Leave. Effective January 11, 1998, Employees may request paid catastrophic leave for personal emergencies once they have exhausted all of their own available paid time (with the exception of organ donations). If approved, paid leave time will be drawn from a catastrophic leave fund comprised of paid time donated by bargaining unit members. Donations of leave time shall be permitted from one bargaining group or unrepresented employees to another bargaining group.

Catastrophic leave requests must be approved by the joint bargaining unit-management committee established to review catastrophic leave requests.

Effective the last pay period beginning in December 2005, bargaining unit members may, at their discretion, donate accrued leave hours (except for sick leave) in excess of 200 hours. Donations may be made twice yearly, during the last pay period that begins in December and during the first pay period that begins in July, or during any other pay period in the year, as needed, with the approval of the Executive Officer. The dollar value of donated hours in the fund will be computed by multiplying the number of hours donated by the employee's current regular hourly pay rate. Employees drawing paid leave time from the fund will draw at their current regular hourly pay rate. The catastrophic leave fund balance may not exceed $50,000.

Section 8. An employee selected to be a bone marrow donor shall utilize up to five (5) days of accrued leave, and for an organ donation up to two weeks (8 business days) of accrued leave, before AQMD shall pay the employee's regular pay for up to a maximum leave of absence

OTHER LEAVES OF ABSENCE

for an organ donation of thirty (30) business days. Payment satisfying the requirements of this section shall come from the AQMD Catastrophic Leave Fund.

ARTICLE 24

RESTORATION OF SALARY OR EARNED PAID LEAVES OF ABSENCE

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

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

a. In the event employees are ordered to absent themselves from the job based on probable cause and it is subsequently determined by a finding of the Executive Officer or designee that cause did not exist for the ordered absence, employees shall have restored to them any paid leaves of absence against which such absence may have been charged, and they shall be granted a retroactive leave of absence with pay for the time during which they were prohibited from performing the duties of their positions, less any compensation paid to them by AQMD during such ordered absence.

b. In the event an employee is reduced, suspended, and/or discharged and upon appeal the Hearing Officer does not sustain such reduction, suspension, and/or discharge, the employee shall be entitled to his or her base rate of salary, vacation, and sick leave as if such unsustained reduction, suspension, or discharge had not been invoked. However, in no event shall an employee be entitled to any salary or credit for vacation and sick leave for any period of time covered by a suspension sustained by the Hearing Officer, or for any period of time waived by the employee as a condition to the granting of a continuance of his or her hearing.

c. If during absences for which employees are paid pursuant to this section, they earned any money which they would not have earned had they continued to perform the duties of their positions, such sums shall be deducted from the salary otherwise payable to them pursuant to this Section.

ARTICLE 25

SAFETY AND HEALTH

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

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

ARTICLE 25

Section 3. In accordance with law, AQMD will provide safety equipment where required by law or regulations for the safe performance of assigned duties. Employees to whom such equipment is

SAFETY AND HEALTH

issued will wear or use the equipment when required and each will be responsible for the equipment issued. Employees shall adhere to AQMD rules regarding the use, maintenance, and replacement of safety equipment. Employees requiring such equipment will notify AQMD and AQMD will provide the necessary equipment.

Effective January 1, 1992, employees required to wear safety shoes will receive an allowance of $80 per year.

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

ARTICLE 26

EMPLOYEE PARKING

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

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

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

ARTICLE 27

TRAINING

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

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

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

Applications for tuition reimbursement must be reviewed and approved by the employee's Designated Deputy.

ARTICLE 27

TRAINING

An employee of AQMD, who has been appointed to a full-time permanent position, is eligible to apply for tuition reimbursement. Employees must successfully pass courses with a grade of "C" or better (or a "pass", if a "pass/no pass" system) in order to be reimbursed. Effective for classes beginning August 15, 1991, or later, employees eligible for tuition reimbursement shall be entitled to receive a maximum of $1,000 per calendar year. Under no condition will the amount exceed $1,000 per calendar year.

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

Section 3. The Union shall provide AQMD with a list of programs and seminars for improvement of skill and knowledge for members of the Professional Unit. It is not the intent of the parties to increase the amount available for training programs but to make training programs available to a broader group of members of the bargaining unit at no increase in cost to AQMD in time or financial commitment.

Section 4. Individual employees may request approval to attend specific job-related seminars or courses relevant to their professional development for the mutual benefit of the employee and AQMD. Such requests must be submitted in writing through the employee's immediate supervisor and are subject to the approval of the Designated Deputy and the Designated Deputy over Administrative and Human Resources.

Section 5. For fees paid on and after January 1, 2013, AQMD shall reimburse an employee for their two-year biennial renewal fee for a Professional Engineer's license to a maximum of $150.00.

ARTICLE 28

EMPLOYEE PAYCHECKS

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

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

ARTICLE 28

EMPLOYEE PAYCHECKS

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

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

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

ARTICLE 29

AQMD RIGHTS

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

To manage AQMD generally and to determine the issues of policy

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

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

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

To determine methods of financing

To determine types of equipment or technology to be used

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

ARTICLE 29

AQMD RIGHTS

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

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

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

To establish and modify productivity and performance programs and standards

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

To determine job classifications and to reclassify employees

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

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

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

To maintain order and efficiency in its facilities and operations

To establish and promulgate and/or modify rules and regulations

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

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

ARTICLE 29

AQMD RIGHTS

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

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

ARTICLE 30

EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITY

Section 1. Dues Deduction. AQMD shall make deductions in accordance with Article 46. AQMD shall submit such funds to the Union within 30 days following the deductions.

