MEMORANDUM OF UNDERSTANDING

FULL-TIME UNIT – TEAMSTERS LOCAL #150

and the

COSUMNES COMMUNITY SERVICES DISTRICT

NOVEMBER 1, 2013 – DECEMBER 31, 2015

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ARTICLE 1 PURPOSE

1.1 This Agreement, hereinafter referred to as the "Agreement", contains the terms negotiated by and between TEAMSTERS LOCAL 150, hereinafter referred to as the "Union" and the COSUMNES COMMUNITY SERVICES DISTRICT, a public special district under the Public Resources Code Sections 5500 et seq., hereinafter referred to as the "District".

Both parties agree that the intent and purpose of this Agreement is the promotion of harmonious labor relations between the District and the Union and the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of wages, hours of work, and conditions and terms of employment and to establish a means of settling grievances, disputes and controversies between the District and its employees.

1.2 The Agreement is entered into pursuant to Section 3500 *et seq.* of the California Government Code.

1.3 The Agreement applies only to District employees in the represented classification(s) of the Parks Maintenance Division listed in Appendix "A".

1.4 All other terms and conditions of employment not explicitly modified/abridged by this Agreement shall remain in full force and effect. Proposed changes shall be subject to the Entire Agreement provision of this Agreement. Any changes to Local Rules shall be subject to the Meyers-Milias-Brown Act.

1.5 EMPLOYEE RIGHTS – FREEDOM FROM DISCRIMINATION

The District will not interfere with, restrain, coerce or discriminate in any way against any employees by reason of their membership in the Union or for any activity required or sanctioned by the Agreement. In no event shall District refusal to divulge confidential management information or documents to any member of the Union because of such employee's membership in the Union be deemed discrimination.

The Union recognizes its responsibility as designated bargaining agent and agrees to represent employees in represented classifications as listed in Appendix A, without discrimination or interference.

1.6 ENTIRE AGREEMENT

1) The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

2) Any other prior or existing understanding(s) or agreement (s) by the parties, whether formal or informal, regarding any such matters is hereby superseded. Except as provided in this Agreement, it is understood that each party to this Agreement voluntarily waives it right to negotiate with respect to any matter raised in negotiations or covered in this Agreement.

3) With respect to other matters within the scope of negotiations, negotiations may be required as provided in subsection 1.7 below.

1.7 The parties agree that the provisions of this subsection shall apply only to matters which are not covered in this Agreement. The parties recognize that it may be necessary for the District to make changes in areas within the scope of negotiations. Where the District finds it necessary to make such changes, the District shall notify the Union of the proposed change thirty (30) days prior to its proposed implementation.

The parties shall undertake negotiations regarding the impact of such changes on the employees when all three of the following exists:

1) Where such changes would affect the working conditions of employees.

2) Where the subject matter of change is within the scope of representation pursuant to the Meyers-Milias-Brown Act.

3) The Union requests to negotiate with the District during the 30 day notice period.

Any agreement(s) resulting from such negotiations shall be executed in writing and shall become an addendum to this Agreement. In the event the parties are unable to reach agreement the matter shall be subject to the Impasse procedure in the District's Employer Employee Relations Resolution.

ARTICLE 2 UNION RECOGNITION AND DUES

2.1 RECOGNITION

The District has certified and exclusively recognizes the Teamsters Local 150 as the bargaining representative for those represented classifications, within the Parks Maintenance Division listed in Appendix A attached or subsequently added thereto by reference as part of this Agreement. Such represented classifications shall hereinafter be referred to as the "Unit".

2.2 REPRESENTATION

The Union shall represent newly hired, full-time employees in the Unit for the purposes of collective bargaining in respect to wages, hours of work, and conditions and terms of employment.

2.3 AGENCY SHOP

All employees in represented classifications, as listed in Appendix A shall become members of the Union or pay a service fee in lieu of monthly Union dues in accordance with Hudson procedures.

All newly hired employees covered by this Agreement shall, within thirty (30) days of their employment, either become a member of the Union or pay a service fee in lieu of monthly Union dues in accordance with Hudson procedures.

2.4 EXEMPTION

An employee who is a conscientious objector or a genuine member of a bona fide religion, body or sect which as historically held conscientious objections to joining or financially supporting any public employee organization as a condition of employment will, in lieu of dues or service fees, pay sums equal to such dues or fees to one of the following four (4) funds:

1) American Cancer Society
2) Elk Grove Food Closet
3) Cosumnes Legacy Foundation
4) United Way

2.5 PAYROLL DEDUCTION OF UNION DUES

The District agrees to deduct from the pay of unit members, and pay to Union, the normal and regular monthly membership dues, and union sponsored insurance premiums (life and long term disability), as voluntarily authorized in writing by the employee on a District approved form. The District agrees to deduct an agency service fee in lieu of monthly Union dues in accordance with Hudson procedures for employees that are not members of the Union. Payroll deductions are subject to the following conditions:

1) No deduction pursuant to the Article shall be made from any unit member until written authorization from the employee, on the appropriate form is received. A copy of the written authorization must be kept on file in Human Resources.

2) Such payment shall be made through payroll deduction. Payment will be made through monthly payroll deduction, not to exceed 12 per year.

3) The District shall not be required to put into effect any new, changed or discontinued deductions unless the required form is submitted at least ten (10) days prior to the District cut off date for processing changes. The District shall inform the Union of said cut-off dates.

4) The Union shall accept responsibility for notifying individual members of any impending change in dues or insurance rates.

5) The Union shall indemnify, defend and hold harmless the District, its officers, agents and employees from and against any claims, costs, demands suits or liabilities of any nature whatsoever arising out of, or related to, its deduction of dues and insurances for the union.

6) All employees must, as a condition of employment, either become a Union member and pay regular monthly dues or pay an agency service fee in lieu of dues. Failure to authorize deductions for either Union dues or the agency service fee shall result disciplinary action up to and including termination from employment.

ARTICLE 3 UNION RIGHTS, UNION STEWARDS AND UNION REPRESENTATION

3.1 RECOGNITION

The District recognizes and agrees to deal with the designated Union Stewards and Representatives of the Union in all matters relating to grievances. An employee may request and be granted Union representation during an investigatory interview when he or she has a reasonable belief that discipline or other adverse consequences may result.

3.2 OFFICER AND STEWARDS LIST

A written list of the Officers of the Union (Executive Board Members) and the Union Stewards, with the specific areas they represent, shall be furnished to the District immediately after their designation and the Union shall notify the District promptly in writing of any changes.

3.3 NUMBER OF REPRESENTATIVES

The Union shall designate representatives to attend meetings for the purpose of meeting and conferring.

3.4 MEETING TIMES, PROCEDURES AND PURPOSES

Representatives of the Union shall be entitled to meet and confer with District officials during regularly scheduled working hours, for reasonable periods or otherwise as specifically provided in this Agreement without loss of pay or time. However, employee representatives shall not leave their duty station or assignment without the specific prior approval of their first level supervisor outside of the bargaining unit or if the latter is not reasonably available, their next higher supervisor. This shall not restrict Management and the Union from meeting during non-working hours if they agree to do so.

3.5 NUMBER OF STEWARDS

There shall be a maximum of 1 Union Steward assigned per unit. Any change in the number of Stewards shall be made available to the district.

3.6 INVESTIGATION OF A GRIEVANCE

Upon the request of the aggrieved employee, a Steward or Union Officer may investigate the specified grievance, provided it is in his/her unit, and assist in its presentation. The Steward or Union Officer and the employee shall be allowed reasonable time for these activities during working hours without loss of time or pay, subject to prior notification and approval of the first level of supervision outside the bargaining unit or if the first level supervisor is unavailable, the next higher level of supervision. Such approval shall not be unreasonably withheld.

3.7 GRIEVANCE MEETINGS

Grievance meetings between the District and an employee or group of employees shall allow for a reasonable period of time for each party to represent its position. In most cases, one (1) hour should be sufficient for such meetings. The aggrieved

employee may request Union Steward representation in any such meetings.

3.8 COPY OF AGREEMENT

The District shall furnish newly-hired employees covered by this Agreement with a copy of the Agreement. The District will provide each employee with a letter from the Union, if one is provided.

3.9 BULLETIN BOARDS

The Union may use existing designated bulletin boards to post materials related to Union business. Upon mutual agreement between an authorized Union representative and the District, Union bulletin boards may be installed where they are accessible to employees. The Union shall reimburse the District for any costs incurred.

A copy of all materials posted must be distributed to the Human Resources Manager prior to posting. The Union agrees that any literature posted or distributed on site will not be libelous, obscene, defamatory, or of a partisan political nature.

