

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
MOJAVE DESERT AIR QUALITY
MANAGEMENT DISTRICT
AND THE
TEAMSTERS LOCAL 1932

September 26, 2016

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT
AND THE TEAMSTERS LOCAL 1932**

INTRODUCTION

1. **IMPLEMENTATION**

1.1. This Memorandum of Understanding, also referred to as Agreement, made and entered into this **26th day of September 2016**, by and between representatives of the Mojave Desert Air Quality Management District, hereinafter referred to as District, and the Teamsters Local 1932, hereinafter referred to as Union, constitutes a mutual recommendation to be submitted to the District's Governing Board. This Memorandum of Understanding shall not be binding upon the parties, in whole or in part, unless and until the Governing Board formally approves this Memorandum of Understanding.

1.2. For the purpose of Flexible Benefit Plan and Wages herein, whenever any specific date is mentioned for the commencement of new benefits or wages, such new benefits or wages shall take effect on the first day of the pay period beginning on or after the mentioned date.

LABOR/MANAGEMENT PROVISIONS

2. **ACCESS TO WORK LOCATIONS**

2.1. The parties recognize and agree that in order to maintain good employee relations, it may be desirable for labor relations representatives of the Union to confer with District employees during working hours.

2.2. Therefore, Union Representatives may be granted access to work locations during regular working hours to meet with employees. The Union Representatives may be granted access upon obtaining authorization from the Air Pollution Control Officer, hereinafter referred to as APCO, or designated management representative prior to entering a work location. However, the APCO or designated management representative may deny access or terminate access to work locations if, in their judgment, it is deemed that the visit would interfere with the efficiency, safety, or security of District operations. The APCO shall not unreasonably withhold timely access to work locations. The APCO shall ensure that there is at all times someone designated who shall have full authority to approve access.

2.3. If a request is denied, the APCO or designated management representative shall establish a mutually agreeable time for access to the employees. Said mutually agreeable time need not be during working hours.

3. **UNION STEWARD**

3.1. The employee selected by the Union to act as the Union representative shall be known as the Steward. There will be other Union Stewards who may represent employees. The name of the

employee selected as Steward, and the names of other Union Stewards who may represent employees, shall be certified, in writing, to the District by the Union.

3.2. The Union Steward employed by the District shall be entitled to devote a reasonable amount of time per month to Union business without loss of pay. Prior to participating in such business, the Steward shall first obtain authorization from the employee's immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of District operations. If the request is denied, the immediate supervisor will establish a reasonable alternate time, convenient to the parties, when the representative can be released from their work assignment. Additional time off, without pay, may be granted to the Union Steward at the sole discretion of management.

4. USE OF DISTRICT RESOURCES

4.1. The Union will be granted permission to use District facilities for the purpose of meeting with employees to conduct its internal affairs during nonworking hours, provided the space for such meetings can be made available without interfering with District needs. Permission to use District facilities must be obtained by the Union from the APCO. The Union shall be held fully responsible for any damages to, and the security of, any District facilities that are used by the Union.

5. LABOR-MANAGEMENT TASK FORCE

5.1. Union representatives shall meet with management representatives of the District at least monthly to discuss matters pertinent to this Agreement and to address other issues of concern. Meetings shall be held at a mutually agreeable time and place. The Union may designate three employees to attend these meetings for up to two hours without loss of pay. Specifically excluded from such meetings will be subjects under the grievance procedure and mandatory subjects of bargaining.

6. BULLETIN BOARDS

6.1. The District will furnish a reasonable portion of existing bulletin board space, or allow the Union to install a bulletin board, for notices of the Union. Only areas designated by the APCO may be used for the posting of notices. Bulletin boards shall only be used for the following notices:

6.1.1. Scheduled Union meetings, agendas, and minutes;

6.1.2. Information on Union elections and results;

6.1.3. Information regarding Union social and recreational events, and related news bulletins;

6.1.4. Correspondence regarding official business of the Union, including reports of committees or the Governing Board.

6.2. The Union may utilize the District's interdepartmental mail system. The Union holds the District harmless against any loss or delays in delivery.

6.3. The Union agrees that materials posted on any bulletin board shall contain no derogatory or offensive comments regarding the District or employees or others associated with the District, or the District's activities.

7. DUES DEDUCTIONS

7.1. The District shall deduct one month's current and periodic Union dues and premiums for insurance plans sponsored by the Union from the wages and/or paid leave benefits of each employee who voluntarily executes and delivers to the District a payroll deduction authorization form.

7.2. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues deduction authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings.

7.3. In the case of an employee who is in a non-pay status during only part of the pay period, and earnings are not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over dues.

7.4. An employee's authorization for payroll deduction may be canceled at any time by written notice from the employee to the District, with a copy to the Union. An employee's deduction authorization shall automatically be canceled if the employee leaves the employ of the District. The Union may, upon not less than 30 days written notice to the District, irrevocably suspend operation of section 7.1 of this article.

7.5. The aggregate amount of such deductions by the District shall be transmitted monthly to the Union. The Union shall indemnify, defend, and hold the District harmless against any claims made and against any suit instituted against the District on account of deduction of Union dues. In addition, the Union shall refund to the District any amounts paid to it in error upon presentation of supporting evidence.

7.6. The District shall furnish the Union with a list, each month, indicating the dues deducted from the pay of any representation unit employee.

7.7. The Union shall, upon presentation of proper invoices, reimburse the District for the actual cost of all lists and services referred to in this article.

BENEFITS

8. EXPENSE REIMBURSEMENT

8.1. Travel Via Private Vehicle.

8.1.1. Reimbursement for use of privately owned vehicles to conduct District business, approved by the APCO or designee, shall be at the rate published periodically by the U.S. Internal Revenue Service as the Standard Mileage Rate per mile for all miles driven. Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private vehicle, insurance, maintenance and all other transportation-related costs. The District does not provide any insurance for private vehicles used on District business. The owner of a vehicle is responsible for the personal liability and property damage insurance when the vehicle is used on District business.

8.2. Subsistence.

8.2.1. Subsistence allowances for lodging and meals shall not be allowed without prior approval of the APCO or designee as necessary for the purposes of conducting District business. Excess charges greater than the allowances listed in the paragraphs below may be authorized under special conditions, such as a convention requirement or in an area of high cost. Receipts are mandatory to obtain reimbursement for all lodging.

8.2.2. The allowance for meals is Six Dollars (\$6.00) for breakfast, Nine Dollars (\$9.00) for lunch, and Twenty Dollars (\$20.00) for dinner plus a 15 percent gratuity, and tax. Receipts will not be required for meal purchases not exceeding these limits.

9. FLEXIBLE BENEFIT PLAN

9.1. Each full-time employee in the General Unit shall be entitled to a total monthly benefit of \$910 for the medical, dental and other insurance programs as set forth the MDAQMD Flexible Benefit Plan.

9.2. About August 31, 2011, or as soon thereafter as benefit cost information is available from CalPers and annually thereafter, the District shall calculate 80% of the premium required by the Kaiser HMO plan (for Los Angeles Area Region including Los Angeles, San Bernardino and Ventura counties) offered for regular employees and families under the District's plan with CalPers ("Recalculated Amount"). The calculation of premium required shall be performed according to the following schedule: On or about August 31, 2011 for adjustments for the Flexible Benefit Plan effective January 1, 2012; On or about August 31, 2012 for adjustments for the Flexible Benefit Plan effective January 1, 2013; On or about August 31, 2013 for adjustments for the Flexible Benefit Plan effective January 1, 2014; On or about August 31, 2014 for adjustments for the Flexible Benefit Plan effective January 1, 2015; On or about August 31, 2015 for adjustments for the Flexible Benefit Plan effective January 1, 2016.