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

ARTICLE 31

EMPLOYEE LIST

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

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

ARTICLE 32

UNION VISITATION RIGHTS

Section 1. Authorized Union representatives may be given access to work locations during working hours to conduct grievance investigations and observe working conditions. An authorized representative desiring access to a work location hereunder shall state the purpose of his or her visit and request the Designated Deputy over Administrative and Human Resources' authorization at least 24 hours before the intended visit, unless the parties mutually agree to waive notice.

While at AQMD facilities, the Union representative shall agree to observe the same security, conduct, and safety rules and regulations of AQMD as other visitors and shall not unduly interfere with the performance of work by any employee or group of employees.

The Union shall give the Designated Deputy over Administrative and Human Resources and other affected designated deputies a written list of all authorized representatives, which list shall be kept current by the Union. Access to work locations will only be granted to Union representatives on the current list. Locations where Union representatives may be granted permission to enter shall include, and be limited to, all AQMD property locations where employees are employed.

ARTICLE 33

BULLETIN BOARDS

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

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

a. Union recreational, social, and related Union news bulletins

b. Scheduled Union meetings

c. Information concerning Union business, including Union newsletters or reports of committees or the Board of Directors

d. Reports of official Union business, including Union newsletters or reports of committees or the Board of Directors

e. Any other written material which first has been approved and initialed by the designated AQMD representative at each facility.

ARTICLE 33

BULLETIN BOARDS

The designated AQMD representative must either approve or disapprove a request for posting within 24 hours, excluding Saturdays, Sundays, and legal holidays, from the receipt of the material and the request to post it.

The designated AQMD representative shall not unreasonably withhold permission to post.

ARTICLE 34

STEWARDS

Section 1. AQMD agrees to recognize 5 stewards selected by the Union in the Professional Bargaining Unit. AQMD also agrees to recognize 1 alternate steward for each steward permitted above, who shall serve in the absence of the steward.

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

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

While on AQMD time, the duties of the stewards shall be limited to assisting an employee, upon request of the employee, in filing and processing a grievance. Stewards shall spend only the time necessary to expeditiously carry out their functions as stewards and shall not unduly restrict or interfere with the performance of their own duties.

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

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

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

ARTICLE 34

STEWARDS

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

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

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

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

ARTICLE 35

NO STRIKE – NO LOCKOUT PROVISION

Section 1. Prohibited Conduct.

a. The Union, its officers, agents, representatives, and/or members agree that du Agreement they will not cause or condone any strike, walkout, slowdown, si job action by withholding or refusing to perform services.

b. AQMD agrees that it shall not lock out its employees during the term of this

c. Any employee who willfully participates in any conduct prohibited in paragr terminated by AQMD.

d. If the Union fails, in good faith, to perform all responsibilities listed below in may pursue such legal remedies as may be available under the Employee Rel the law.

Section 2. Union Responsibility.

a. In the event the Union, its officers, agents, representatives, or members enga conduct prohibited in Section 1.a above, the Union shall, upon written notice Authorized Agents of the Union, immediately instruct persons engaging in su conduct is in violation of this MOU and they must immediately cease engagi prohibited in Section 1.a above and return to work.

b. If the Union performs all of the responsibilities set forth in Section 1.a above Union, its officers, agents, and/or representatives shall not be liable for dama conduct performed by employees covered by this Agreement who are in viol above.

ARTICLE 36

GRIEVANCE, DISCIPLINARY APPEAL, AND HEARING OFFICER PROCEDURES

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

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

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

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

Employees shall have the right of representation by a Union labor relations representative and a Union steward at the first through the third steps of the line grievance process, and at the first and second steps of the administrative grievance process.

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

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

Section 3. Time Limits for Filing Written Formal Grievances. Every effort should be made to resolve grievances informally before formal action is taken. However, any delay in completing the informal grievance process shall not extend the time for filing a formal grievance. The time limits for filing written formal grievances shall be strictly construed, but may be extended by mutual agreement evidenced by a written request signed by a duly authorized representative of AQMD and the grieving party.

ARTICLE 36

GRIEVANCE, DISCIPLINARY APPEAL, AND HEARING OFFICER PROCEDURES

Failure of the grieving party to comply with any of the time limits set forth hereunder shall constitute a waiver and bar further processing of the grievance. Failure of AQMD to comply with the time limits set forth in this Article shall automatically move the grievance to the next step in the Grievance and Hearing Officer Procedure. The grieving party may request the assistance of the Union in presenting a grievance at any step of review or may represent himself or herself. Grievances shall be presented on AQMD time.

Section 4.

a. Step 1. Line Grievance. Immediate Supervisor and Manager. An employee must first attempt to resolve a line grievance by meeting and discussing the grievance with his or her immediate supervisor and manager without undue delay. Every effort shall be made to find an acceptable solution to the grievance by these means at the most immediate level of supervision. The immediate supervisor or manager shall render a decision in writing regarding the merits of the grievance and return it to the grievant within 5 business days after meeting with the grievant.

   If the immediate supervisor or manager does not render a judgment within 5 business days, the meeting for the next grievance step with the respective Designated Deputy and/or management-level designee shall be scheduled by the grievant or the grievant's representative to occur at the earliest practicable date. An employee who fails to meet with his or her immediate supervisor and manager shall forfeit the grievance.