3.10 NOTICE

Any notices required or permitted under this agreement shall be in writing to the following:

For the District:

Human Resources Manager
8820 Elk Grove Blvd.,
Elk Grove, CA 95624

For the Union:

Director
Teamsters Local 150
7120 E. Parkway
Sacramento, CA 95823

ARTICLE 4 MANAGEMENT RIGHTS

The District retains all rights to manage, direct, and control its business in all particulars, except as such rights are expressly and specifically modified by the terms of this Agreement or any subsequent amendment. Those rights include, but are not limited to, the following:

- To determine the merits, nature, extent or organization of any service or activity conducted, as well as the right to determine and implement its public functions and responsibilities.
- To direct employees of the District.
- To hire, promote, transfer and temporarily or permanently assign employees.
- To lay off employees due to lack of work, lack of funds or any other reason(s) deemed necessary by the District for its efficient administration.
- To reprimand and/or counsel employees orally and in writing.
- To demote, suspend or discharge employees.
- To determine the District budget, the number of employees, the level of staffing and the methods and technology required to perform its work.
- To take whatever action may be appropriate to carry out its mission in situations of emergency.
- To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities so long as it is not undertaken for the purpose of implementing a layoff and no bargaining unit employees are on a lay-off status.
- To publish such reasonable rules, regulations and/or policies that the District judges appropriate. This shall include the modification or repeal of existing rules, regulations, or policies. The District agrees that it will provide notice of such changes to the Local Union representative(s) or designee and, if requested, will meet and discuss with the Union regarding the impact of any change(s) to wages, hours, or terms and conditions of employment.

ARTICLE 5 COMPENSATION AND HOURS OF WORK

5.1 WAGES

Employees shall be compensated in accordance with the salary schedule which is attached as Appendix "B".

Most new employees and promoted employees are appointed to Step 1 of the salary schedule for their classification. Appointment at a step higher than Step 1 is at the sole discretion and approval of the Department Head and will be based upon the employee's experience and education. Appointment above Step 4 must be approved by the General Manager.

There will be a salary adjustment effective 7/1/14 based on actual Lighting and Landscape index increase, with a maximum of 4%.

The District commits to conducting a total compensation study and reopener to discuss potential salary adjustments by 7/1/15.

5.2 OVERTIME AND COMPENSATING TIME OFF

In accordance with the Fair Labor Standards Act (FLSA), authorized time actually worked in excess of 40 hours per work week, by non-exempt employees, is considered overtime. Such time will be recorded as overtime and compensated at time and one-half.

All overtime, with the exception of that required for emergency situations, must be approved in advance by the employee's supervisor. In lieu of payment, an employee may request Compensatory Time Off (CTO). Whenever possible, this request should be made before working the overtime and approved by the employee's supervisor.

An employee may not accrue CTO in excess of 40 hours. The Department Head may approve exceptions up to 80 hours. Once the CTO limit is reached, any authorized overtime will be compensated monetarily. All accrued Compensating Time Off will be cased out annually. The CTO balance as of June 30th will be cashed out and paid on the July paycheck at the employee's current rate of pay.

The parties recognize the District's right to schedule abnormal work weeks; however, the District will continue its practice of not giving an employee a day off during their regular work week in order to do emergency work on Saturday or Sunday.

5.3 CALL-BACK COMPENSATION

A non-exempt employee who is called in to perform work on a day which is not a regularly scheduled work day or who is called back to work after working a regular shift shall be paid for a minimum of two hours, but may be required to work for the full two hour period. After the first two hours, additional time shall be accrued in quarter hour (15 minute) increments. The rate of compensation shall be regular pay or overtime, depending on the total hours actually worked for the work week.

A non-exempt employee who responds to a call for assistance outside normal working hours but does not require returning to work shall be paid for the time spent responding to the call rounding up to the nearest quarter hour (15 minutes). The rate of compensation shall be regular pay or overtime, depending on the total hours worked for the work week.

5.4 WORK SCHEDULE FOR NON-EXEMPT EMPLOYEES

All employees will be assigned a work schedule by their supervisor. This schedule may be changed, at the sole discretion of the supervisor and Department Head, to meet the needs of the District. With the exception of an emergency circumstance, 10 working days advance notice shall be provided to the employee whose schedule is being changed.

Each employee shall report, and be ready for work, according to his/her assigned schedule unless prior approval of the supervisor has been granted. Any employee who is unable to report for work on any particular day, must, under all but the most extenuating circumstances, contact his/her supervisor as soon as possible. The employee shall make all attempts to ensure contact no later than 30 minutes prior to the scheduled starting time. This contact must be made using the most appropriate communication method for the section/division in which the employee is assigned. Individual supervisors may request this contact via phone, email or another specified communication method. Whichever communication method is used, the employee shall leave contact information so the supervisor can return the message.

5.5 STANDARD WORK WEEK SCHEDULES

The Standard work week for a non-exempt employee for payroll purposes is Sunday through Saturday. Some District employees work alternative work schedules set up and approved by their Department Head. These alternative work schedules may have a different work week.

5.6 FLEXIBLE WORK SCHEDULES

Because there are evening and weekend activities which require the presence of District employees, the District may implement flexible work schedules. Any such schedule shall comply with applicable state and federal laws. Proposed flexible work schedules must be approved by the Department Head prior to implementation. Approval is dependent upon the operational needs of the District.

5.7 ALTERNATIVE WORK SCHEDULES

Alternative Work Week Schedules are not flexible, but may be adopted as a result of Department Head approval and election by all the affected employees within the division or work unit requesting the schedule. Any such schedule shall comply with applicable state and federal laws. The most common alternative work schedules in the District are 9/8/80 or 4/10. Any alternative work schedule can be cancelled due to operational need.

The 9/8/80 work schedule revises an employee's work schedule so that he/she works 80 hours in nine days over a two-week period. The employee will work eight nine-hour days and one eight-hour day during the two weeks, with an additional day off when compared to the traditional work schedule.

The 4/10 work schedule revises an employee's work schedule so that he/she works 40 hours in four days within a one-week period. Usually the employee will work four ten-hour days with an additional day off when compared to the traditional work schedule.

Employees should contact their Department Head for further information on establishing an Alternative Work Week Schedule.

5.8 HOLIDAY AND ALTERNATIVE WORK SCHEDULES

Non-exempt employees working an approved alternative work schedule (9/8/80 or 4/10 schedule) must make arrangements to supplement the difference between the eight-hour holiday and the number of hours worked on the alternative schedule so as not to incur a loss of pay. Options to supplement the hours include using accrued vacation or Compensating Time Off (CTO) hours, or working the additional hours during the same work week. All options require the pre-approval of the supervisor.

If a holiday falls on a normal day off during the alternative work schedule, the employee shall be permitted to take a corresponding alternate day off from work. The alternate day off must be taken in the same work week, and must be preapproved by the supervisor.

5.9 REST PERIODS

The District provides rest periods to employees, subject to operational needs, although the District is exempt from the requirement to provide rest period under the California Labor Code. In most cases, employees may take periods of rest during the regular workday consisting of a 10 minute rest period in the first half of their shift and another 10 minute rest period in the second half of their shift.

Employees are responsible for making sure they take their breaks.

Employees who cannot take breaks midway through the morning and the afternoon because of work flow or other reasons may take breaks at another time during that shift subject to the following restrictions:

Rest periods shall be scheduled in accordance with the requirements of the nature of the work assignment, but in most cases shall not be scheduled within one hour of the beginning or ending of a work shift or lunch period.

Rest periods may not be combined to increase the duration of the lunch break or to end the shift earlier.

Supervisors may designate the locations (s) at which rest periods may be taken. Rest periods begin when the employee stops work and ends when the employee returns to work, not upon arrival at a location other than the work station or job site.

5.10 LUNCH PERIODS

The District provides lunch breaks to employees although the District is exempt from the meal break parameters under the California Labor Code. The duration and timing of meal breaks shall be established by the supervisor based on the operational needs of the section/division. An unpaid lunch break of not less than 30 minutes and up to 60 minutes shall be provided subject to operational needs. It shall be scheduled, to the extent reasonable possible, in the middle of the employee's work shift. Lunch breaks begin when the employee stops work and ends when the employee returns to work, not upon arrival at a location other than the work station or job site. Employees are responsible for ensuring that they take their designated lunch break.

ARTICLE 6 HEALTH AND SAFETY

The District will comply with Federal and State Health and Safety Laws and Standards applicable to the District and with District rules and regulations. The District agrees to use reasonable efforts to ensure that all work is performed in a safe and healthful manner consistent with the requirements of the work to be performed.

6.1 DISTRICT SAFETY COMMITTEE

The Teamsters Locals 853/150 may designate one (1) employee representative to the District Safety Committee.

6.2 CHEMICALS

Any chemical application considered safe under the guidelines of the Injury and Illness Prevention Program shall be deemed acceptable.

6.3 EMPLOYEE RIGHTS AND RESPONSIBILITIES

1) District employees have the right to refuse to perform work which would violate applicable Federal and State Health and Safety Laws or work that would pose a real safety hazard to the employee's safety or health or where the employee reasonably deems the work to be unsafe due to a lack of training and/or experience.

2) District employees are responsible to obey all occupational safety and health standards, rules, regulations and orders issued according to the law.

3) A worker may not be fired or punished in any way for complaining to Cal OSHA or using any other right listed above.

6.4 FACILITY CLOSURES

Situations may arise that pose a serious risk to the health, safety or security of District staff, program participants and others that necessitate closing an individual or multiple District buildings or park facilities. Examples include the following: threats to persons or property; a recommendation by civil authorities; a public utilities failure, including the failure of a gas, electric, water, or sewer system or natural disaster.

District staff will be notified as quickly as practical through internal and external communication systems once a decision is made to close a facility. In the event of an unscheduled facility closure:

1) Employees directed to stay home prior to arriving at work will be paid for their scheduled shift.

2) Employees directed to leave will be paid for the remainder of their scheduled shift.

3) If the closure lasts longer than one day, the Department Head shall make arrangements for employees to work at an alternate work site if feasible.