If and when the Recalculated Amount exceeds \$910 the District shall adjust the Flexible Benefit Plan dollars provided to match the Recalculated Amount. Such adjustment, if provided, shall be effective January 1 of each year, as described above. In no case will the benefit amount be reduced below \$910 as a result of this calculation.

9.2.1. Example 1: In August, CalPers informs the District regarding the premium amounts for District insurance plans for the next calendar year. The monthly premium required for the Kaiser HMO plan (in the Los Angeles Area Region) for families is \$1,200. $80\% \text{ of } \$1,200 = \960 . On January 1 the Flexible Benefit Plan dollars will be adjusted to \$960 until the next premium rate change is issued by CalPers.

9.2.2. Example 2: In the following year, CalPers informs the District that the premium amount for the Kaiser HMO plan (in the Los Angeles Area Region) for families is \$1,190. $80\% \text{ of } \$1,190 = \952 . Then on January 1 the Flexible Benefit Plan dollars would be adjusted to \$952.

9.2.3. Example 3: In the following year, CalPers informs the District that the premium amount for the Kaiser HMO plan (in the Los Angeles Area Region) for families is \$1,125. $80\% \text{ of } \$1,125 = \900 . Then on January 1 the Flexible Benefit Plan dollars would be adjusted to \$910.

9.3. Any funds not used for the purchase of medical, dental, and other insurance programs shall be paid to the employee as taxable wages.

9.4. In the event health care reform crafted by the State of California and/or the Federal government is imposed in such a manner that such reform impacts these agreed upon matters regarding the Flexible Benefit Plan, and such reform is imposed before the end of the term of this agreement, management reserves the privilege of re-opening the MOU at that time to discuss the effects of only those new requirements.

10. DEPENDANT CARE ASSISTANCE PLAN & MEDICAL SPENDING ACCOUNT

10.1. Dependent Care Assistance Plan:

10.1.1. Employees in regular positions scheduled for a minimum of forty one (41) hours per pay period are eligible to participate in the Dependent Care Assistance Plan. DCAP allows eligible employees to elect to receive dependent care assistance benefits which are excludable under Sections 125 and 129 of the Internal Revenue Code, as amended. DCAP exclusions from gross income do not affect compensation for retirement purposes.

10.1.2. Employees shall be eligible to participate the first day of the month following thirty (30) days from the date they submit their enrollment. An employee must contribute to DCAP through salary reduction on forms approved by Administrative Services. An employee election to participate may not be changed for the remainder of the plan year, except to the extent permitted under IRS regulations.

10.2. Medical Spending Accounts

10.2.1. The District has established a program for purposes of allowing employees to contribute to a tax exempt savings account for reimbursing medical and other allowable expenses pursuant to the provisions of applicable law and described in Article X of the MDAQMD Flexible Benefit Plan.

11. SHORT-TERM DISABILITY & WORKER'S COMPENSATION

11.1. Short Term Disability

11.1.1. The District will provide short-term disability insurance for each employee who works forty-one (41) hours or more per pay period as described below.

11.1.2. The short-term disability insurance plan coverage shall include a provision for a fourteen (14) calendar day waiting period from the first day of disability before benefits begin. Benefits shall be equal to fifty-five percent (55%) of the base salary, up to a maximum benefit of \$959.00 (nine hundred fifty nine dollars) per week. Benefit payments terminate when the employee is no longer disabled, or upon termination of employment from the District, or after fifty two (52) weeks of disability, whichever occurs first. Other benefit conditions shall be determined by the District and/or the provider of the benefit.

11.2. Workers' Compensation

11.2.1. Workers' compensation insurance is provided for all employees of the District. Employees shall receive a maximum of three (3) consecutive days of paid leave, with no charge to sick leave or vacation leave, following an occupational injury or illness, provided the leave is authorized in a bona fide off-work order and the injury or illness qualifies for coverage under the California Workers' Compensation Act.

11.2.2. Upon request, the employee may continue to receive their regular pay during periods of disability due to an illness or injury covered under the California Workers' Compensation Act by supplementing workers' compensation benefit payments with accrued sick leave or vacation pay. Under this policy, an employee may coordinate benefits with accrued sick leave and vacation leave to receive payment equivalent to regular salary per pay period. In no event shall an employee receive more than their regular salary by means of this process.

12. LIFE INSURANCE

12.1. The District agrees to pay the premium for a Fifty Thousand Dollar (\$50,000.00) term life insurance policy for each employee in the General Unit. This benefit shall only apply to regular full-time employees.

12.2. The District will also make available to each employee in the General Unit a group term life insurance program wherein the employee may purchase, through payroll deductions, term life insurance in amounts equivalent to one times or two times the employee's annual gross earnings, subject to the approval of the provider of such benefit.

12.3. New employees shall become eligible to participate in these programs on the start of the pay period following the completion of thirteen (13) pay periods of satisfactory performance.

13. EMPLOYEE ASSISTANCE PROGRAM

13.1. The District agrees to provide an assistance program that is available to provide confidential counseling to any employees in the General Unit who requests such services.

14. LEAVE DONATION PROGRAM

14.1. General

14.1.1. Full time, regular employees may voluntarily donate their accrued leave to another eligible employee experiencing a serious health condition or whose immediate family member is experiencing a serious condition. The district recognizes that there are occurrences brought about by prolonged medical conditions that cause employees to exhaust all available leave and, therefore, must be placed on leave without pay. It is recognized that such employees forced to go on leave without pay could be without their regular salary income and medical benefits at the most critical point in their work life.

14.2. Eligibility for Program

14.2.1. A voluntary donation of leave from one employee to another may be permitted for the purpose of providing a full time, regular employee with paid sick leave time for the care of themselves, or an immediate family member, who is experiencing a serious health condition as determined by a physician or other qualified health care provider.

14.2.2. An employee is eligible to receive voluntary donations of leave when all of the following conditions have been met:

14.2.3. The employee who is, or whose immediate family member is, experiencing a serious health condition provides documentation of such serious health condition as verified by a qualified health care provider. Employees are eligible to receive leave donations where they (or their immediate family member) have, are, or are expected to experience a serious, catastrophic or unforeseen illness, injury or impairment that meets both of the following criteria: a) has caused or is likely to cause, the employee to take leave without pay; b) requires continuing treatment or supervision by a licensed health care provider. The definitions and documentation of catastrophic or unforeseen illness, injury or impairment will be interpreted and documented in accordance with the provisions of Family Medical Leave Act (FMLA).

14.2.4. The employee receiving donated leave has exhausted, or soon will exhaust, all accrued leave such as vacation leave, comp time, sick leave, holiday leave, and/or administrative leave, if applicable. Employees in these situations must make application to receive donated sick leave by completing the Application for Donated Leave form developed and issued by Administrative Services.

14.2.5. Employees subject to this program and determined eligible to receive donated sick leave are also required to submit a claim for short-term disability. Use of the employee's own accrued leave balance and any donated leave amounts will be coordinated with disability benefits to achieve at or near the equivalent of 80 hours of pay per pay period. Use of donated leave is taxable income to the recipient and subject to withholding as required by law.

14.3. Continuation of Benefits for Employee

14.3.1. Employees who are on an approved medical leave of absence or an approved leave of absence without pay under FMLA will continue to receive benefits as set forth in the PPP Section 5.3 Continuation of Benefits Coverage.