   In order that this procedure may be responsive, all parties involved shall expedite this process. In no case may more than 20 business days elapse between the date of the alleged incident giving rise to the grievance or the date the grievant knew or should have reasonably become aware of the facts giving rise to the grievance, and the filing of a written grievance with the Designated Deputy and management-level designee.

   Should the grievant fail to file a written grievance on a form, to be mutually agreed to by AQMD and the Union, within 20 business days from the date of the incident giving rise to the grievance, the grievance shall be barred and waived.

ARTICLE 36

GRIEVANCE, DISCIPLINARY APPEAL, AND HEARING OFFICER PROCEDURES

b. Step 1. Administrative Grievance. Designated Deputy over Administrative and Human Resources. Administrative grievances must be filed in writing with the Designated Deputy over Administrative and Human Resources within 20 business days of the alleged incident giving rise to the grievance or of the date the grievant knew or should reasonably have become aware of the facts giving rise to the grievance.

The Designated Deputy over Administrative and Human Resources will schedule a meeting with the grievant and/or grievant's representative within 16 business days. Should the Designated Deputy fail to schedule the meeting within the above timeframes, the grievance will advance to the next step. The Designated Deputy over Administrative and Human Resources shall render a decision in writing within 12 business days of hearing the grievance unless an investigation is needed, then an additional 8 business days can be used.

If the Designated Deputy does not render a written decision within 12 business days of the hearing, or 20 business days of the hearing if an investigation is needed, the grievance will advance to the next step. If the grievance is not resolved at this step, the meeting for the next grievance step with the Management Grievance Committee shall be scheduled by the grievant or the grievant's representative to occur at the earliest practicable date.

c. Step 2. Line Grievance. Designated Deputy and/or Management-level Designee. If the grievance is not resolved through Step 1 and a written grievance is filed within the time limits set forth above, the grievant shall meet and discuss the grievance with the respective Designated Deputy and/or management-level designee.

The Designated Deputy or management-level designee will schedule a meeting with the grievant and/or grievant's representative within 16 business days. Should the Designated Deputy or management-level designee fail to schedule the meeting within the above timeframes, the grievance will advance to the next step.

ARTICLE 36

GRIEVANCE, DISCIPLINARY APPEAL, AND HEARING OFFICER PROCEDURES

The Designated Deputy or management level-designee shall render a decision in writing regarding the merits of the grievance and return it to the grievant within 12 business days after hearing the grievance unless an investigation is needed, then an additional 8 business days can be used.

If the Designated Deputy or management-level designee does not render a written decision within 12 business days of the hearing, or 20 business days of the hearing if an investigation is needed, the grievance will advance to the next step. If the grievance is not resolved at this step, the meeting for the next grievance step with the Management Grievance Committee shall be scheduled by the grievant or the grievant's representative to occur at the earliest practicable date.

d. Step 3. Line Grievance.
Step 2. Administrative Grievance.
Management Grievance Committee. If the grievance is not resolved in the above steps within 10 business days from receipt of the written response, the hearing with the Management Grievance Committee shall be scheduled by the grievant or the grievant's representative. The Committee shall consist of 4 management representatives designated by the Executive Officer. If the grievance is not submitted to the Management Grievance Committee, it shall be barred and waived. The Committee will attempt to schedule a meeting with the grievant and/or grievant's representative within 16 business days. Should the Committee fail to schedule the meeting within the above timeframes, the grievance will advance to the next step. The Committee will render its decision based on the information presented at the meeting and follow-up investigation within 16 business days. If the Committee does not render a written decision within 16 business days of the hearing, the grievance will advance to the next step.

In the event the decision of the Management Grievance Committee does not, in the view of the grievant, resolve the matter, the Union and the AQMD may agree to mediation.

If the Union and the AQMD do not agree to mediation, the grievance may be referred to the next step of the grievance procedure (Hearing Officer) and shall be immediately scheduled by the grievant or the grievant's representative to occur at the earliest practicable date.

ARTICLE 36

GRIEVANCE, DISCIPLINARY APPEAL, AND HEARING OFFICER PROCEDURES

e. Mediation. If the line or administrative grievance is not resolved at Step 3 or Step 2, respectively, the written grievance may, by mutual agreement of the Union and AQMD, be referred to mediation. The Mediator shall be chosen by mutual agreement of the Union and AQMD. Mediation will be scheduled within 20 business days of the request by the grievant at a time that is agreed to by AQMD and the Union, subject to mediator availability.

The mediation shall be conducted pursuant to Evidence Code Sections 1119-1126. Individual mediations will not exceed a period of 8 hours. Fees for mediation will be borne equally by the Union, the grieving party, and AQMD. If the grievance is not resolved through mediation, the grievant and the Union may refer the matter to the next step.

f. Hearing Officer's Report and Recommendations in Specific Unresolved Grievances. If a grievance arising from discharge, suspension, demotion, promotion, individual application of salaries or layoff procedure, classification questions not requiring any additional appropriations by the governing body, individual application of transfer procedures, and/or employee medical evaluations is not resolved in Step 3 above, the grievant and the Union may request the Designated Deputy over Administrative and Human Resources or designee to appoint a Hearing Officer to hear evidence and make recommendations to the governing body of AQMD regarding the resolution of such grievances. The grievant and the Union must request the appointment of the Hearing Officer within 10 business days from the date the grievant has received the decision of the Management Grievance Committee. Failure of the grievant and the Union to request the appointment of a Hearing Officer within the time limits set forth above constitutes a waiver and bars the grievance, and the grievance will be considered settled on the basis of the last management grievance response.