6.5 WORKERS' COMPENSATION AND JOB INJURY LEAVE

Employees are protected by Workers' Compensation insurance while employed by the District effective the first day of employment. The policy covers employees in case of occupational injury or illness. The District pays the full cost of this coverage.

6.6.1 Reporting a Workers' Compensation Injury or Illness

Any employee, who sustains a work-related illness or injury, must immediately report it to the supervisor, and if possible, together with the supervisor immediately call the Company Nurse On Call line. The supervisor must provide the injured or ill employee an Employee's Claim for Workers' Compensation Benefits form for completion as soon as possible. The injury or illness must be reported no later than 24 hours after the occurrence. Failure to do so could result not only in a delay of benefits but also corrective action for failing to comply with this mandatory policy.

6.6.2 Workers' Compensation Benefits

1) **Medical benefits** - Medical benefits include all medical and hospital benefits reasonably necessary to cure or relieve from the effects of the injury. Any employee with a legitimate work-related injury which requires medical attention will be eligible for benefits. These benefits and they can be awarded into the future as needed.

2) **Temporary Disability** - If your injury or condition requires an absence of more than 3 days of work or causes hospitalization, temporary disability benefits will be established. These benefits are usually paid bi-weekly and will be sent directly from the Workers' Compensation insurance carrier. Temporary disability is paid at the rate of two-thirds of your average weekly earnings.

3) **Permanent Disability -** If your injury or condition results in some permanent impairment, you may be eligible for Permanent Disability. The amount is determined by a complex formula which reduces the disability as described by the doctor to a percentage. Workers' Compensation benefit payments may be coordinated with any accrued leaves benefits as part of a medical or disability leave of absence. For more information about coordination of these benefits, please contact Human Resources.

6.6.3 Pre-Designation Notice

Employees seeking treatment due to a work-related injury or illness will be referred to the District designated clinic unless Human Resources has received a written pre-designation notice signed by the designated health care provider. This notification must have been submitted prior to any injury. The Pre-Designation Notice form is found on the District Intranet under the Human Resources tab.

6.6.4 Medical Updates

Employees are responsible for providing their supervisor or Human Resources with an update on their anticipated return, or potential restrictions, immediately following each medical visit.

6.6.5 Workers' Compensation Fraud

California law makes it a crime to knowingly file a false or fraudulent claim for Workers' Compensation benefits, or to knowingly submit false or fraudulent information in connection with any Workers' Compensation claim. Violation of this law is punishable by imprisonment of up to five years, substantial fines, or both. Filing a false or fraudulent Workers' Compensation claim is also a violation of District policy, and will result in corrective action, up to and including termination.

ARTICLE 7 WORKING CONDITIONS

7.1 DRIVER'S LICENSE

Possession and maintenance of at least a California Class C driver's license, with an acceptable driving record, is a condition of employment as specified in the applicable job description. Employees in these positions shall bear any costs of obtaining and maintaining a California Class C driver's license.

Insurability and compliance with established District vehicle operation standards are also conditions of employment and specified in the job description.

Individual job classifications may require a class of driver's license other than a California Class C. The license requirement will be outlined in the job description for each position. The expenses of obtaining and maintaining a driver's license for any class other than a California Class C will be covered by the District.

7.2 PHYSICAL EXAMINATION

The District may require employees to take a physical examination consistent with applicable state and federal laws to determine fitness for duty. The employee may take time off from work for such an exam, and the District will cover all expenses. Accordingly, the examination must be scheduled so as to minimize time away from work and be approved by the supervisor based on operational needs.

7.3 USE OF DISTRICT COMPUTERS, INTERNET, E-MAIL, AND PHONES

All electronic communications and access codes, including all software and hardware issued by the District, are and shall remain the sole property of the District. These devices are provided for use in carrying out District Business. All messages sent and received, including any personal messages, and all data information stored on the District computer system are District property regardless of the content. Employees shall have no expectation of privacy in this regard.

In drafting any e-mail, employees must keep all messages professional and should never send anything by way of e-mail that would not be appropriate for a letter or memo. Use of District internet during work hours may only be for distribution of work-related information or to research District-related matters.

7.3.1 Personal Use

Incidental and occasional personal use of District computers, voicemail, and e-mail systems while off-duty (e.g. on breaks, lunch period, or after hours) is permitted, but information and messages stored in these systems will be treated no differently from other business-related information and messages, as described below.

7.3.2 Prohibited Use

The following are specific examples of prohibited uses of the District computer related system and equipment, although this is not intended to be an exhaustive list:

1) The District e-mail and/or internet may not be used to solicit commercial ventures, religious or political causes, outside organizations, or other non-job related solicitations, or to conduct an outside business for personal financial gain.

2) The District e-mail and/or internet may not be used for any illegal activities, such as gambling or arranging the purchase of drugs.

3) Employees may not use District e-mail, computer network, or voicemail for storing, transmitting, or receiving any information that may be seen by others as discriminatory or harassing in any way. Examples of forbidden transmissions include sexually explicit photographs, messages, cartoons or jokes, unwelcome propositions or love letters, ethnic or racial slurs, or any other information that a reasonable person would find offensive.

4) Employees may not use e-mail for messages that are defamatory, intimidating, or threatening in nature.

5) The District e-mail and/or internet system also may not be used to send (upload) or receive (download) unauthorized materials, including copyrighted materials, trade secrets, propriety or financial information, or similar materials where the user does not have authority or permission to access such materials.

7.4 PROBATIONARY STATUS

The probationary period shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position assignment, and for the evaluation of continued employment of any probationary employee. Appointments, including promotional appointments, shall be tentative and subject to a probationary period which begins on the date of hire or appointment. The probationary period for new hires and promotions shall be a 12 month period of actual service.

Employees in the first thirty (30) days of a promotional probationary period shall have a right of return to their previous position if they determine that the promotional appointment is unacceptable for any reason, provided the employee had achieved regular status in the lower position.

Any employee released during the first thirty (30) days of a promotional probationary period, shall have a right of return to the previous position if the employee held regular status in the lower level position, unless dismissed for cause.

Probationary employees absent from the job for more than 20 working days shall have the probationary period and the due date of the performance evaluation(s) extended by the equivalent amount of time of the employee's absence. During the time that a probationary employee is off work on an approved leave, the probationary employee shall retain his/her normal anniversary date for purposes of accruals and CalPERS service credit.

ARTICLE 8 INSURANCE BENEFITS

Effective January 1, 2014, the District shall establish a Section 125 compliant Cafeteria Plan ("Plan") to provide a vehicle for the payment of health, dental, vision and optional benefit premiums.

DEFINITIONS:

- Minimum Employer Contribution (MEC):
  This is the amount of money the District is obligated to pay to qualifying employees or retirees pursuant to PERS resolution and government code section 22892.

- District Contribution to Plan:
  This is the amount of money the District is obligated to pay into the section 125 cafeteria plan pursuant to the terms of this agreement.

- Employee Contribution to Plan:
  This is the amount of money a qualifying employee must pay to receive benefits. It is the difference between the District's contribution to the Plan and the monthly premium for the benefits selected by the employee. Employee Contributions shall be made by payroll deduction. Pre-tax deductions will be made to extent permissible by law.

8.1 MEDICAL INSURANCE

8.1.1 District Contributions to Plan:

1) **Effective January 1, 2014**, the District agrees to contribute a dollar amount, by category, equal to 95% of the premium for regular full time employees based on the lowest cost HMO in the Sacramento Area Region:

   - Subscriber Only – 95% of rate
   - Subscriber Plus One – 95% of rate
   - Subscriber plus Two or more - 95% of rate

2) **Effective January 1, 2015,** the District agrees to contribute a dollar amount, by category, equal to 90% of the premium for regular full time employees based on the lowest cost HMO in the Sacramento Area Region:

   - Subscriber Only – 90% of rate
   - Subscriber Plus One – 90% of rate
   - Subscriber plus Two or more - 90% of rate

8.1.2 Employee Contributions to the Plan:

The employee shall pay any difference between the District's contribution to the Cafeteria Plan, if applicable, and the actual premium of medical insurance selected by the employee.

8.1.3 Health Stipend Program:

An employee who has medical insurance through another source may opt-out of PEMHCA medical. The employee must complete the District Opt-Out Election Certificate and be eligible pursuant to PEMHCA.

An employee who elects to opt-out of PEMHCA shall forgo the District contribution to the Cafeteria Plan identified in section 8.1.1 above.

8.1.4 PEMHCA Compliance:

For qualifying employees enrolled in a CalPERS PEMHCA medical plan, the District's contribution to the Plan described above includes the minimum employer contribution amount required under PEMHCA.

8.1.5 Alternative Insurance Options:

The District may explore alternative providers for Health Insurance during the term of this agreement and change providers after meeting and conferring with the Union over the impact of any such change.

8.2 DENTAL INSURANCE

8.2.1 District Contribution to Plan:

For the term of this agreement, the District agrees to pay an amount, by category, into the Plan equal to 100% of the District basic dental insurance premium for regular full time employees in accordance with the following:

- Subscriber Only – 100 % of the premium
- Subscriber Plus One - 100% of the premium
- Subscriber Plus Two or more - 100% of the premium

8.2.2 Employee Contributions to the Plan

The employee shall pay any difference between the employer contribution amount and the actual premium of the dental insurance selected.

8.2.3 Alternative Insurance Options:

The District may explore alternative providers for dental insurance during the term of this agreement and change providers after meeting and conferring with the Union over the impact of any such change.