14.4. Donation Procedure & Limitations

14.4.1. Donations of accrued leave time shall be made in minimum increments of four (4) whole hour blocks of time.

14.4.2. To retain sufficient accrued leave to meet their own needs, donors contributing accrued leave must not reduce their total accumulated accrued leave balances to fewer than one hundred sixty (160) hours. The donation of leave accrual shall not be counted against the current year accrual and will not, therefore, count against usage for the current year for purposes of the annual sick leave cash out program (Standard Practice 2-9) . Donation of accrued leave is irrevocable and will be deducted from the donor's accruals in the pay period following the request. Donated accrued leave will be reimbursed if it has not been used by the end of the recipient's need. Verification, obtained by the APCO or designee, ensuring that these conditions have been met will be done prior to the transfer of time from one employee to another

14.4.3. Nothing in this program shall be construed to require donations of time from one employee to another. To emphasize the voluntary nature of the donation, the names of the donors will not be made available to the recipient. Recipient employees are expected to refrain from personally soliciting donations from other District employees. However, the APCO or designee may announce a need and offer all District employees the opportunity to contribute. The notice of need shall not be construed as a demand or as an order for employees to contribute. There shall remain confidentiality of employees subject to the receipt of donated leave

14.4.4. Employees who wish to donate leave accrual must provide written authorization to the Director of Administrative Services for the transfer of accrual by completing a Leave Donation Form developed and issued by Administrative Services. Administrative

Services will confirm the donor has sufficient accrued leave for donation and sufficient leave accruals (particularly sick leave) available for the donating employee to meet their own needs.

14.4.5. The accrued leave donated will be converted to its cash value at the donor's base rate of pay and then credited to the recipient in equivalent hours of sick leave at the recipient's base rate of pay. For example: Employee A donates 10 hours of leave at Employee A's rate of pay \$50/hour. Employee B's rate of pay is \$25/hour, therefore the donated leave available to Employee B is 20 hours.

14.4.6. Following verification, the donations will be used for the recipient in the order they were received. Once the recipient has exhausted all paid leave, donations will be processed on a pay period by pay period basis. This process will continue until such time as the recipient's status changes and they are no longer eligible for donations, or until no donations are available. When the need is resolved or the process is concluded, any remaining unused donations will be returned to the donor(s).

14.5. Definitions

14.5.1. "Immediate family" - The husband, wife, father/step, mother/step, brother/step, sister/step, child/step, legally registered domestic partners and legal dependents of the employee receiving the donation of leave.

14.5.2. "Serious health condition" - An illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider which is expected to incapacitate the employee or a member of the employee's immediate family requiring the employee to take time off from work to care for themselves or that family member.

14.5.3. Any other definition and or procedure not otherwise defined in this standard practice shall be as defined or set forth in the FMLA and its implementing regulations.

15. RETIREMENT PROGRAM

15.1. The District shall pick up a portion of the required contribution of each eligible employee in the General Unit to the San Bernardino County Employees' Retirement Association as follows:

15.1.1. For employees hired on or before 6/30/09: The District shall pay ("pick up") the first seven percent (7%) of the required contribution of the employee's earnable compensation, as defined in the San Bernardino County Retirement Board by-laws.

15.1.2. For employees hired on or after 7/1/09: The employee shall pay ("pick up") the first seven percent (7%) of the required contribution of the employee's earnable compensation, as defined in the San Bernardino County Retirement Board by-laws. The District will pick up the balance of the contribution required.

15.1.3 For employees hired on or after 7/1/2016: Pursuant to the California Employee Pension Reform Act of 2013, a new employee who is being employed for the first time by any public employer, had a break in service of more than six months, or was employed by another public employer but not subject to reciprocity with SBCERA, shall pay the employee contribution rate as determined by SBCERA. The District will not be responsible for any portion of the employee required contribution. This provision shall remain in effect through the term of this agreement and shall not be reversed or invalidated on expiration of the agreement.

15.1.4 A new employee hired on or after 7/1/2016, who was a prior member of SBCERA or another public retirement system ("Classic Employees") and established reciprocity with SBCERA, or had a break in service of less than six months, shall pay their full General Membership Contribution Rate for their retirement through SBCERA. The employee's rate is established by SBCERA, and varies depending upon age of entry into the pension system. This provision shall remain in effect through the term of this agreement and shall not be reversed or invalidated on expiration of the agreement.

15.2. Employees who have thirty (30) years of service credit and no longer make retirement contributions under the provisions of the County Employee's Retirement Law of 1937 and employees over the age of 60 in a regular position who choose not to be a member of the Retirement Association, shall be paid in taxable wages in the amount of the District's retirement contribution.

15.3. Deferred Compensation

15.3.1 Employees shall be eligible to enroll in the deferred compensation plan offered by the District from the first day of employment. Employees are permitted to specify amounts to be deducted from the employee's paycheck for deposit to the District's deferred compensation account. The MDAQMD Deferred Compensation Plan (457(b)) contains the plan specifics.

15.4. 401(a) Matching Contribution Plan

15.4.1 The District has established a 401(a) Matching Contribution Plan. The District will contribute a percentage based on the employee's salary deferrals made during the prior calendar year to the MDAQMD Deferred Compensation Plan according to the table set forth below. The District's match shall not be applied to catch-up contributions and additional elective deferrals. (See MDAQMD 401(a) Matching Contribution Plan, Article VII).

15.4.2 Employees are eligible to be credited the matching contribution when they have elected to participate in the MDAQMD Deferred Compensation Plan. (See MDAQMD 401(a) Matching Contribution Plan, Article VI)

15.4.3 Employees are fully vested and shall have a non-forfeitable and vested right to their retirement account (401(a)) following five years of service with the District. (See MDAQMD 401(a) Matching Contribution Plan, Article IX).

	Minimum & Maximum Contribution Amt			District Match
(maximum as allowed by the IRS) Max	\$18,000	-	\$18,000	6.00%
50% of Max	\$9000	-	\$17,999	4.00%
25% of Max	\$4500	-	\$8,999	2.00%
up to 25% of Max	\$0	-	\$4,499	1.00%

16. RETIREE MEDICAL BENEFIT

16.1. General:

16.1.1. The District agrees to pay to eligible employees in the General Unit, who retire from active service at the MDAQMD, a portion of the premium of CalPers health insurance for the employee and his or her spouse.

16.2. Eligibility:

16.2.1. Retiring employee shall be eligible for retiree medical benefits under the following conditions:

(a) Retiring employee must be enrolled in the District's CalPers health plan at the time of the retirement.

(b) Retiring employee must have a minimum total of twenty (20) years of public service with any of the member agencies of the District and any air district in California.

(c) However, a minimum of ten (10) years must have been served with the District. Years of public service with the District shall be calculated in the same manner as the calculation of time of employment set forth in Health & Safety Code §41265.

16.3. Calculation of Premium Portion:

16.3.1. The portion of the premium to be paid shall be calculated as 2% per service year from the date of hire with the District. The date of hire with the District shall be calculated in the same manner as the calculation of time of employment set forth in Health & Safety Code §41265. For those eligible employees hired between 7/1/1993 and 7/1/2009 years of service with a member agency or any air district in California shall be added to District years of service for the purposes of the premium portion calculation.

16.3.2. In no case shall the portion of the premium to be paid exceed the Flexible Benefit amount for a full time employee as set forth in Section 9 herein.

16.4. Length of Benefit:

16.4.1. Such benefit is payable from the date of retirement to five (5) years, or until the date retiree becomes eligible for Medicare, or until the date retiree discontinues the coverage, whichever occurs first.

16.5. For the purposes of Section 16.2.1(b), a “member agency” is defined as a city or county that lies in whole or in part within the boundaries of the District.