g. Within 10 business days after receipt of a request for the appointment of the Hearing Officer, the Designated Deputy over Administrative and Human Resources or designee, shall attempt to reach voluntary agreement with the grievant and the Union as to the appointment of a Hearing Officer. Failing to reach voluntary agreement within 10 business days of receipt of the request for the appointment of a Hearing Officer, the Designated Deputy over Administrative and Human Resources or designee shall obtain a list from the American Arbitration Association of 15 persons who are qualified to serve as Hearing Officer in the grievance procedure. Upon receipt of the list of 15 Hearing Officers from

ARTICLE 36

GRIEVANCE, DISCIPLINARY APPEAL, AND HEARING OFFICER PROCEDURES

the American Arbitration Association, the parties shall meet to select a Hearing Officer from the list. The list of 15 shall serve as the list of persons to be used by AQMD and the Union for the term of the Agreement, unless otherwise agreed to by both parties.

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

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

The Hearing Officer shall submit his or her findings and recommendations in writing to AQMD, the grievant, and the Union. The Hearing Officer's findings are advisory only and not binding on either party. Within 30 days after receiving the Hearing Officer's written findings and recommendations, the AQMD and the Union shall provide written notice stating whether they accept or reject the Hearing Officer's findings. The failure to provide this notice is deemed to be a rejection of the Hearing Officer's findings and recommendations.

After receiving notice of AQMD's rejection of the Hearing Officer's findings and recommendations, the grievant and the Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this MOU.

ARTICLE 36

GRIEVANCE, DISCIPLINARY APPEAL, AND HEARING OFFICER PROCEDURES

j. The cost of obtaining a panel of Hearing Officers from the American Arbitration Association and all costs of the hearing, including the cost of the Hearing Officer, shall be equally borne by AQMD and the Union. Each party shall bear the cost of its own attorney's fees.

Section 5. Definition of Discipline. Discipline shall be defined as an action by management which results in a written reprimand, suspension, demotion, or termination.

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

On group disciplinary appeals, a maximum of two employees may represent employees involved.

Employees shall have the right of representation by a Union labor relations representative and a Union steward at the Management Disciplinary Appeal Committee step.

The parties agree that no settlement of discipline shall in any manner whatsoever change, alter, or amend specific provisions of this agreement or any provisions of the *Personnel Rules, Salary Resolution, Administrative Code, and Administrative Policies and Procedures* of AQMD.

Section 6. Time limits for filing written formal disciplinary appeals and time limits for responses to disciplinary appeals. Every effort should be made to resolve disciplinary appeals informally before filing a formal written disciplinary appeal. However, any delay in completing the informal process shall not extend the time for filing a formal disciplinary appeal. The time limits for filing written formal disciplinary appeals shall be strictly construed, but may be extended by mutual agreement, evidenced by a written request signed by the Designated Deputy over Administrative and Human Resources and the appealing party. These extensions shall contain new scheduled dates for the next disciplinary appeal deadline. The appealing party may withdraw a disciplinary appeal at any time, evidenced by a written statement signed by the appealing party. Disciplinary appeals shall be presented on AQMD time.

ARTICLE 36

DISCIPLINARY APPEAL, AND HEARING OFFICER PROCEDURES

Section 7. Disciplinary Appeal – Step 1 – Management Disciplinary Appeal Committee. A disciplinary appeal must be submitted within 10 business days from receipt of the disciplinary action document. The hearing with the Management Disciplinary Appeal Committee shall be scheduled by the appellant or appellant's representative. The Committee shall consist of 4 management representatives designated by the Executive Officer. If the disciplinary appeal is not submitted to the Management Disciplinary Appeal Committee, it shall be barred and waived. The Committee will schedule a meeting with the appellant and/or appellant's representative within 16 business days.

Should the Committee fail to schedule the meeting within the above time frames, the disciplinary appeal may be advanced to the next step. The Committee will render its decision within 16 business days, based on the information presented at the meeting and follow-up investigation. If the Committee does not render a written decision within 16 business days of the hearing, the disciplinary appeal may be advanced to the next step. In the event the decision of the Management Disciplinary Appeal Committee does not, in the view of the appellant, resolve the matter, the Union and the AQMD may agree to mediation. If the Union and the AQMD do not agree to mediation, the appeal may be referred to the next step of the disciplinary appeal procedure (Hearing Officer) and may be immediately scheduled by the appellant or the appellant's representative to occur at the earliest practicable date.

Section 8. Mediation. If the disciplinary appeal is not resolved at Step 1, the written appeal may, by mutual agreement of the Union and AQMD, be referred to mediation. The Mediator shall be chosen by mutual agreement of the Union and AQMD. Mediation will be scheduled within 20 business days of the request of the appellant at a time that is agreed to by AQMD and the Union, subject to mediator availability. The mediation shall be conducted pursuant to Evidence Code Sections 1119-1126. Individual mediations will not exceed a period of 8 hours. Fees for mediation will be borne equally by the Union, the appealing party, and AQMD. If the appeal is not resolved through mediation, the appellant and the Union may refer the matter to the next step.

ARTICLE 36

GRIEVANCE, DISCIPLINARY APPEAL, AND HEARING OFFICER PROCEDURES

Section 9. Hearing Officer's Report and Recommendations. The appellant and the Union may request the Designated Deputy over Administrative and Human Resources to appoint a Hearing Officer to hear evidence and make recommendations to the governing body of AQMD regarding the disciplinary appeal. The appellant and the Union must request the appointment of the Hearing Officer within 10 business days from the date the appellant received the decision of the Management Disciplinary Appeal Committee. Failure of the appellant and the Union to request the appointment of a Hearing Officer within the time limits set forth above constitutes a waiver and bars the appeal, and the appeal will be considered settled on the basis of the management disciplinary appeal response.