8.3 VISION INSURANCE

8.3.1 District Contribution to Plan:

For the term of this agreement, the District agrees to pay an amount, by category, into the Plan equal to 100% of the District basic vision insurance premium for regular full time employees in accordance with the following:

- Subscriber Only – 100 % of the premium
- Subscriber Plus One - 100% of the premium
- Subscriber Plus Two or more - 100% of the premium

8.3.2 Employee Contributions to the Plan

The employee shall pay any difference between the employer contribution amount and the actual premium of the Plan selected.

8.3.3 Alternative Insurance Options

The District may explore alternative providers for Vision Insurance during the term of this agreement and change providers after meeting and conferring with the Union over the impact of any such change.

8.4 OPTIONAL INSURANCE PLANS

The District shall offer at least two (2) optional insurance plans for employee participation. Optional insurance may include accident, disability or other specialized insurance products. These optional elements shall be offered to employees within the Cafeteria Plan on a pre-tax basis.

8.5 LIFE INSURANCE

The District provides each full-time employee with a term life insurance policy through a plan selected by the District. In accordance with District policy, and at District, expense, life insurance protection of $20,000* for non-exempt employees is provided.

Additional life insurance is available at employee expense. If additional life insurance is purchased, employees must sign an enrollment/payroll deduction form to pay any insurance premiums not covered by the District. Contact Human Resources for additional information and enrollment forms.

*The increase from $10,000 to $20,000 is effective as soon as administratively feasible following Union ratification of MOU and Board approval.

8.6 LONG TERM DISABILITY INSURANCE

The District provides Long-Term Disability (LTD) insurance for full-time employees through a plan selected, and paid for, by the District. Employees are eligible for this coverage on the first day of the calendar month following the date of employment. The purpose of LTD insurance is to provide eligible employees with a percentage of normal income when an injury or illness occurs on or off the job.

8.6.1 Carrier

Currently, the Long Term Disability insurance carrier is Metropolitan Life. Notice of potential changes to either the carrier, or coverage, will be provided to the unit representative for Local #150 in advance of any changes being finalized.

8.6.2 Coverage

Disabilities related to pregnancy and Workers' Compensation illnesses or injuries are covered under the LTD plan. Benefits begin 30 days after the commencement of the disability (referred to as the elimination period). Employees may use accrued leave time during the elimination period.

8.6.3 Integration of Benefits

If applicable, Workers' Compensation temporary disability payments may also be integrated with LTD benefits. When an employee is receiving benefits from other sources, the total amount of compensation received by the employee, including LTD benefits, shall not exceed 100% of the employee's normal monthly income.

8.6.4 LTD Benefits

The maximum monthly benefit is $5,000. The maximum benefit period is to age 65.

NOTE: The monthly benefit is calculated at 66 2/3% of the first $7,500 of monthly pre-disability earnings. The pre-disability earning amount may be reduced by income received from other sources (referred to as deductible income) prior to the benefit calculation.

ARTICLE 9 BENEFITS

The District provides a wide variety of benefits in addition to the insurance, retirement and leave benefits enumerated in this Agreement. For information on other types of benefits, please refer to the Employee Handbook or Human Resources. If there are differences between those documents and this Agreement, this Agreement is the ruling document for the represented classifications.

9.1 RETIREMENT BENEFITS

The District has contracted with the California Public Employees Retirement System (CalPERS) to provide retirement benefits for its eligible employees. Eligibility for retirement benefits begins after working 1,000 hours in a single fiscal year. The plan provides a defined and guaranteed monthly retirement benefit. For further information regarding CalPERS retirement benefits, contact Human Resources or visit the CalPERS website at www.calpers.ca.gov.

The District makes the required employer contribution to CalPERS and employees make the required employee contribution via payroll deduction.

9.1.1 Retirement Formulas

1) Employees hired prior to January 1, 2011

   The retirement formula is 2.5% @55 based on the employee's highest 12 months salary and number of years of Plan participation. Employees make a monthly contribution equal to 8% of salary.

2) Employees hired on or after January 1, 2011

   The retirement formula is 2% @ 55 based on the employee's highest 36 months salary and number of years of Plan participation. Employees make a monthly contribution equal to 7% of salary.

3) Employees hired on or after January 1, 2013

   The retirement formula is 2% @ 62 based on the employee's highest 36 months salary and number of years of Plan participation. Employees shall make a monthly contribution equal to 1/2 of the normal cost.

9.1.2 Social Security

The District does not participate in the Social Security Plan for full-time employees with the exception of the mandatory Medicare (FICA-Med) deduction.

The District does participate in the Social Security Plan for part-time employees until the employee is eligible for CalPERS membership. Part-time employees are also subject to the mandatory Medicare deduction.

9.2 EMPLOYEE ASSISTANCE PROGRAM

The District provides all full-time employees and their dependents with an Employee Assistance Program (EAP) selected by the District. The EAP is a confidential service designed to help employees manage life's challenges. The EAP can refer employees to professional counselors and services that can assist with a broad range of personal problems affecting emotional health, family life, and work life. To speak to an EAP representative, call 1-800-227-1060.

Refer to the current EAP brochure available in the Human Resources office for more information regarding services available through the EAP provider.

9.3 VACATION LEAVE DONATION PROGRAM

Employees with more than 12 months of service who are incapacitated and unable to work due to a prolonged catastrophic illness or injury affecting the employee or his/her immediate family and who have exhausted all accrued leave are eligible to request a donation of vacation leave time from other employees through the District Leave Donation Program.

Requests for such leave shall be made in writing to Human Resources as soon as it becomes apparent that the employee will be unable to return to work prior to all accrued leave balances ending.

Participation in this plan shall be voluntary by all parties. There is no guarantee that the amount of donated time shall be sufficient to cover the maximum term allowed.

It is important to note that this program does not establish a separate category of leave; it provides a method to ensure that an employee facing catastrophic illness or injury affecting the employee or his/her immediate family receives pay while on leave after the other avenues of paid time are exhausted.

For detailed information on the administration of this program see Board Policy 0065 which is located on the District Intranet under the Human Resources tab.

9.4 UNIFORMS AND SAFETY BOOTS

9.4.1 Uniform Shirts

The District shall provide full-time employees with eleven uniform shirts. The style, color, and logos shall be at the sole discretion of the District. Employees are required to wear their District uniform shirt at all times while on-duty. District uniforms shall be cleaned and maintained by the District. The District will not provide work pants. Employees are expected to wear work style pants (e.g. Dickies) or jeans. Employees may request to wear shorts, however, the District reserves the right to deny an employee's request to wear shorts due to safety reasons. Shorts shall be a minimum of mid-thigh length or longer.

9.4.2 Uniform Jackets and Hats

On occasion and when financially feasible, the District may provide employees with District jackets and hats. The style, color, and logos shall be at the sole discretion of the District. Employees are responsible for cleaning and maintaining jackets when provided by the District. Jackets and hats provided by the employee shall be clean and in good condition, not worn out, heavily stained, or with holes. Logos must be appropriate for the work place.

9.4.3 Safety Boots

The District shall provide a safety boot allowance of $150.00 per fiscal year. Safety boots must meet CAL-OSHA regulations. Employees are required to wear safety boots at all times while on-duty.

9.5 DEFERRED COMPENSATION

The District agrees to maintain a voluntary program of employee funded deferred compensation for full-time employees. It is understood that the District is solely responsible for the selection of deferred compensation plans and plan administrators.

9.6 RETIREE MEDICAL BENEFITS

The District shall establish a section 115 medical reimbursement plan to reimburse eligible retirees for qualifying medical expenses in accordance with the following:

TIER 1 – Retiree Medical Benefits

- Employees hired prior to July 1, 2010 and are age 50 or older, or have 20 years of service with the District, as of January 1, 2015 shall receive the District Tier 1 benefit, subject to CalPERS eligibility.
- Employees hired on or after July 1, 2010 and are age 50 or older, or have 20 years of service with the District, as of January 1, 2015 shall receive the District Tier 1 benefit, subject to CalPERS eligibility and Schedule A.

TIER 1 - District Contributions to Retiree Medical Plan

The District Tier 1 benefit contribution for the duration of this agreement shall be a dollar amount sufficient to pay the premium for the lowest cost HMO when combined with the Retiree Contribution rates below:

Enrollment Category	Retiree Contribution
Employee only Medical up to the lowest cost HMO:	$0.00
2-party or family medical up to the lowest cost HMO:	$15.00

TIER 2 – Retiree Medical Benefits

- Employees hired prior to July 1, 2010 and are age 40 -49 as of January 1, 2015 shall receive the District Tier 2 benefit, subject to CalPERS eligibility.
- Employees hired on or after July 1, 2010 and are age 40 -49 as of January 1, 2015 shall receive the District Tier 2 benefit, subject to CalPERS eligibility and Schedule A.

TIER 2 - District Contribution to Retiree Medical Plan
The District tier 2 benefit contributions shall be up to the employee plus one based on the lowest cost HMO in the Sacramento Region. Employee contribution is based on cost share at the time of employee's retirement.

TIER 3 – Retiree Medical Benefits

- Employees hired prior to July 1, 2010 and are under age 40 as of January 1, 2015 shall receive the District Tier 3 benefit, subject to CalPERS eligibility.
- Employees hired on or after July 1, 2010 and are under age 40 as of January 1, 2015 shall receive the District Tier 3 benefit, subject to CalPERS eligibility and Schedule A.