17. TUITION AND PROFESSIONAL ORGANIZATION DUES REIMBURSEMENT

17.1. The District agrees to maintain a Tuition and Dues Reimbursement Fund for the employees in the General Unit.

17.2. Reimbursement from the Fund may be used for tuition or professional dues or both so long as the employee does not use the reimbursement for dues of more than two (2) professional organizations.

17.3. Reimbursement is available for each such full-time employee pursuant to “Reimbursement Program” developed and which may be amended by the APCO in coordination with the Labor Management Task Force. Any reimbursement that may exceed the limits of Governing Board Policy 94-1 is subject to the approval of the District's Governing Board.

17.4. The District agrees to appropriate to the Fund each fiscal year sufficient sums to make available an aggregate amount equal to Five Hundred Dollars (\$500.00) per each full-time employee in the General Unit. The District also agrees that on June 30 of each year, the amount remaining in the Fund will be moved for separate accounting and allowed to accrue each year, without interest, and may be available for withdrawal for tuition reimbursement requests in accordance with Standard Practice No. 2-12, as amended.

18. PERSONALIZED PROTECTIVE EQUIPMENT ENHANCEMENT

18.1. Governing Board Policy No. 96-5 Occupational Illness and Injury Prevention Program ensures District compliance with providing personal protective equipment for all District employees.

18.2. Employees are eligible to enhance their personalized protective equipment if their position requires it as part of their field work. If it is uncertain whether an employee will be required to wear enhanced personalized protective equipment, no purchase will be made until it is actually needed. Enhanced personalized protective equipment shall be described as safety shoes and safety prescription eyeglasses.

18.3. The maximum benefit available per calendar year will be one hundred thirty Dollars (\$130.00). Employees may purchase any kind of enhanced personalized protective equipment, as described above that will be acceptable at the locations where they will be required to wear them. Employees will be responsible for any amount exceeding \$130.00 during the calendar year.

18.4. Safety shoes will be replaced when they wear out. New employees whose position require wearing safety shoes will be fitted for safety shoes shortly after they start working for the District. Employees who are in designated job categories will be required to wear safety shoes while on duty in the field.

18.5. Safety prescription eyeglasses will be replaced as prescribed by the employee's attending eye care professional.

COMPENSATION

19. WAGES

19.1. Effective July 1, 2016, the wage rate for each employee in the General Unit will increase 2.0% as set forth in Exhibit 1 – Salary Schedule.

20. SALARY ADJUSTMENT

20.1. The performance evaluation shall be made up of a list of duties and standards that reflects the employee's position description and duties. Employees will be evaluated based upon these standards. Salary increases will be given for performance evaluations rated “meets,” “satisfactory,” or scored 3.0, or higher on a scale of 1 to 5. The maximum salary adjustment available is 2½% of base hourly rate of pay, as set forth in the appropriate Salary Range Table.

21. LONGEVITY AWARD

21.1. In pay period one, longevity awards shall be granted to eligible employees in an amount not to exceed 2½% of the annual base pay as calculated in pay period 26 of the prior calendar year subject to:

21.1.1. The employee having reached or passed the top step in their respective pay range on July 1 of the previous calendar year; and

21.1.2. The employee having received a successfully rated performance evaluation as described in section 20.1.

22. OVERTIME AND NIGHT SHIFT DIFFERENTIAL

22.1. It is the policy of the District to avoid overtime and night shift work whenever possible. Overtime work shall be used only to supply essential public services or perform necessary duties during emergencies or where performance of overtime work by regular employees is more economical than adding new employees by creation of new regular or temporary position.

22.2. Employees of the District shall obtain authorization for overtime prior to commencement of overtime from the employee's immediate supervisor. Failure to obtain such authorization may result in disciplinary action.

22.3. Employees of the District required to work overtime are compensated at time and one-half their regular hourly rate of pay for each and every hour worked in excess of forty (40) hours worked in the seven day work week.

22.4. Employees of the District called or required to work between 10:00 P.M. and 6:00 A.M. may be eligible for night shift differential. Compliance activities, including but not limited to inspections and investigations, and travel commenced by employees prior to 6:00 A.M. and/or terminating after 10:00 P.M. shall not be eligible for the night shift differential unless the employee's immediate supervisor has designated such compliance activities or travel eligible for night shift differential in writing prior to commencement of the work.

22.5. Employees of the District eligible for the night shift differential are compensated at time and one-half their regular hourly rate of pay for each and every hour worked between 10:00 P.M. and 6:00 A.M. provided such work is eligible for the night shift differential as set forth above. Any employee who works between 10 P.M. and 6 A.M. and is eligible for such night shift differential shall be paid for a minimum of four (4) hours of work.

23. COMPENSATORY TIME

23.1. An employee may accrue compensatory time in lieu of overtime unless prohibited from doing so by the employee's supervisor. Those employees eligible for compensatory time may accrue such time to a maximum of eighty (80) hours. Compensatory time shall be calculated at one and one-half times the number of hours worked over forty hours during the established work week. Compensatory time must be reported on the employee's time card and submitted to the Administrative Services. Compensatory time used shall also be reported on the employee's time card and submitted to the Administrative Services.

23.2. Employees shall be encouraged to use compensatory time as quickly as possible depending on the work load of the assigned department. All compensatory time accrued and not used within the six month period immediately preceding April and October of each year shall be paid off. The APCO may authorize payment in lieu of compensatory time whenever it is impractical or not in the best interests of the District for the employee to make use of the compensatory time off.

24. ASSIGNMENT TO HIGHER CLASSIFICATION

24.1. Upon request from the employee, an employee directed to continuously perform duties in a higher classification shall be entitled to a salary rate increase to the higher classification for the time actually worked in excess of one hundred sixty (160) hours, consecutively, per fiscal year, unless specifically waived by the employee. The employee must demonstrate the ability to perform the duties of the higher level classification in order to qualify for the salary rate increase, which shall commence only after the 160 consecutive hours have been worked in the higher classification.

LEAVE PROVISIONS

25. SICK LEAVE

25.1. Accrual

25.1.1. The accrual rate for sick leave for each full-time employee in the General Unit shall be 3.69 hours per pay period.

25.2. Conversion to Cash:

25.2.1. Any employee may elect to convert to cash at the employee's current hourly rate of pay thirty percent (30%) of the unused sick leave each July that was accrued during the preceding fiscal year provided the subject employee leaves a minimum sick leave balance of one hundred sixty (160) hours. Employees must submit a pre-election agreement to convert sick leave to cash by June 30 of the year before the leave will accrue. For example, an employee must elect by June 30, 2016 to convert 30% of unused sick leave earned from July 1, 2016 – June 30, 2017 to cash in July 2017 if the employee's remaining sick leave balance at the time of conversion will be at least 160 hours.

25.3. Payment Upon Separation:

25.3.1. After ten (10) years of continuous service from the date of hire in a regular position, and upon retirement, death, or separation, an employee will be paid for unused sick leave balances according to the following formula:

<u>Sick Leave Balance as of Date of Separation</u>	<u>Cash Payment Percentage of Hours of Sick Leave Balance</u>
480 hours or less	30%
481 to 600 hours	35%
601 to 720 hours	40%
721 to 840 hours	45%
841 to 1,000 hours	50%

25.4. Vacation Conversion Option.

25.4.1. Any employee may exchange accrued sick leave hours in excess of eight hundred forty (840) hours for vacation time on the basis of two (2) hours of sick leave for one (1) hour of vacation leave. Any such exchange must be made in forty (40) hour increments of accrued sick leave.