Within 10 business days after receipt of a request for the appointment of the Hearing Officer, the Designated Deputy over Administrative and Human Resources or designee, shall attempt to reach voluntary agreement with the appellant and the Union as to the appointment of a Hearing Officer.

Failing to reach voluntary agreement within 10 business days of receipt of the request for the appointment of a Hearing Officer, the Designated Deputy over Administrative and Human Resources or Designee shall obtain a list from the American Arbitration Association of 15 persons who are qualified to serve as Hearing Officer. Upon receipt of the list of 15 Hearing Officers from the American Arbitration Association, the parties shall meet to select a Hearing Officer from the list. The list of 15 shall serve as the list of persons to be used by AQMD and the Union for the term of the Agreement, unless otherwise agreed to by both parties.

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

The Hearing Officer's findings are advisory only and not binding on either party. Within 30 days after receiving the Hearing Officer's written findings and recommendations, the AQMD and appellant shall provide written notice stating whether they accept or reject the Hearing Officer's findings. The failure to provide this notice is deemed to be a rejection of the Hearing Officer's findings and recommendations.

ARTICLE 36

GRIEVANCE, DISCIPLINARY APPEAL, AND HEARING OFFICER PROCEDURES

After receiving notice of AQMD's rejection of the Hearing Officer's findings and recommendations, the appellant and the Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this MOU.

The cost of obtaining a panel of Hearing Officers from the American Arbitration Association and all costs of the hearing, including the cost of the Hearing Officer, shall be equally borne by AQMD and the Union. Each party shall bear the cost of its own attorney's fees.

ARTICLE 37

SOLE AND ENTIRE MOU

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

Section 2. It is understood and agreed that there exists within AQMD, in written form, *Personnel Rules*, *Salary Resolution*, and *Employee Relations Resolution*s and/or an *Administrative Code* adopted by AQMD. Including specific modifications resulting from this MOU, these *Resolutions* and/or *Code* shall be incorporated by this reference into this MOU and shall remain in full force and effect during the term of this MOU.

During the term of this MOU, no new provision or amendment to these *Resolutions* and/or *Code*, which is not in accordance with this MOU, or which directly affects the wages, hours, terms, and conditions of employment of employees covered by this MOU, shall be adopted and/or implemented by AQMD, except upon agreement with the Union regarding any such changes or modifications of these *Resolutions* and/or *Code*.

ARTICLE 38

WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT

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

ARTICLE 39

EMERGENCY WAIVER PROVISION

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

ARTICLE 40

AUTHORIZED AGENTS

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

1. Representing management:

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

2. Representing SC-PEA:

David De Boer, President
South Coast-Professional Employees Association
21865 Copley Drive
Diamond Bar, CA 91765
Telephone No. (909) 396-2329

ARTICLE 41

SEPARABILITY PROVISION

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

ARTICLE 42

RENEGOTIATION

Section 1. The parties shall commence renegotiations under the terms of this Agreement beginning no later than October 15, 2017, except as provided for in Section 2 of this Article.

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

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

ARTICLE 43

SUCCESSOR AGREEMENT

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

ARTICLE 44

TERM OF MOU

Section 1. The term of this MOU shall commence on January 1, 2015, and shall continue for the period through December 31, 2017.

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

ARTICLE 45

PERSONNEL SYSTEM PROCEDURE

Section 1. Employee-Initiated Classification Studies.

a. Purpose. The purpose of this Article is to establish and implement a procedure whereby employees may request classification studies of their positions and duties in order to determine whether their duties and positions are properly classified.

b. Intent. It is the intent of the parties that this Article be included only to inform employees of the established procedure to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies.

ARTICLE 45

PERSONNEL SYSTEM PROCEDURE

c. Procedure. The request for reclassification by an employee must be submitted in writing, on the classification study request form provided by Human Resources, to the Designated Deputy over Administrative and Human Resources, including a statement from the employee on how the employee's duties have changed. When Human Resources receives the completed request for reclassification form, it shall acknowledge receipt of same in writing and shall inform the requester within 30 days as to whether duties have changed sufficiently to warrant a study. Human Resources will request employees to complete Position Description Forms and will make every effort to assure supervisors and management staff complete their portions of the form in a timely manner.

Human Resources will have the authority to approve, when circumstances warrant, beginning a study prior to receipt of supervisor and management portions of the form. Human Resources shall have a period of 90 calendar days from receipt of the completed employee portion of the Position Description Form to render a finding, unless the classification study requires further time, up to an additional 60 calendar days. Should Human Resources need the additional period of time of up to 60 days, it shall notify the employee in writing of its need for the additional period of time. If extenuating circumstances (e.g., the inability to gather needed information, consultant schedules beyond the control of AQMD, etc.) necessitate extensions to this schedule, the parties agree to revise the schedule to accommodate the extenuating circumstance.

If the employee is not satisfied with the response from Human Resources to the employee's request for reclassification, the employee may file a grievance subject to the grievance procedures set forth in this MOU. If there is a recommendation by Human Resources for a change in classification, the matter shall be referred to the AQMD Board.