TIER 3 - District Contribution to Retiree Medical Plan
The District tier 3 benefit contributions shall be up to the employee plus one based on the lowest cost HMO in the Sacramento Region until age 65 (or Medicare Eligibility). At age 65 (or Medicare Eligibility), District contribution transitions to the Tier 3 Medicare Stipend. Employee contribution is based on cost share at time of employee's retirement.

TIER 3 – Medicare Stipend
The Medicare Stipend is capped at a dollar amount not to exceed $500.00 per month, inclusive of any required minimum employer contribution (if applicable). The Stipend shall be issued to qualifying retirees on a reimbursement basis only.

Example:

Medicare Supplement Cost	Stipend Reimbursement amount
$370.00	$370.00
$505.00	$500.00

Schedule A

Credited Years of District Service	Percentage of District Contribution to plan
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more years	100

General Provisions

At the time of retirement, all employees must meet all applicable CalPERS eligibility criteria and be enrolled in a CalPERS medical plan to be eligible for retiree medical benefits.

For qualifying retirees enrolled in a CalPERS PEMHCA medical plan, the District's contribution to the Section 115 Plan described above includes the minimum employer contribution amount required under PEMHCA.

ARTICLE 10 LEAVES OF ABSENCE

Employees may request a leave of absence for a variety of reasons. A request for a leave of absence shall be made with the employee's supervisor. The employee shall submit all necessary documentation regarding the leave on a timely basis and when due.

Leaves of absence longer than 30 consecutive calendar days will result in a new anniversary date for purposes of performance evaluations and potential merit increases. The new date shall be based on the employee's last anniversary date on file advanced forward by the equal number of calendar days of leave.

Employees absent without an approved leave and those who fail to return to work promptly at the end of an approved leave are considered to have voluntarily resigned their positions.

Leaves granted pursuant to this section shall run concurrently with the District's obligation under the Family Medical Leave Act and/or The California Family Rights Act. Such leaves, if approved, will satisfy the District's obligation under those statutes.

10.1 PAID STATUS

Employees will remain in paid status with the District during the period of leave as long as utilizing appropriate and approved accrued leaves (i.e., sick, vacation, CTO) balances. The accrued leave balances that may be used varies, depending on the type of leave of absence (FMLA, Bereavement, Military) taken.

Employee benefit accruals, such as vacation, sick time, and holiday benefits, will continue during an approved leave of absence as long as the employee remains in paid status.

10.2 UNPAID STATUS

As allowed under FMLA, CFRA or PDL, or with approval of the General Manager, the employee may remain in unpaid status with the District once appropriate accrued leave (i.e., sick, vacation, CTO) balances have been exhausted or in some cases accrued leave balances are not being utilized.

Employee leave accruals, such as vacation and sick, will be suspended during unpaid leaves and will resume upon the employee's return to paid status.

Under approved state and federal mandated leaves, the District is required to maintain medical coverage under the same conditions it would have been provided if the employee continued to work.

Employees in an unpaid status must reimburse the District for any portion of benefits that would have been paid through payroll deduction. If the District does not receive the reimbursement within 30 days, the District can cancel any policies and/or plans for which you have not reimbursed the District for. Employees who wish to continue non-health benefits (e.g., life insurance) during an unpaid leave of absence should make arrangements for payment with Human Resources.

10.3 RETURN TO WORK

The District will attempt to accommodate employees returning to work from injuries or illnesses with short term "modified or light duty" assignments, when practical. The District shall have sole authority to determine whether the employee shall return to work considering the extent and nature of the work restrictions imposed by the health care provider, the anticipated duration of the restrictions, the availability of modified duty assignments, and other relevant considerations.

10.4 RETURNING FROM A LEAVE OF ABSENCE

Employees shall keep the District informed of their anticipated return dates and any changes in their status. When returning from an approved leave, employees must notify their supervisor as soon as they become aware of their scheduled return date.

Returning after leaves regulated by law will be in accordance with applicable state and federal laws in effect at that time.

10.5 TERMINATION DURING A LEAVE OF ABSENCE

Employees will be terminated during a leave of absence for any of the following reasons:

1) Notice of intent to resign or demonstration of intentions not to return to work is given;
2) Employee fails to return to work within the time specified for the leave without having obtained a District-approved extension of the leave;
3) Employee fails to accept his/her former position upon return, or if not available, another position for which they may be reasonably qualified;
4) Employee accepts other employment at any time during the leave of absence;
5) Employee's position no longer exists at the conclusion of his/her leave. The employee will be entitled to the same considerations afforded to other employees whose positions have been abolished; or
6) It is discovered after the leave begins that the employee obtained approval for the leave under false pretenses.

10.6 ABSENCE WITHOUT APPROVED LEAVE

Any unauthorized, unapproved absence by an employee, without extraordinary extenuating circumstances that can be verified, shall be grounds for disciplinary action and/or termination. If verifiable extenuating circumstances are found to have existed, the Department Head may approve the absence as an authorized leave without pay.

Any employee who is absent without approved leave for more than three consecutive scheduled work days is considered to have abandoned his/her employment; voluntarily terminating the position without notice. The District will consider the last day on which the employee actually rendered service as the date of separation. The District shall serve notice of the separation by certified mail or personal service to the employee's last known address and provide appropriate appeal process notification should the employee wish to appeal.

An employee who is absent for less than three consecutive scheduled work days without notice, approval, and verifiable extenuating circumstances, will be subject to disciplinary action up to and including termination from employment.

10.7 ABSENCE FOLLOWING EXPIRATION OF LEAVE

Employees who do not return to work upon the expiration of an approved leave of absence shall be considered as having voluntarily terminated their employment without notice. The separation date will be the date of the expiration of the approved leave.

10.8 TYPES OF LEAVES OF ABSENCE

10.8.1 Jury Duty Leave

Employees shall notify their supervisor in a timely manner when a notice for jury duty is received.

Employees who have the option to request call-in juror status shall exercise that option. While on "standby," employees are required to report to work. When an employee is duly summoned to report for jury service during scheduled work hours, s/he will be released from scheduled work duty for those periods required to meet the jury service obligation. If work time remains after any day of jury selection or jury duty, the employee is expected to return to work for the remainder of such work schedule. Employees must keep their supervisor informed of jury duty status on a daily basis.

When an employee is duly summoned to report for jury service and/or impaneled on a jury, s/he will be granted leave from his/her work schedule without loss of wages and benefits for all the time required to meet the Jury Duty obligation. The employee shall remit to the District all fees and allowances payable for such service, less reimbursements from the court for meals, travel, or lodging.

Employees must provide the District with the Juror Validation, as provided by the Court, certifying service as a juror or appearance in court for that purpose indicating the times and date(s) of attendance.

Employees shall not be allowed to use paid jury duty leave to serve on a County Grand Jury since such service is voluntary. Employees may, however, use accrued vacation for this purpose, dependent upon supervisory approval.

10.8.2 Bereavement Leave

A full-time employee may eligible for up to 3 days of bereavement leave taken from, at the employee's discretion; sick leave, vacation leave, floating holiday or CTO banks for the purpose of arranging and/or attending the funeral of a member of the employee's immediate family.

If an employee is required to travel more than 250 miles one way from the employee's place of residence for purposes of arranging and/or attending the

funeral of a member of the employee's immediate family, the employee may request to use up to 4 consecutive scheduled work days.

Additional compensated time in excess of the three or four day periods may be taken by an employee with prior approval of his/her Department Head upon concurrence by the supervisor. If there is insufficient accumulated time, the supervisor may grant the employee leave without pay.

At the discretion of the supervisor and/or Department Head, proof of death may be required before such leave is authorized. The name of the family member, relationship, and location of services if more than 250 miles away should be included on the leave request. Bereavement leave for family members not included in the definition of "immediate family" may be approved in special circumstances, at the discretion of the General Manager.

Immediate Family Member Defined

For the purposes of bereavement leave only, immediate family member includes spouse, registered domestic partner, child, step-child, mother, father, step-mother, step-father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent (of either the employee or the spouse), or any relative domiciled in the employee's household.

10.8.3 Leave for Non-Work Related Court Appearances

Employees who are subpoenaed or required to appear in court for non-District related reasons shall immediately notify the supervisor of such subpoena or court appearance. Employees may use any accrued leave benefit, except sick time, for such absence or, if none is available, take unpaid leave.

10.8.4 Leave for Work Related Court Appearances

Employees who are subpoenaed or required to appear as a witness in any judicial proceeding for District-related business, shall be given leave of absence with pay at their regular rate for time called to serve up to their normal scheduled hours provided the employee remits to the District fees paid by the subpoenaing party, excluding mileage and parking reimbursement. Travel time, in excess of the employee's routine daily commute to and from work, shall be considered time worked and will be compensated. The District will not compensate the employee for meal expenses during the period. Employees shall immediately notify their supervisor of such subpoena or appearance.

10.8.5 Domestic Violence Leave

An employee who is the victim of domestic violence may take unpaid leave or use accrued leave to ensure his/her health, safety or welfare, or that of his/her child, by obtaining a temporary restraining order, a restraining order, or other court assistance. Additionally, an employee may take leave to seek medical or psychological treatment, to obtain necessary social services, and/or to

participate in safety planning or take other actions to increase safety. The employee must provide reasonable notice of the need for such leave.