26. VACATION

26.1. The accrual rate for vacation leave and accrual limits for each full-time employee in the General Unit is as follows:

26.1.1. Accrual of 3.08 hours per pay period during the first four years of continuous employment. Employees shall be allowed to accrue a maximum of two hundred (200) hours vacation during the first four years continuous service.

26.1.2. Accrual of 4.62 hours per pay period during the years five through nine of continuous employment. Employees shall be allowed to keep a maximum of two hundred eighty (280) hours vacation during the fifth through ninth year of continuous service; and

26.1.3. Accrual of 6.15 hours per pay period following the ninth year through fourteen years of continuous employment. Such employees shall be allowed to keep a maximum of three hundred sixty (360) hours vacation during the ninth through fourteenth year of continuous service.

26.1.4. Accrual of 6.46 hours per pay period following the fourteenth year of continuous employment and increasing by 0.3077 hours per pay period each successive year; thereafter of continuous employment up to a maximum of 9.23 hours per pay period. Such employees shall be allowed to keep a maximum of three hundred sixty (360) hours vacation following the fourteenth year of continuous service.

27. MANAGEMENT AND EMPLOYEE RIGHTS

27.1. Management Rights

27.1.1. In order to insure that the District is able to carry out its functions and responsibilities imposed by law, the District has and will retain the exclusive right to manage and direct the performance of District services and therefore the following matters will not be subject to the meet and confer process but shall be within the exclusive discretion of the District:

- (a) To determine public policy;
- (b) To determine the merits, necessity or organization of any service or activity conducted by the District;
- (c) To determine and change the facilities, methods, means and personnel by which the District operations are to be conducted;
- (d) To expand or diminish services;
- (e) To determine and change the number of locations, relocations and types of operations and the process and materials to be employed in carrying out all District functions, including but not limited to, the right to subcontract any work or operation;
- (f) To determine the size and composition of the work force, to assign work to employees in accordance with requirements as determined by the District, to

- establish and change work schedules and assignments, and to determine and change the days and hours when employees shall work;
- (g) To relieve employees from duty because of lack of work or funds or other legitimate reasons;
 - (h) To discharge, suspend or otherwise discipline employees in accordance with established personnel rules;
 - (i) To determine job classifications;
 - (j) To hire, transfer, promote and demote employees;
 - (k) To determine policies, procedures and standards for selection, training, and promotion of employees;
 - (l) To establish employee performance standards including but not limited to, quality and quantity standards;
 - (m) To maintain the efficiency of District operations;
 - (n) To take any and all necessary actions to carry out its missions in emergencies;
 - (o) To exercise complete control and secretion over the District's organization and technology of performing its work and services; and
 - (p) To establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of District services.

27.2. Employee Rights

27.2.1. Except as otherwise provided by law or by these rules and regulations, employees of the District shall have the right to form, join and participate in the activities of an employee organization of their own choosing for the purpose of representation in matters of employer-employee relations. District employees also have the right to refuse to join or participate in the activities of the employee organization and shall have the right to represent themselves individually in their employment relations with the District. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the District or by an employee organization because of his or her exercise of these rights. Notwithstanding the above, nothing herein shall be construed as restricting employee organization rights as specified in Section 3502.5 of the Government Code.

28. POLICY PROHIBITING EMPLOYEE HARASSMENT

28.1. Introduction:

28.1.1. The District strongly disapproves of any form of unlawful discrimination against its employees. This includes discriminatory harassment of District employees. It can result in high turnover, absenteeism, low morale, and an uncomfortable work environment. Since Federal and State law prohibit harassment, employee harassment may constitute a criminal offense.

28.1.2. The District strictly prohibits unlawful harassment. This includes harassment on the basis of sex, sexual orientation, race, color, ancestry, religious creed, handicap or disability, medical condition, age (over forty), marital status, or any other protected class under applicable law.

28.2. Application

28.2.1. The policy applies to all phases of the employment relationship, including recruitment, testing, hiring, upgrading, promotion/demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training.

28.2.2. The policy applies to all officers and employees of the District, including, but not limited to, full- and part-time employees, temporary employees, and persons working under contract for the District.

28.3. The full text of this policy is recorded in Rule 7 of the PPP.

29. FULL UNDERSTANDING, MODIFICATION, AND WAIVER

29.1. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, and that the understandings arrived at after the exercise of that right are set forth in this Agreement. The express provisions of this Agreement, for its duration, therefore, constitute the complete and total contract between the District and the Union with respect to wages, hours, and other terms and conditions of employment. Any prior or existing agreements between the parties, whether formal or informal, regarding any such matters, are hereby superseded and terminated in their entirety. Therefore, the District and the Union, for the life of this Agreement, each voluntarily waives the right to meet and confer in good faith with respect to any subject or matter referred to or covered in this Agreement or within the scope of representation.

29.2. Notwithstanding the above, the parties may mutually agree to meet and confer on a specific matter.

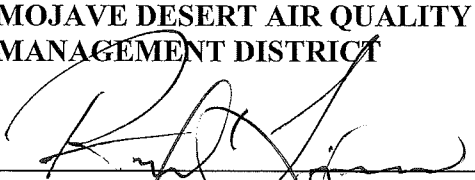
30. DURATION OF AGREEMENT

30.1. Except as herein provided, the terms and conditions of this Memorandum of Understanding became effective at 12:01 a.m. on July 1, 2016 and shall expire at 12:00 midnight on June 30, 2017. If a successor Memorandum of Understanding has not been reached by 12:00 midnight of June 30, 2017 the terms and conditions of this Memorandum of Understanding shall be extended for one (1) year or until a successor Memorandum of Understanding is adopted, whichever occurs sooner.

30.2. In the event either party hereto desires to negotiate the provisions of a successor memorandum of understanding, such party shall serve upon the other, 90 days prior to the termination date of this Agreement, its written request to commence negotiations and, to the extent reasonably possible, its full and entire written proposal for such successor memorandum of understanding. Upon receipt of such written notice and proposal, negotiations shall begin thereafter, no later than 60 days prior to the termination date of this Agreement.

IN WITNESS WHEREOF, the parties having entered into this Agreement have caused their authorized representatives to execute this Memorandum of Understanding on this 26th day of September, 2011.

**MOJAVE DESERT AIR QUALITY
MANAGEMENT DISTRICT**



Robert Lovingood,
MDAQMD Governing Board Chair

Roger Crawford,
Labor Negotiator, Best Best & Krieger

APPROVED AS TO LEGAL FORM

PIERO C. DALLARDA, Special Counsel
to the Governing Board

TEAMSTERS LOCAL 1932

Fred Lowe
Staff Coordinator, Teamsters Local 1932

Tracy Walters, Negotiating Committee

Sheri Haggard, Negotiating Committee

Barbara Lods, Negotiating Committee

Sarah Strout, Negotiating Committee

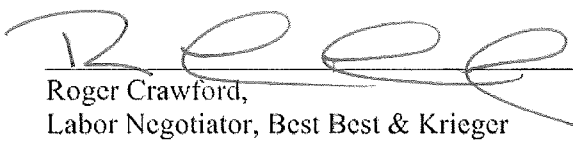
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Barbara Lods, Negotiating Committee

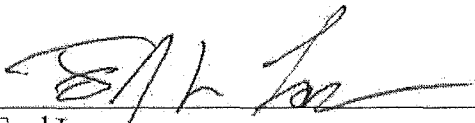
Sarah Strout, Negotiating Committee

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**MOJAVE DESERT AIR QUALITY
MANAGEMENT DISTRICT**

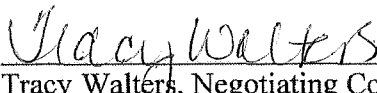
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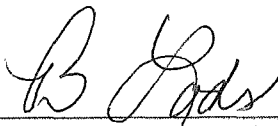
Tracy Walters, Negotiating Committee