ARTICLE 45

PERSONNEL SYSTEM PROCEDURE

Section 2. Voluntary Transfer Procedure.

a. List of Vacant Positions. Human Resources will post a list of vacant positions which the divisions have requested to be filled. The notice will contain the class title and any specialty designation, division, section/location, immediate supervisor, and last date for filing a transfer request. The list will be updated Tuesday of each week to incorporate the requests (requisitions) received during that week. It will be posted on Tuesday morning in Human Resources and on the main bulletin board in the Headquarters building, and will be telefaxed to each field office.

b. Filing Period. A transfer request may be filed at any time and will be active for a period of 6 calendar months. The filing period for transfers will close after the vacant position has been posted on the Transfer List for 5 business days. Interested employees will have until 5:00 p.m. Friday of that week to file a Request for Transfer form in Human Resources. If there is an AQMD holiday during the week, the filing period will be extended until 5:00 p.m. of the fifth business day.

c. Eligibility. Transfer candidates must have passed probation in their classification and have a current performance appraisal on file.

d. Lateral Transfer. To be considered for transfer outside the employee's current class, an employee must meet the minimum requirements for the class.

e. Rule of the List. Transfer applicants who are eligible for consideration will be listed in alphabetical order. The appointing authority must offer to interview all transfer applicants eligible pursuant to this procedure, and may select any transfer candidate on the list.

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

ARTICLE 45

PERSONNEL SYSTEM PROCEDURE

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

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

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

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

ARTICLE 45

PERSONNEL SYSTEM PROCEDURE

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

Section 5. Examination Procedures.

a. Description of Exam Content and Scoring Criteria. Each promotional recruitment bulletin will contain a summary of the testing process to be used including a description of the general content of examination elements, weights, and scoring criteria. To the extent possible, a copy of the recruitment bulletin will be provided to the Union 24 hours prior to posting. The purpose of this information will be to assist employees in completing the application package fully and in preparing for the other portions of the examination process (i.e., written test, writing skills test, oral examination).

b. Ties. There will be no ties in final scores in promotional examinations. Ties will be broken in favor of continuous service time with AQMD. In the event a tie still exists, the subsequent tie breaking will be done by alpha order that corresponds to pay period. (Pay period 1 = A; pay period 2 = B, etc.)

c. Posting of Eligible Lists. Eligible lists are public records and will be posted in Human Resources. Copies will be posted on bulletin boards in the affected divisions and field offices. Cutoff scores for placement on Eligible Lists shall be made solely at the discretion of management, and are not grieveable. Eligible lists shall be posted with names listed in the order of their rank, and shall include the number of those who participated in the process and the cutoff score that was used to determine inclusion on the eligible list.

d. Life of Eligible Lists. The maximum life of a promotional Eligible List is 6 months and may not be extended. A promotional Eligible List will expire if a request for certification from the list is not submitted for a period of 60 business days. The appointing authority will fill all vacant positions from existing eligible lists, except that a vacant position may be held vacant if the appointing authority provides reasons acceptable to the Deputy Executive Officer for retaining the vacancy. The Union will be notified of positions which are to be held vacant and reasons why in writing within 10 business days.

ARTICLE 45

PERSONNEL SYSTEM PROCEDURE

e. Eligibility During the Life of the List. An applicant must meet the minimum requirements of the class at the time the application is filed, except that AQMD may permit qualification during the life of the Eligible List in recruitments which are open continuously and/or have few qualified candidates available. If an open recruitment will include eligibility during the life of the list, it will be so stated in the job announcement bulletin. Eligibility during the life of the Eligible List will not be permitted in promotional recruitments.

f. Qualifying Time for Promotional Opportunities. Time spent in an approved working out-of-class assignment shall be counted as experience credit for promotional examinations, as appropriate.

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

a. Outside Raters. On promotional examinations, AQMD will attempt to obtain at least two raters from outside of AQMD service and one rater from outside of the affected division who is at least one classification level above the class for which the exam is being conducted.

b. Technical Experts. On promotional examinations, AQMD will attempt to obtain all raters from within the technical field appropriate for the position being tested.

c. Hiring Interview Questions. The appointing authority will use a structured interview format when conducting hiring interviews. The questions and answers will be job-related, and ratings will be based on criteria identified in the job analysis. The rating criteria will be developed prior to the interviews, and each candidate who is not selected will be advised of the basis for nonselection.

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

Section 8. Probationary Period. Effective May 9, 1997, all newly hired employees and all employees appointed to a supervisory class shall serve a 1-year probationary period. All other probationary periods for bargaining unit members, including promotions to nonsupervisory positions, shall be 6 months in duration.

ARTICLE 45

PERSONNEL SYSTEM PROCEDURE

Section 9. Layoffs and Reductions.

a. Layoffs. The appointing authority may layoff or reduce an employee when necessary:

   1. For reasons of economy or lack of work, or
   2. Where there are more employees than positions in any class within AQMD.

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

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

   First – Temporary
   Second – Probationary
   Third – Regular

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

c. Order of Layoff/Reduction of Regular Employees. In case there are two or more regular employees in the class from which layoff or reduction is to be made, such employees shall be laid off or reduced on the basis of their length of AQMD service, except that employees with less than satisfactory performance appraisal ratings (given in accordance with Human Resources guidelines), will be laid off or reduced before employees with satisfactory or better ratings. Only annual performance appraisals received and time-stamped in Human Resources 90 days or more prior to the date employees are notified of AQMD's intention to lay them off or reduce them in classification will be used in determining the order of layoffs and reductions.

d. Reemployment List. The names of persons laid off or reduced in accordance with these Rules shall be entered upon a reemployment list in the inverse of order specified for layoff. Such list shall be used by the appointing authority when a vacancy arises in the same or lower class of position, before certification is made from an Eligible List. When a vacancy occurs, the appointing authority shall appoint the person highest on the reemployment list who is available.