Employees may speak about the need for this leave to their supervisor, their Department Head or Human Resources. Employees will be required to provide satisfactory evidence of participation in one or more of the activities specified. The employee may not take more than 12 weeks of leave for this purpose in a 12-month rolling period.

10.8.6 Personal Leave

Full-time employees may apply for an unpaid personal leave of absence for a period not to exceed (4) four calendar months. The Department Head shall recommend approval or denial; however, the Board of Directors has sole discretion to grant or deny such leave. This leave is strictly reserved for extenuating circumstances which an employee is unable to resolve through any other means.

When possible, an employee shall request the personal leave in writing to his/her supervisor not less than 30 days prior to the date the leave is to commence. The notice shall specify the reason for the request and, to the extent possible, the beginning and ending dates of the leave.

An employee on an unpaid personal leave of absence does not accrue seniority or any earned benefits, and is not compensated for any holidays that may occur during the unpaid leave. The employee may elect to continue health and/or non-health benefits during an unpaid personal leave; however, the employee must reimburse the District for both the employer contribution plus any portion of benefits they would have paid through payroll deduction. Such reimbursement must be received by the District within 30 days of the date of the invoice or written notification. If the District does not receive the reimbursement from the employee within 30 days, the District can cancel any policies and/or plans for which they have not been reimbursed.

ARTICLE 11 DISCIPLINE

The use of these discipline procedures serves to inform the employee that his/her conduct or performance is below standard, to provide a warning and counseling, and to plan a course of action to resolve the problem. It is in the best interests of the District to ensure fair treatment of all employees and to ensure all adverse actions are prompt, fair, and uniformly applied and documented.

It is the policy of the District that any employee who violates any of the District rules and regulations, standards of employee conduct, or whose job performance is unsatisfactory, may be given the opportunity to correct the behavior and improve performance.

Normally, the employee's immediate supervisor will administer any appropriate corrective or disciplinary action. Appropriate action will be determined based on factors such as the nature of the incident, severity, frequency of the violation, and the employee's overall work record before adverse action is taken. The employee's supervisor, Department Head or General Manager reserves the sole right to determine the appropriate level of preventive, corrective or disciplinary action appropriate for any situation as specified below.

11.1 DISCIPLINE PROCESS

Coaching and Counseling – Preventive and Corrective Actions:

The Coaching and Counseling phase is to provide the employee with information that will either prevent potential violations or correct it once it has been noted. As with all discipline, it is meant to improve the employee's performance on the most informal basis possible. Coaching and counseling includes both verbal coaching and written warnings.

- Verbal Coaching (On-the-spot Corrective Action)

  Verbal coaching may take place between the employee and supervisor in situations that are deemed less serious in nature. The employee will be given an explanation of the infraction and corrective action required, an opportunity to explain, and notification that further offenses will result in more serious consequences.

- Written Warning

  A written warning is more serious than a verbal coaching. It may be for the same behavior, or it may be for different, more serious behavior. If the warning is given verbally it will be followed up with written documentation of the conversation that has taken place.

  An employee will be given a written warning when a problem is identified that justifies a more serious response or the employee engages in unacceptable behavior. The employee will be given an explanation of the infraction and corrective action required, an opportunity to explain, and notification that further offenses will result in more serious consequences.

  Documentation of the warning shall be made on the Employee Counseling Report (available on the District Intranet). One copy will be given to the

employee and one copy will be placed in the supervisor's working file for later review and follow up.

Disciplinary Action

Discipline is intended to provide an employee with an additional chance to improve the behavior in question before adverse actions are taken. As a sign of the increasing seriousness of the action, this documentation is filed and retained in the employees official personnel file.

- Written Reprimand:

  A written reprimand is more serious than a warning. A written reprimand will be given when an employee engages in conduct that justifies a more formal level of response or the employee engages in unacceptable behavior for which a written warning has already been received. The employee will be given an explanation of the action and corrective action required, an opportunity to explain, and notification that further offenses will result in more serious consequences. Documentation of the written reprimand shall be made on the Employee Counseling Report (available on the District Intranet). One copy will be given to the employee, one copy shall be retained by the supervisor and one copy will be placed in the employee's personnel file. A written reprimand becomes a permanent record in the employee's personnel file.

Adverse Action

- Unpaid Suspension/Demotion/Reduction in Pay:

  Suspensions, demotions or temporary reductions in pay are issued when it is determined that an employee has continued to engage in unacceptable behavior after repeated notifications by the District that the behavior needed to improve, or that an initial incident is too severe for lesser level of discipline yet not sufficiently severe for termination.

  All three types of actions are considered in light of the facts of each situation when determining the appropriate course of discipline. The terms of the unpaid suspension or demotion or reduction in pay will be set according to the severity of the offense or deficiency at the determination of the Department Head and/or General Manager. The employee will be given written notice of the proposed suspension, demotion or reduction in pay (see Notice of Proposed Adverse Action). Copies of all documentation, including the Employee Counseling Report, will be placed in the employee's personnel file once all due process appeals are complete.

- Termination:

  As the final step of the disciplinary process, termination of the employee will occur when an employee fails to correct work performance or behavior issues identified in previous steps of discipline. In addition, termination may immediately occur when an employee engages in severe offenses. For example, employees who engage in workplace violence or harassment, or who use alcohol or illegal drugs during their shift may be subject to termination without warning or suspension even if this is their first offense. The employee will be given written notice of the proposed termination (see

Notice of Proposed Adverse Action). Copies of all documentation, including the Employee Counseling Report, will be placed in the employee's personnel file once all due process appeals are complete.

11.2 REBUTTAL TO DISCIPLINARY DOCUMENTATION PLACED IN PERSONNEL FILE

The employee shall have the right to submit a written response to any written disciplinary documentation placed in his/her personnel file. The written response must be received within 14 calendar days of receiving the written documentation for the employee's personnel file.

11.3 NOTICE OF PROPOSED ADVERSE ACTION

Before discipline constituting an adverse action is imposed, written notice of the proposed adverse action shall be given to the employee. Such notice shall include a statement of the proposed action, the charge(s) on which the proposed action is based, a summary of the facts supporting the charges, and notification that the employee is entitled to respond to the charges with instructions and time frames for doing so. Attached to the notice will be copies of the written documents relied upon for the proposed adverse action. The District has the option of making such documents available for review by the employee, rather than attaching them to the notice.

Delivery in person or the depositing of a postage paid, return/receipt requested, first class letter in the United States mail addressed to the employee's last known place of residence, shall be notice.

11.4 SKELLY HEARING

Prior to implementation of the proposed adverse action, the employee shall have a right to file a written response to the above charges and/or make an oral response to an appropriate individual selected by the General Manager to hear the appeal within the time described in the written notice of proposed adverse action. At the District this individual is the Department Head or his/her designee.

The employee may be accompanied during this meeting by a representative of the employee's choosing. The District will record the meeting. This is not an evidentiary meeting, but merely an opportunity for the employee to present information as to why the discipline proposed is excessive or unwarranted.

11.5 NOTICE OF DECISION

Following receipt and consideration of the written response and/or facts stated at the Skelly Hearing, or following no response by the required date, the Department Head and Human Resources Manager shall jointly prepare a final notice of adverse action to be taken and the effective date. The notice shall be delivered to the employee and a copy filed in the employee's personnel file before the effective date.

11.6 RIGHT OF APPEAL

For adverse actions, the employee shall have the right to appeal the decision of the Department Head to the General Manager. The appeal shall be presented to

the General Manager within 14 calendar days following the employee's receipt of the written notice of discipline. All disciplinary appeals shall be in writing and shall be signed by the employee. Failure to appeal by the employee or his/her representative within 14 calendar days will make the adverse action final and binding. The General Manager may hear the appeal personally, or at the request of the Union, may refer the appeal to an outside Hearing Officer for advisory arbitration. Costs for the advisory arbitration shall be split equally between the Union and the District.

The outside Hearing Officer does not need to be from State Mediation and Conciliation, but should be a person with significant background in personnel issue resolution chosen by mutual agreement.

The appellant may be represented by any person he or she may select (who will not be a witness in the proceedings) and may produce relevant oral or documentary evidence. Specific advisory arbitration procedures will be up to the Hearing Officer, except that the hearing need not be conducted according to technical rules relating to evidence and witnesses. Hearings shall be closed unless the appellant files a written request for an open hearing at the time of lodging his or her appeal. The appellant shall personally attend the hearing. Unexcused failure of an appellant to appear at a hearing shall be deemed a withdrawal of the appeal.

If a Hearing Officer hears the matter, s/he shall provide the General Manager with an advisory recommendation. The advisory recommendation shall set forth which charges, if any, the Hearing Officer believes are sustained and the reasons therefore. After receiving the recommendation of the Hearing Officer, or after due consideration if the appeal is heard by the General Manager, the General Manager may sustain or reject any or all of the charges filed against the employee. The General Manager may also sustain, reject, or modify the adverse action invoked against the employee. The General Manager shall give his/her written decision to the employee within 14 calendar days after the written recommendation from the advisory arbitration hearing is received, or within 14 calendar days after hearing the appeal personally. The decision will be accompanied by a proof of service to the employee's last address.

The decision by the General Manager shall be considered final and binding. This is the last administrative appeal available.

ARTICLE 12 GRIEVANCE PROCEDURE

12.1 PURPOSE

The purpose of the grievance procedure is to secure, at the lowest possible administration level, equitable solutions to problems which may arise. These proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

12.2 DEFINITIONS

1) A "Grievance" is an alleged violation, misinterpretation or misapplication of a specific provision of this MOU.