APPROVED AS TO LEGAL FORM

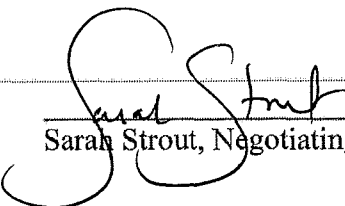


Sheri Haggard, Negotiating Committee

PIERO C. DALLARDA, Special Counsel
to the Governing Board



Barbara Lods, Negotiating Committee



Sarah Strout, Negotiating Committee

Exhibit 1
Mojave Desert Air Quality Management District
SALARY SCHEDULE FY 16-17
Effective July 1, 2016

RANGE										Not attainable as of January 1, 2000						
	1	2	3	4	5	6	7	8	9	5	F	6	G	7	H	MONTHLY
600	13.83	14.18	14.53	14.89	15.27	15.65	16.04	16.44	16.85	17.27	17.71	18.15	18.60	19.07	19.54	2,397 - 2,921
601	14.18	14.53	14.90	15.27	15.65	16.04	16.44	16.85	17.27	17.71	18.15	18.60	19.07	19.54	20.03	2,458 - 2,994
602	14.54	14.90	15.27	15.65	16.04	16.45	16.86	17.28	17.71	18.15	18.61	19.07	19.55	20.04	20.54	2,519 - 3,070
603	14.89	15.26	15.65	16.04	16.44	16.85	17.27	17.70	18.14	18.60	19.06	19.54	20.03	20.53	21.04	2,581 - 3,145
604	15.27	15.65	16.04	16.44	16.85	17.28	17.71	18.15	18.60	19.07	19.55	20.03	20.54	21.05	21.58	2,647 - 3,225
605	15.65	16.04	16.44	16.85	17.27	17.70	18.15	18.60	19.06	19.54	20.03	20.53	21.04	21.57	22.11	2,712 - 3,304
606	16.04	16.45	16.86	17.28	17.71	18.15	18.61	19.07	19.55	20.04	20.54	21.05	21.58	22.12	22.67	2,781 - 3,388
607	16.44	16.85	17.27	17.71	18.15	18.60	19.07	19.54	20.03	20.53	21.05	21.57	22.11	22.67	23.23	2,850 - 3,472
608	16.85	17.27	17.70	18.15	18.60	19.06	19.54	20.03	20.53	21.04	21.57	22.11	22.66	23.23	23.81	2,921 - 3,559
609	17.28	17.71	18.15	18.61	19.07	19.55	20.04	20.54	21.05	21.58	22.12	22.67	23.24	23.82	24.41	2,995 - 3,649
610	17.71	18.15	18.60	19.07	19.55	20.03	20.53	21.05	21.57	22.11	22.67	23.23	23.81	24.41	25.02	3,069 - 3,740
611	18.15	18.60	19.06	19.54	20.03	20.53	21.04	21.57	22.11	22.66	23.23	23.81	24.40	25.01	25.64	3,145 - 3,832
612	18.60	19.07	19.55	20.04	20.54	21.05	21.58	22.12	22.67	23.23	23.82	24.41	25.02	25.65	26.29	3,225 - 3,929
613	19.06	19.54	20.03	20.53	21.04	21.57	22.11	22.66	23.23	23.81	24.40	25.01	25.64	26.28	26.94	3,304 - 4,026
614	19.54	20.03	20.53	21.05	21.57	22.11	22.66	23.23	23.81	24.41	25.02	25.64	26.28	26.94	27.61	3,387 - 4,127
615	20.03	20.53	21.05	21.57	22.11	22.67	23.23	23.81	24.41	25.02	25.64	26.28	26.94	27.62	28.31	3,472 - 4,231
616	20.53	21.05	21.57	22.11	22.66	23.23	23.81	24.41	25.02	25.64	26.28	26.94	27.61	28.30	29.01	3,559 - 4,336
617	21.04	21.57	22.11	22.66	23.23	23.81	24.40	25.01	25.64	26.28	26.94	27.61	28.30	29.01	29.73	3,647 - 4,444
618	21.57	22.11	22.67	23.23	23.81	24.41	25.02	25.64	26.28	26.94	27.62	28.31	29.01	29.74	30.48	3,739 - 4,556
619	22.11	22.67	23.23	23.81	24.41	25.02	25.64	26.29	26.94	27.62	28.31	29.01	29.74	30.48	31.25	3,833 - 4,670
620	22.66	23.23	23.81	24.41	25.02	25.64	26.28	26.94	27.61	28.30	29.01	29.74	30.48	31.24	32.02	3,928 - 4,786
621	23.24	23.82	24.41	25.02	25.65	26.29	26.95	27.62	28.31	29.02	29.74	30.49	31.25	32.03	32.83	4,028 - 4,907
622	23.82	24.41	25.02	25.65	26.29	26.95	27.62	28.31	29.02	29.74	30.49	31.25	32.03	32.83	33.65	4,128 - 5,030
623	24.41	25.02	25.64	26.29	26.94	27.62	28.31	29.01	29.74	30.48	31.25	32.03	32.83	33.65	34.49	4,231 - 5,155
624	25.02	25.65	26.29	26.94	27.62	28.31	29.02	29.74	30.49	31.25	32.03	32.83	33.65	34.49	35.35	4,337 - 5,284
625	25.64	26.28	26.94	27.61	28.30	29.01	29.74	30.48	31.24	32.02	32.82	33.65	34.49	35.35	36.23	4,445 - 5,415
626	26.29	26.94	27.62	28.31	29.01	29.74	30.48	31.25	32.03	32.83	33.65	34.49	35.35	36.23	37.14	4,556 - 5,551
627	26.94	27.61	28.30	29.01	29.73	30.48	31.24	32.02	32.82	33.64	34.48	35.35	36.23	37.13	38.06	4,669 - 5,689
628	27.61	28.30	29.01	29.73	30.48	31.24	32.02	32.82	33.64	34.48	35.34	36.23	37.13	38.06	39.01	4,786 - 5,831
629	28.31	29.01	29.74	30.48	31.24	32.02	32.83	33.65	34.49	35.35	36.23	37.14	38.07	39.02	39.99	4,906 - 5,978
630	29.01	29.73	30.48	31.24	32.02	32.82	33.64	34.48	35.34	36.23	37.13	38.06	39.01	39.99	40.99	5,028 - 6,126
631	29.74	30.49	31.25	32.03	32.83	33.65	34.49	35.36	36.24	37.15	38.07	39.03	40.00	41.00	42.03	5,155 - 6,281
632	30.48	31.24	32.02	32.82	33.64	34.48	35.34	36.23	37.13	38.06	39.01	39.99	40.99	42.01	43.06	5,283 - 6,437
633	31.24	32.02	32.82	33.64	34.49	35.35	36.23	37.14	38.07	39.02	39.99	40.99	42.02	43.07	44.14	5,415 - 6,598
634	32.03	32.83	33.65	34.49	35.35	36.24	37.14	38.07	39.02	40.00	41.00	42.02	43.07	44.15	45.25	5,552 - 6,764
635	32.82	33.64	34.49	35.35	36.23	37.14	38.07	39.02	39.99	40.99	42.02	43.07	44.14	45.25	46.38	5,689 - 6,932
636	33.65	34.49	35.35	36.24	37.14	38.07	39.02	40.00	41.00	42.02	43.07	44.15	45.26	46.39	47.55	5,833 - 7,106
637	34.49	35.35	36.23	37.14	38.07	39.02	39.99	40.99	42.02	43.07	44.15	45.25	46.38	47.54	48.73	5,978 - 7,283
638	35.35	36.24	37.14	38.07	39.02	40.00	41.00	42.02	43.07	44.15	45.26	46.39	47.55	48.73	49.95	6,128 - 7,466
639	36.23	37.14	38.06	39.02	39.99	40.99	42.02	43.07	44.14	45.25	46.38	47.54	48.73	49.94	51.19	6,280 - 7,651
640	37.14	38.07	39.02	39.99	40.99	42.02	43.07	44.15	45.25	46.38	47.54	48.73	49.95	51.20	52.48	6,437 - 7,843
641	38.07	39.02	39.99	40.99	42.02	43.07	44.15	45.25	46.38	47.54	48.73	49.95	51.20	52.47	53.79	6,598 - 8,039
642	39.02	39.99	40.99	42.01	43.07	44.14	45.25	46.38	47.54	48.72	49.94	51.19	52.47	53.78	55.13	6,763 - 8,240
643	39.99	40.99	42.02	43.07	44.15	45.25	46.38	47.54	48.73	49.95	51.20	52.48	53.79	55.13	56.51	6,932 - 8,446
644	40.99	42.02	43.07	44.15	45.25	46.38	47.54	48.73	49.95	51.20	52.48	53.79	55.13	56.51	57.92	7,106 - 8,657
645	42.02	43.07	44.15	45.26	46.39	47.55	48.73	49.95	51.20	52.48	53.79	55.14	56.52	57.93	59.38	7,284 - 8,875
646	43.07	44.15	45.26	46.39	47.55	48.73	49.95	51.20	52.48	53.79	55.14	56.52	57.93	59.38	60.86	7,466 - 9,097
647	44.15	45.25	46.38	47.54	48.73	49.95	51.20	52.48	53.79	55.13	56.51	57.92	59.37	60.86	62.38	7,652 - 9,323
648	45.25	46.38	47.54	48.73	49.94	51.19	52.47	53.78	55.13	56.51	57.92	59.37	60.85	62.37	63.93	7,843 - 9,556
649	46.38	47.54	48.73	49.95	51.19	52.47	53.79	55.13	56.51	57.92	59.37	60.85	62.38	63.93	65.53	8,039 - 9,795
650	47.54	48.73	49.95	51.20	52.48	53.79	55.13	56.51	57.93	59.37	60.86	62.38	63.94	65.54	67.18	8,241 - 10,040
651	48.74	49.95	51.20	52.48	53.79	55.14	56.52	57.93	59.38	60.86	62.39	63.95	65.54	67.18	68.86	8,448 - 10,292
652	49.95	51.20	52.48	53.79	55.13	56.51	57.93	59.37	60.86	62.38	63.94	65.54	67.18	68.86	70.58	8,658 - 10,549
653	51.19	52.47	53.79	55.13	56.51	57.92	59.37	60.85	62.37	63.93	65.53	67.17	68.85	70.57	72.34	8,874 - 10,812
654	52.48	53.79	55.14	56.51	57.93	59.38	60.86	62.38	63.94	65.54	67.18	68.86	70.58	72.34	74.15	9,096 - 11,083
655	53.78	55.13	56.51	57.92	59.37	60.85	62.37	63.93	65.53	67.17	68.85	70.57	72.33	74.14	76.00	9,323 - 11,359
656	55.13	56.51	57.92	59.37	60.85	62.38	63.94	65.53	67.17	68.85	70.57	72.34	74.15	76.00	77.90	9,556 - 11,643
657	56.51	57.92	59.37	60.85	62.37	63.93	65.53	67.17	68.85	70.57	72.34	74.14	76.00	77.90	79.84	9,795 - 11,934
658	57.93	59.37	60.86	62.38	63.94	65.54	67.18	68.86	70.58	72.34	74.15	76.00	77.90	79.85	81.85	10,040 - 12,233
659	59.37	60.86	62.38	63.94	65.54	67.18	68.86	70.58	72.34	74.15	76.00	77.90	79.85	81.85	83.89	10,292 - 12,539
660	60.85	62.37	63.93	65.53	67.17	68.85	70.57	72.34	74.14	76.00	77.90	79.84	81.84	83.89	85.98	10,548 - 12,852
661	62.38	63.94	65.54	67.18	68.86	70.58	72.35	74.15	76.01	77.91	79.86	81.85	83.90	86.00	88.15	10,813 - 13,175
662	63.93	65.53	67.17	68.85	70.57	72.34	74.14	76.00	77.90	79.84	81.84	83.89	85.98	88.13	90.34	11,082 - 13,502
663	65.54	67.17	68.85	70.57	72.34	74.15	76.00	77.90	79.85	81.84	83.89	85.99	88.14	90.34	92.60	11,359 - 13,840
664	67.18	68.86	70.58	72.34	74.15	76.00	77.90	79.85	81.85	83.90	85.99	88.14	90.35	92.60	94.92	11,644 - 14,187
665	68.85	70.57	72.34	74.14	76.00	77.90	79.84	81.84	83.89	85.98	88.13	90.34	92.60	94.91	97.28	11,934 - 14,540
666	70.57	72.34	74.15	76.00	77.90	79.85	81.84	83.89	85.99	88.14	90.34	92.60	94.91	97.29	99.72	12,233 - 14,904