ARTICLE 45

PERSONNEL SYSTEM PROCEDURE

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

e. Ties in Layoff/Reduction Score. In case of a tie affecting two or more employees, the employee with the lowest current performance rating shall be laid off first. If a tie still exists and the employees were appointed from the same Eligible List to the position from which the layoff is to be made, the employee whose name was lower on said Eligible List shall be laid off first. If the appointments were not from the same Eligible list, the employee who was appointed from the later Eligible List shall be laid off first.

f. Exception to Order of Layoff. Where the appointing authority deems it to be in the best interest of the service, he or she may retain an employee who has specific qualifications, despite the order of the layoff provided above, if the appointing authority determines:

1. Such action is in the best interest of the service;
2. The employee retained has such special qualifications;
3. The employee laid off does not have such special qualifications; and
4. Such special qualifications are important in the performance of the work of AQMD.
5. The grounds for exception to the order of layoff will be expressly set forth in writing and included in the employee's personnel file and made available to the Union upon request.

g. Reduction. Appointing authorities may, at their discretion, if they deem it in the best interest of AQMD, make reductions, in lieu of layoff, to positions at lower levels in the same or related series or positions in other series for which the employee to be reduced has demonstrated by having previously passed probation in that classification that he or she possesses the skills and aptitudes required in the position to which he or she is to be reduced, thereby causing layoffs only in the lower ranks. When employees

ARTICLE 45

PERSONNEL SYSTEM PROCEDURE

are reduced pursuant to this section, they shall be reduced to a lower-level classification based on those factors contained in the layoff rules, including seniority with AQMD. If there are reductions in the lower classification, employees who have already been reduced once shall again be reduced based on the layoff rules, including seniority with AQMD, to an appropriate lower classification. This process shall continue until all reductions in force have been made.

h. Short-Term Layoffs. Notwithstanding any other provision of these Rules, short-term layoffs for periods not to exceed 15 consecutive work days, may be made in any order for reasons approved by the appointing authority.

ARTICLE 46

UNION SECURITY

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

Section 2. Modified Agency Shop. All employees covered by this Agreement must, as a condition of employment, either become and remain members of the Union in good standing for the term of this Agreement or pay a monthly fee equal to Union dues to one of the charitable organizations listed below in Section 5 for the term of this Agreement. Unit members must authorize payroll deductions for their dues payment or charitable contribution.

Employees hired after June 30, 2002, must, as a condition of employment, within 30 days of their appointment, either become and remain members of the Union in good standing for the term of this Agreement or pay to the Union an agency fee equal to Union dues.

Section 3. Dues and charitable fees shall be deducted by AQMD biweekly. Dues shall be remitted to the Union no later than 12 days from the pay date. Charitable deductions shall be remitted no later than the end of the month in which they are deducted. AQMD shall provide the Union with a biweekly statement of all charitable contributors that includes employees' names, charitable organization contributed to, and amount contributed.

Section 4. The parties agree that the obligations herein are a condition of continued employment for unit members. The parties further agree that the failure of any unit member to authorize payroll deduction of dues or the equivalent of Union dues to one of the charitable organizations listed in Section 5 below during the term of this Agreement shall constitute, generally, just and reasonable cause for termination.

ARTICLE 46

UNION SECURITY

AQMD shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing 15 work days or more after such submission.

Section 5. No unit member shall be required to join the Union or to make an agency fee payment if the unit member is an actual verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such unit member has verified the specified circumstances to the Union. Such employee must, instead, arrange with the Union to satisfy his/her obligation by donating the equivalent amount to one of the following non-labor, non-religious charitable funds: American Lung Association, United Way, American Cancer Society, or City of Hope.

Section 6. Except for collective bargaining, charitable contributors shall have no right to union representation or right to Union membership, although a charitable contributor may apply for Union membership during the term of the Agreement. In such case, the charitable contributor must become and remain a dues-paying member during the remaining term of the agreement. In the event a charitable contributor becomes a dues-paying member of the Union, full membership status will not exist unless and until the individual has (1) been a dues-paying member for 6 months, (2) paid an amount equal to 6 months of dues, or (3) paid the Union an amount equal to 6 months of dues through a combination of (1) and (2).

Section 7. Whenever a unit member shall be delinquent in the payment of dues or fees, the Union shall give the unit member written notice thereof and 15 days to cure the delinquency; a copy of said notice shall be forwarded to the Designated Deputy over Administrative and Human Resources. In the event the unit member fails to cure said delinquency, the Union shall request, in writing, that AQMD initiate termination proceedings. The termination proceedings shall be governed by applicable State laws and are specifically excluded from the Grievance Procedure Agreement or termination procedures.

AQMD shall not deduct moneys specifically earmarked for a Political Action Committee or other political activities unless such deduction is affirmatively, separately and specifically authorized in writing by the unit member.

ARTICLE 46

UNION SECURITY

The Union will defend, indemnify, and hold harmless AQMD from any loss, liability, or cause of action arising out of the operation of this Article.

The indemnity obligation is more fully set forth as follows:

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

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

ARTICLE 47

USE OF AQMD VEHICLES

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

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

ARTICLE 48

TELECOMMUTING SUBCOMMITTEE

A joint labor-management telecommuting subcommittee shall be established within thirty (30) calendar days of the of the Governing Board's approval of this new article. The telecommuting subcommittee will consist of one (1) member appointed by each of the SCAQMD bargaining units as well as three (3) management representatives appointed by the Executive Officer or designee. The subcommittee will establish the eligibility criteria for participation and the criteria used to measure the effectiveness of the program. These criteria will be presented as a recommendation to the Executive Officer for consideration as part of a SCAQMD policy and program for telecommuting.