2) A "Grievant" is an employee covered by this MOU who has been adversely affected by the alleged grievance.

3) If the claim involves an alleged violation of Union Rights (Article 2 or 3), THE Union may submit such grievance in writing to the Human Resources Manager directly, and the processing of such grievance shall commence at Level II.

4) A "day" is any day that the central administrative offices of the District are open for business.

5) The term "immediate supervisor," as used throughout this Agreement, is the lowest level supervisor having immediate jurisdiction over the grievant(s) who has been designated to adjust grievances by the District.

6) Corrective or disciplinary actions, layoffs, rejection from probation, the content of performance evaluations, and withholding of merit increases are not subject to the grievance process.

12.3 INFORMAL LEVEL

Before filing a formal written grievance, the grievant shall attempt to resolve it by informal conference with his/her immediate supervisor within ten (10) days after the grievant knew or should reasonably have known of the alleged violation of this Agreement.

12.4 LEVEL I

1) If not resolved to the satisfaction of the grievant at the informal level, the grievance may be presented, on the prescribed form, to the immediate supervisor within ten (10) days after the informal conference.

2) If the grievance arises from alleged action or inaction of the Board of Directors, or a member of the administration at a level above the immediate supervisor, the grievance shall be submitted to the Department Head or Human Resources Manager directly and processing shall commence at Level II.

3) The immediate supervisor shall provide a written response to the grievant within ten (10) days after receiving the grievance.

4) At any time prior to issuance of the decision, either party has the right to convene a meeting to discuss the grievance. Both the grievant and the respondent may have one (1) representative present at such meeting.

12.5 LEVEL II

1) If not resolved to the satisfaction of the grievant at Level I, the grievance may be appealed, in writing, to the Department Head within five (5) days after either receipt of the written decision at Level 1, or after the period of time for rendering a decision at Level 1 has elapsed if no written decision was rendered.

2) The Department Head or Human Resources Manager shall investigate and provide a written decision to the grievant within ten (10) days after receiving the appeal. Either the grievant or Department Head/Human Resources Manager has the right to convene a grievance meeting to discuss the grievance

12.6 LEVEL III

1) If a grievant is not satisfied with the decision rendered pursuant to Level II, or if no written decision has been rendered within ten (10) days, the grievant, with the concurrence of the Union, may appeal the decision to the Board of Directors.

2) The appeal shall include a copy of the original grievance; the decisions rendered at all previous levels, and a clear, concise statement of the reason for the appeal. It shall be submitted within twenty (20) days after the decision at Level II or after the period of time for rendering a decision at Level II has passed if no written decision was rendered.

3) The Board of Directors, at its sole option, will select one (1) of the three options set forth below:

   a. The Governing Board may conduct a hearing, in open or closed session subject to the requirements of the Brown Act.

      - At the hearing, the Governing Board may reopen the record for the purpose of receiving additional evidence necessary to resolve the grievance.

      - The Governing Board shall set the date of hearing not later than forty-five (45) days after receipt of the appeal. The grievant and the Union Representative shall be notified of the date of the hearing within ten (10) days after the first Board Meeting after the submission of the appeal; or

b. The Governing Board may determine that the grievance may be finally determined on the basis of the record presented to it and render such determination; or

c. A hearing officer may be designated by the Governing Board to hear the grievance and issue a recommended decision for adoption by the Governing Board.

- The grievant and the Union Representative shall be notified of the date of hearing within ten (10) days after the first Board Meeting after the submission of the request.

- Upon receipt of the recommended decision, the Board may adopt, modify, or reject the recommendation. If the Board rejects the recommendation, it shall master the record and render its own decision.

4) The Governing Board shall issue its Decision and its Finding of Fact and Conclusions of Law within thirty (30) days of:

a. the last date of the hearing; or

b. within thirty (30) days after the first Board Meeting after the submission of the request if no hearing was conducted; or

c. within thirty (30) days of submission of the hearing officer's recommended decision.

The Decision of the Governing Board shall be final and binding on the parties.

12.7 GENERAL PROVISIONS

1) If the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive, pending final decision on the grievance, unless there exists a clear and present danger to the employee.

2) Nothing contained herein will be construed as limiting the right of any grievant to discuss a grievance informally with his/her immediate supervisor or to have the grievance adjusted, prior to Level III, without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement.

3) If multiple grievances arise at Level II on the same issue, the District may elect to hear only the first written grievance filed at Level II. In such case, the decision rendered shall be applicable to all claims on the same issue which arose from the same set of circumstances.

4) Grievances shall be processed in a manner which does not unduly interfere with the employee's work or the normal operations of the District; however, reasonable time shall be allowed for processing such grievances during normal working hours.

5) During the pendency of any grievance, and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.

6) Any grievance not appealed to the next step of the procedure within the prescribed time limit shall be considered settled on the basis of the answer given in the preceding step.

7) Failure of the District to issue a decision within the time limit at any step shall be deemed a denial and permit the grievant to proceed to the next level within the applicable time limits.

8) Time limits set forth in this Article may be modified by mutual agreement of the parties involved.

9) Forms for filing grievances, and other necessary documents, shall be prepared and given appropriate distribution by the Human Resources Manager in a manner which will facilitate the operation of the procedures set forth herein.

10) Any request for necessary and relevant information should normally be made at Level I. Only related matters may be subsequently introduced.

11) Any party may obtain the following information in possession of, or which may reasonable be obtained by, the responding party or the responding party's representative:

    a. The name, address and telephone number of each witness whom the responding party intends to call to testify at the Grievance hearing. (As used herein, "responding party" shall mean the person of whom the information is requested.)
    b. Copies of written statements, if any, by any person whom the responding party intends to call as a witness.
    c. All written grievances, grievance appeals, decisions and all other related written communications shall be filed simultaneously with the Union representative.
    d. No reprisals of any kind will be taken by the District or the Union against any unit member or other participant in the grievance procedure by reason of such participation.

ARTICLE 13 SENIORITY AND LAYOFF

13.1 SENIORITY

13.1.1 District Seniority

District seniority is defined as the length of continuous paid employment with the District, calculated from the date of original hire, including the probationary period, if any, in a regular position.

13.1.2 Classification Seniority

Classification seniority is defined as the length of continuous paid employment in that classification. For the purposes of this Article, approved leaves of absence shall not be deemed a break in continuous employment.

13.1.3 Loss of Seniority

Employees shall lose their seniority for the following reasons:

- Discharge
- Resignation
- Failure to return to work when recalled from layoff as set forth in the recall procedure
- Failure to return to work after expiration of a formal leave of absence
- Retirement
- Layoff for a continuous period of 24 months

13.2 LAYOFF

Layoffs may occur due to circumstances that may arise due to business reasons, such as restructuring or reorganization of a division, discontinuation or modification of a program, function or job(s), lack of work, lack of funds, or in the best interests of the District. After consideration of the recommendation by the General Manager, and in the judgment of the Board of Directors, the Board of Directors may abolish any position. The decision to layoff shall be made at the sole discretion of the District. Employees may be laid off or demoted without disciplinary action and without the right of appeal. The decision to implement a layoff must be non-discriminatory and must comply with the provisions set forth herein.

The appropriate Department Head, working with Human Resources, shall prepare and submit a layoff list to the General Manager to be presented to the Board of Directors. In determining which employees will be subject to layoff, the following criteria apply in making layoff decisions.

1) The first and most important criterion is the operational requirements and needs of the District in fulfilling its mission.

2) Second is the work history of an employee. Decisions to layoff an employee should be based on job qualification skill sets, the competencies for the

position, demonstrated ability, performance and/or productivity. Assessment of the skills and abilities shall be made at the sole discretion of the General Manager, Department Head and supervisor.

3) The third and final criterion is the employee's District seniority. In instances in which no meaningful distinctions between candidates is apparent, District seniority generally should be used as the deciding factor.

The first and second factors should be given more weight than the third factor.

In cases involving regular employees, written notice of such layoff will be given to the employee at least 30 days prior to the effective date. Employees so notified may be allowed reasonable amounts of time off with pay to seek employment. Employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff.

13.2.1 Demotion to Vacancy

At the sole discretion of the General Manager and Department Head, an employee displaced through layoff may be offered a funded vacancy in a lower class for which the employee is qualified through possession of the appropriate knowledge, skills and abilities.

13.2.2 Salary Upon Demotion to Vacancy

Employees moving to a lower classification shall be placed at the salary point on the new range as close as possible to the employee's previous salary. In no case shall the salary be increased above that received by the employee prior to the lay off.

13.2.3 Reinstatement Following Layoff

The names of persons laid off or demoted in accordance with these rules shall be entered on a list for potential reinstatement. Lists shall be maintained by job classification. These persons are not guaranteed reinstatement, but shall be considered as finalists for vacancies in any recruitment for that job classification.

The list will be maintained in the Human Resources office. Names of persons laid off shall be carried on the list for a maximum of two years. Persons shall be removed from the list when returned to regular positions in the same or similar classification from which they were laid off. Persons re-employed in a lower class, or on a temporary basis, shall be continued on the list for the higher position for the maximum period of two years.