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**MINUTES OF THE GOVERNING BOARD
OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT
VICTORVILLE, CALIFORNIA**

AGENDA ITEM 10

DATE: September 26, 2016


RECOMMENDATION: Adopt a Resolution to: 1) enter into an agreement with Teamsters Local 1932 (“Teamsters”) for employees in the General Unit and adopting the Memorandum of Understanding (MOU) effective July 1, 2016; 2) Grant conforming changes in terms and conditions, as specified, to Exempt Employees; 3) Authorize conforming amendments in the Exempt Compensation Plan (ECP); 4) Authorize the elimination of the Confidential Group, and its corresponding Confidential Compensation Plan; and 5) Direct staff actions.

SUMMARY: This action will adopt by Resolution the terms and conditions agreed through negotiations with the Teamsters and incorporated into an MOU; grant conforming changes in terms and conditions, as specified, to Exempt Employees; eliminate the Confidential Group and its corresponding Confidential Compensation Plan; and direct staff actions.

CONFLICT OF INTEREST: Governing Board members and officers of the MDAQMD; and Directors and Officers of the Teamsters Local 1932.

BACKGROUND: The labor negotiator appointed by the Governing Board has reached a tentative agreement with the Teamsters. The terms of the agreement are detailed in the attached Exhibits. The Executive Director and labor negotiator recommends authorizing corresponding and conforming changes to applicable terms and conditions of the Exempt Compensation Plan extending the terms and conditions to employees in the exempt groups. Finally, in 2011 the Governing Board authorized establishing a Confidential Group and a corresponding Compensation Plan. No positions were transferred to the Confidential Group and it has never been activated. Staff recommends eliminating the Group and the corresponding compensation Plan.

REASON FOR RECOMMENDATION: Governing Board action is necessary to approve an agreement with the Teamsters and to effect changes to the ECP document.