ARTICLE 49

RATIFICATION AND EXECUTION

Section 1. SCAQMD and the Union acknowledge that this MOU shall not be in full force and effect until ratified by the Union and adopted by SCAQMD Board. Subject to the foregoing, this MOU is hereby executed by the authorized representatives of SCAQMD and the Union and entered into this 5th day of June, 2015.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

Barry R. Wallerstein, D.Env.
Executive Officer

William Johnson
ADEO, Administrative & Human Resources

Mohsen Nazemi
DEO, Engineering & Compliance

Michael O'Kelly
Chief Financial Officer

Henry Hogo
ADEO, STA/Mobile Source

John Olvera
Principal Deputy District Counsel

Bill Richards
Human Resources Manager

Bryan Bradford
Human Resources Manager

Maryann Gomez
Human Resources Analyst

PROFESSIONAL UNIT
SOUTH COAST PROFESSIONAL EMPLOYEES ASSOCIATION

David De Boer
Vice-President

Phil Barroca
Negotiation Team Member

Dairo Moody
Negotiation Team Member

Christi Schroeder
Negotiation Team Member

Eugen Teszler
Negotiation Team Member

Diana Thai
Negotiation Team Member

APPENDIX A
PROFESSIONAL BARGAINING UNIT
EFFECTIVE WITH PAY PERIOD ENCOMPASSING JANUARY 1, 2015

		Approximate Annual 1st Step	Approximate Annual 5th Step
AQ Analysis & Compliance Supv.	62F	95,079	117,767
AQ Chemist	53D	74,193	91,885
AQ Engineer I	53D	74,193	91,885
AQ Engineer II	55E	78,580	97,346
AQ Specialist	55E	78,580	97,346
Asst. AQ Chemist	46F	61,766	76,491
Asst. AQ Engineer	49E	66,611	82,530
Asst. AQ Specialist	49E	66,611	82,530
Meteorologist	54K	77,417	95,892
Principal AQ Chemist	62F	95,079	117,767
Program Supervisor	62F	95,079	117,767
Public Affairs Specialist	44H	58,506	72,537
Sr. AQ Chemist	56D	80,555	99,786
Sr. AQ Engineer	58D	86,437	107,081
Sr. Meteorologist	58B	84,563	104,753
Sr. Staff Specialist	58B	84,563	104,753
Sr. Transportation Specialist	58B	84,563	104,753
Staff Specialist	55E	78,580	97,346
Supv. AQ Engineer	62F	95,079	117,767
Tech. Info Center Librarian	46G	61,644	76,371

APPENDIX A
PROFESSIONAL BARGAINING UNIT
EFFECTIVE WITH PAY PERIOD ENCOMPASSING JANUARY 1, 2016

		Approximate Annual 1st Step	Approximate Annual 5th Step
AQ Analysis & Compliance Supv.	62F	96,505	119,534
AQ Chemist	53D	75,306	93,263
AQ Engineer I	53D	75,306	93,263
AQ Engineer II	55E	79,758	98,806
AQ Specialist	55E	79,758	98,806
Asst. AQ Chemist	46F	62,693	77,638
Asst. AQ Engineer	49E	67,610	83,768
Asst. AQ Specialist	49E	67,610	83,768
Meteorologist	54K	78,578	97,331
Principal AQ Chemist	62F	96,505	119,534
Program Supervisor	62F	96,505	119,534
Public Affairs Specialist	44H	59,384	73,625
Sr. AQ Chemist	56D	81,763	101,282
Sr. AQ Engineer	58D	87,733	108,687
Sr. Meteorologist	58B	85,832	106,324
Sr. Staff Specialist	58B	85,832	106,324
Sr. Transportation Specialist	58B	85,832	106,324
Staff Specialist	55E	79,758	98,806
Supv. AQ Engineer	62F	96,505	119,534
Tech. Info Center Librarian	46G	62,568	77,517

APPENDIX A
PROFESSIONAL BARGAINING UNIT
EFFECTIVE WITH PAY PERIOD ENCOMPASSING JANUARY 1, 2017

		Approximate Annual 1st Step	Approximate Annual 5th Step
AQ Analysis & Compliance Supv.	62F	97,953	121,327
AQ Chemist	53D	76,436	94,662
AQ Engineer I	53D	76,436	94,662
AQ Engineer II	55E	80,955	100,288
AQ Specialist	55E	80,955	100,288
Asst. AQ Chemist	46F	63,633	78,803
Asst. AQ Engineer	49E	68,624	85,025
Asst. AQ Specialist	49E	68,624	85,025
Meteorologist	54K	79,757	98,791
Principal AQ Chemist	62F	97,953	121,327
Program Supervisor	62F	97,953	121,327
Public Affairs Specialist	44H	60,275	74,730
Sr. AQ Chemist	56D	82,989	102,802
Sr. AQ Engineer	58D	89,049	110,317
Sr. Meteorologist	58B	87,119	107,919
Sr. Staff Specialist	58B	87,119	107,919
Sr. Transportation Specialist	58B	87,119	107,919
Staff Specialist	55E	80,955	100,288
Supv. AQ Engineer	62F	97,953	121,327
Tech. Info Center Librarian	46G	63,507	78,680