Employees on the list do not have to complete an application for the same job classification as held prior to layoff. They are automatically forwarded as a finalist for any opening in that job classification. However, reinstated employees are subject to a new medical clearance to ensure that they are fit for duty. Additionally, reinstated employees who had not completed their 12

month probationary period prior to layoff shall be subject to the remainder of their original probationary time.

13.2.4 Notification of Recall

The District will rely on its records for the last address of the laid off employee and may remove from the recall list a senior employee who does not accept recall to work within 10 days after mailing of notification. A copy of such recall notification shall be mailed to the Union for its information.

13.2.5 Meet and Confer over Impact

Upon the request of the Union, the District shall meet and confer on the impact of the layoff.

13.3 RESTORATION OF BENEFITS UPON REINSTATEMENT

Upon reinstatement following a layoff an individual will have the following benefits restored:

- Seniority at time of layoff for purposes of vacation accruals.
- Return to the same salary step held at the time of layoff. If the employee returns to a lower paying classification than the classification from which laid off, and if the employee's previous salary level falls within the salary range for the new classification, the compensation shall be set at the salary step closest to, but not exceeding the level the employee had earned prior to the layoff. If the salary range for the new classification is less than the base salary level the employee had earned prior to the layoff, the employee shall be compensated at the top of the salary range for the new classification.

13.4 CONTINUATION OF BENEFITS

Employees who are laid off and who hold regular status at the time of layoff and were enrolled in health insurance shall be eligible to maintain insurance in accordance with the rules and regulations through the Consolidated Omnibus Budget Reconciliation Act (COBRA).

ARTICLE 14 TERMS OF AGREEMENT

14.1 DURATION

This Agreement shall remain in full force and effect from November 1, 2013 through and including December 31, 2015.

14.2 OTHER TERMS AND CONDITIONS

All other terms and conditions of employment not explicitly modified/abridged by this Agreement shall remain in full force and effect. Proposed changes shall be subject to the Entire Agreement provision of this Agreement. Any changes to Local Rules shall be subject to the Meyers-Milias-Brown Act.

14.3 LOCKOUTS

No lockouts of employees represented by the Union shall be instituted by the District during the term of this Agreement.

14.4 STRIKES

1) The Union agrees that during the term of this Agreement, neither it nor its officers, employees or members will engage in, encourage, sanction, support or suggest any strikes, slow downs, work suspension or stoppages, picketing or any other similar actions which would involve suspension of or interference with the normal work of the District. In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be disciplined by the District.

2) An employee shall not be required to cross a picket line when that employee can accomplish the work assignment without crossing the picket line.

14.5 SAVINGS CLAUSE

Should any provision(s) of this Agreement, be found unlawful by a court of competent jurisdiction or invalidated by any applicable legislation or resolution, the remainder of the Agreement shall continue in full force and effect.

14.6 SUCCESSOR NEGOTIATIONS

1) Either party may submit an initial proposal for a successor agreement. Any such proposal shall be submitted no later than ninety (90) calendar days prior to the expiration date.

2) If either party submits a proposal pursuant to above, the other shall have twenty (20) calendar days from receipt of the proposal to submit a counterproposal.

3) Negotiations shall commence within ten (10) calendar days of either receipt of the counterproposal, or within thirty (30) calendar days of the initial proposal if no counterproposal is made.

4) If no proposal is submitted in accordance with this section, the term of this Agreement shall be automatically extended for twelve (12) calendar months from the ending date shown in 14.1.

DATED:

JAMES TOBIN,
SECRETARY/TREASURER FOR
THE TEAMSTERS LOCAL #150

DATED:

ROD BREWER, PRESIDENT
FOR THE COSUMNES COMMUNITY
SERVICES DISTRICT

APPENDIX "A"

COSUMNES COMMUNITY SERVICES DISTRICT

Teamsters Local #150 Full-time Unit

This Agreement applies to Regular Full-time Employees assigned to the Park Maintenance Division in the classifications listed below.

Park Maintenance Worker I
Park Maintenance Worker II

APPENDIX "B"

COSUMNES COMMUNITY SERVICES DISTRICT

Teamsters Local #150 Full-time Unit

2013 Salary Schedule

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Park Maintenance Worker II	3,237	3,399	3,569	3,747	3,934	4,131	4,338
Park Maintenance Worker I	2,376	2,495	2,620	2,751	2,889	3,033	3,185

Effective 1/1/2014 Salary Schedule

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Park Maintenance Worker II	3,435	3607	3787	3976	4,175	4,384	4,603
Park Maintenance Worker I	2,522	2648	2781	2920	3,066	3,219	3,380

Subsequent changes to the Salary Schedule for represented classifications will be as set forth on the approved Salary Schedule published on the District website.

APPENDIX "C"

COSUMNES COMMUNITY SERVICES DISTRICT

Teamsters Local #150 Full-time Unit

Prohibited Conduct

The following conduct is prohibited, will not be tolerated by the District and will result in disciplinary action, up to and including termination. The District reserves the sole right to determine the appropriate level of preventive, corrective or disciplinary action appropriate for any situation.

This list of prohibited conduct is not intended to be all inclusive, it is illustrative only; other types of conduct may be prohibited also.

- Discourteous or unprofessional treatment of the public or another employee of the District.
- Committing of or involvement in any act of unlawful harassment or discrimination of another individual.
- Use of abusive or threatening language or foul language while in the course of employment.
- Incompetence, substandard performance, or inexcusable neglect of duty.
- Insubordination. This shall include, but is not limited to, refusal or failure to comply with a lawful, direct order and/or to perform regular or assigned work and/or refusal to cooperate fully.
- Actions causing impairment that have a detrimental effect upon the employee or upon employees associated with him/her.
- Failure to notify supervisor of the employee's use of prescription or non-prescription drugs during the time period beginning eight hours before the onset of the work shift and continuing uninterrupted through the completion of the work shift, if such use might impair the safe and efficient operation of a motor vehicle or other assigned equipment. By way of illustration, and not limitation, this includes any prescription or non-prescription medication that contains a warning label that its use may induce dizziness, sleepiness, drowsiness, or might impair the user's ability to operate a motor vehicle or other equipment.
- Conduct, either during or outside of duty hours, which negatively impacts the employee's ability to render service to the District and/or harms or causes discredit to this District.
- Removing or borrowing District property without prior written authorization by the Department Head.
- Unauthorized absence from work without approved leave including failure to notify a supervisor when unable to report to work.
- Abuse of sick leave or any other paid or unpaid leave.

- Failure to obtain permission to leave work for any reason during normal working hours.
- Failure to observe working schedules, including rest and lunch periods.
- Failure to provide a physician's statement when requested or required to do so.
- Improper political activity as governed by the Federal Hatch Act and the California Government Code. This includes prohibiting: being a candidate for public office in a partisan election; using official authority or influence to interfere with or affect the results of an election or nomination; or directly or indirectly coerce, or attempt to coerce, command or advise a state or local official or employee to pay, lend or contribute anything of value to a party, committee, organization, agency or person for political purpose.
- Use, threaten, or attempt to use political influence in securing appointment, promotion, leave of absence, change in classification, salary, or character of work; use, threaten to use, urge, or solicit any other employee or officer to use his/her office of employment for the purpose of improperly influencing any act of any officer or employee.
- Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment.
- Failure to maintain minimum qualifications for the employee's position, including required licenses or certificates.
- Failure to comply with safety rules and regulations.
- Violation of any District rules, policies, or procedures.

Unacceptable forms of conduct that may result in immediate termination include but are not limited to the following:

- Falsification of information supplied to the District. This includes, but is not limited to, information supplied on application forms, personnel records, loyalty oaths, time keeping records, injury reports, or any other reports, documents, or records pertaining to District employment, operations or compliance with any applicable laws.
- Dishonesty or fraud.
- Unauthorized use or misuse, abuse, or misappropriation, theft, or embezzlement of District funds.
- Deliberate destruction, or deliberate or careless damage of any District property or the property of any employee or resident.
- Failure to return to the District any valuable articles found by the employee during the performance of their duties (i.e., jewelry, money, electronic equipment, within any areas under the jurisdiction of the District).
- Unauthorized use or theft of District equipment, time, materials, or facilities.

- Being under the influence of alcohol, illegal drugs, or intoxicants of any kind while on duty and/or on District property.
- Unlawful possession, distribution, sale, purchase, or use of narcotics or controlled substances, or being under the influence of an illegal drug(s) while on or off duty and/or while on or off District property.
- Consumption of an alcoholic beverage, or an intoxicant of any kind, in such close time proximity to reporting to work as to cause any detrimental effect upon the employee or upon employees associated with him/her. Specifically included is carrying an alcoholic beverage or intoxicant into a District facility or onto a District property while on duty or when it may be perceived the employee is on duty.
- Unauthorized carrying, storing, or otherwise possessing firearms or any other dangerous weapons or explosives on District premises at any time.
- Provoking or engaging in a physical altercation during working hours or on District property.
- Unreported absence of three consecutive scheduled work days.
- Conviction of a felony or other criminal act, which is of a nature to discredit the District and/or adversely affect the employee's ability to perform the duties of his/her job. A plea or verdict of guilty, or a conviction following a plea of *nolo contendere* is deemed to be a conviction for purposes of this standard.
- Commission of an act involving moral turpitude. For example, acts of dishonesty, fraud or reprehensible behavior.
- Acceptance of money or a gift for the performance of an act within the scope of employment if the intent is to influence the employee's behavior. Exceptions may be made for small gift items in accordance with the Conflict of Interest Code.