I, MICHELE BAIRD, CLERK OF THE GOVERNING BOARD OF
MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT
DISTRICT, HEREBY CERTIFY THE FOREGOING TO BE A
FULL, TRUE AND CORRECT COPY OF THE RECORD OF
THE ACTION AS THE SAME APPEARS IN THE OFFICIAL
MINUTES OF SAID GOVERNING BOARD MEETING
 CLERK OF THE BOARD
MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT

**MINUTES OF THE GOVERNING BOARD
OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT
VICTORVILLE, CALIFORNIA**

AGENDA ITEM 10

PAGE 3

Exhibit 1

Labor Negotiations

Memorandum of Understanding

District employees in nonexempt positions are represented by Teamsters Local 1932. Negotiations began in May for a successor agreement to a five year negotiated agreement with Teamsters Local 1932 which was set to expire June 30, 2016. On June 27, 2016 the Governing Board appointed labor negotiator Roger Crawford of BBK to represent the District and act on its behalf. On July 28, 2016 Mr. Crawford met with the Teamsters and reached agreement in concept. Following review and tentative acceptance by the Teamsters members and the Governing Board, a redlined version of the proposed Memorandum of Understanding (MOU) incorporating the tentative agreements has been distributed for review. The Teamsters have acknowledged ratification of the terms of the agreement.

Proposed Changes

1. The proposed MOU is a **one year agreement**, effective July 1, 2016 and expiring June 30, 2017. The Teamsters must be notified not later than April 1, 2017 of Management's intent to negotiate a successor agreement.
2. The proposed MOU acknowledges the **change in representation** from the San Bernardino Public Employees Association (SBPEA) to Teamsters Local 1932. Language throughout the MOU is modified to reflect this change.
3. The proposed MOU inserts language in Section 15 addressing recently **adopted retirement reform** legislation (PEPRA). Employees hired after July 1, 2016 will be required to make the full employee portion of the required retirement contribution.
4. The proposed MOU is revised as a matter of convenience in Section 15.4, **401(a) Matching Contribution Plan**. The language of the previous MOU presented a conflict stating that the District would match employee contributions made at the "maximum as allowed by the IRS." At the same time the table limited the contribution at \$16,500. During the agreement period the IRS raised the limits to \$18,000. The District adjusted the tiers accordingly and the proposed changes represent the current practice.
5. The proposed MOU includes **2% adjustment to wages** (Section 19) **retroactive** to July 1, 2016. The revision deletes the extraneous paragraphs referencing changes applicable to a multiyear agreement. The Salary Table included as MOU Exhibit 1 reflects the salary changes to each pay range.
6. During a research of the District personnel documents the law firm BBK noted potential areas of risk and recommend **revisions to policy statements** that have no cost impact and

**MINUTES OF THE GOVERNING BOARD
OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT
VICTORVILLE, CALIFORNIA**

AGENDA ITEM 10

PAGE 4

do not impact employee benefits. Section 25.2 is one of those areas. The IRS requires employees to elect to cash out leave accruals before they are accrued. If an employee can elect to cash out already accrued leave, the availability of the election results in taxable income, even to those who do not make the election. The District practices this pre-election, the reference belongs in the policy statement to avoid tax implications.

7. Agreement was also reached for language changes to the MDAQMD **Personnel Policy and Procedures** (PPP).
- a. Section 5.1 “**Benefit Plan.**” The IRS prohibits employers from incentivizing employees to purchase individual market coverage. The following inserted phrase [*shown in italic*] complies with laws governing the Affordable Care Act. “Exceptions to the requirement for health coverage shall be made for an employee who provides proof of *approved group health coverage sponsored by an employer.*”
 - b. Section 5.6, “**Retirement Program.**” Revisions clarify employee eligibility to participate in the District’s Retirement Program. 1) A statement of eligibility was moved from the end of the section to the beginning for clarity; 2) Eligibility to participate has been clarified to include “employees eligible pursuant to law;” 3) A statement has been added to Section 5.6 that conforms to recent retirement reform legislation that employees hired after July 1, 2016 are not eligible for District Contributions toward the employee’s required contribution (“A” and “B”) or the Special Provisions (“C”).

While PEPRA was effective January 1, 2013, the District has not hired any employees until June 16, 2016. To prevent confusion because of a negotiated agreement that was in effect until June 30, 2016, the effective date for retirement related issues has been set at July 1, 2016. Staff from SBCERA assisted with the recommended language changes.

Corresponding and Conforming Changes to the Exempt Compensation Plan

Employees in the Exempt Groups are not represented by Teamsters or any other recognized organization and are covered by an Exempt Compensation Plan (ECP). The Executive Director/APCO recommends the applicable changes in terms and conditions as those negotiated for employees in the General Unit be applied to employees in the Exempt Groups. Additionally, that applicable terms and conditions be incorporated into the ECP; specifically, language revisions and adjustments in wages.

The proposed revision also updated the positions that (Paragraph B) are included and subject to the provisions of the ECP which will be presented in a separate action.

**MINUTES OF THE GOVERNING BOARD
OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT
VICTORVILLE, CALIFORNIA**

AGENDA ITEM 10

PAGE 5

Authorize the Elimination of the Confidential Group

On September 26, 2011, the Board adopted Resolution 11-15 which modified the General Unit pursuant to Section 13 of Resolution 93-08 (also known as the District's "local rules" governing labor relations) and established a "Confidential Group" and approved a Compensation Plan for the Confidential Group. Subsequent to the action, the Confidential Group was not implemented and has remained "inactive" since the Board adoption. This recommendation will eliminate the "Confidential Group" and eliminate the corresponding "Compensation Plan for the Confidential Group."

RESOLUTION 16-05

1 **A RESOLUTION OF THE GOVERNING BOARD OF THE MOJAVE DESERT AIR QUALITY**
2 **MANAGEMENT DISTRICT TO ADOPT A ONE-YEAR AGREEMENT WITH TEAMSTERS**
3 **LOCAL 1932 FOR REPRESENTED EMPLOYEES IN THE GENERAL UNIT EFFECTIVE**
4 **JULY 1, 2016; ADOPT NEGOTIATED CHANGES TO THE PERSONNEL POLICIES AND**
5 **PROCECURES; AUTHORIZE CONFORMING AMENDMENTS IN THE EXEMPT**
6 **COMPENSATION PLAN; ELIMINATE THE CONFIDENTIAL GROUP ; AND DIRECT STAFF**
7 **ACTIONS.**

8 On September 26, 2016, on motion by Member PAUL RUSS Seconded by Member JIM COX, and
9 carried, the following resolution is adopted:

10 **WHEREAS**, the Mojave Desert Air Quality Management District (MDAQMD) was created by
11 statute (1992 Ch. 642; Health & Safety Code §§41200 et seq.) and commenced operations on July 1,
12 1993 (Health & safety Code §41212); and

13 **WHEREAS**, the Governing Board of the MDAQMD has the authority and responsibility to do
14 such acts as may be necessary or proper to execute the powers and duties granted to, and imposed upon
15 the MDAQMD (Health & Safety Code §40702); and

16 **WHEREAS**, the Governing Board has the authority and responsibility to employ necessary
17 staff to carry out its powers and duties (Health & Safety Code §41260(a)); and

18 **WHEREAS**, on January 26, 1994 the Governing Board by Resolution 94-02 accepted the San
19 Bernardino Public Employees Association (SBPEA) as a recognized employee organization for various
20 MDAQMD employees commonly referred to as the General Unit; and

21 **WHEREAS**, on or about May 2016 the SBPEA affiliated with the Teamsters Union becoming
22 Teamsters Local 1932; and

23 **WHEREAS**, by this Resolution the Governing Board recognizes the employee organization
24 Teamsters Local 1932 (Teamsters) in the place of SBPEA; and

25 **WHEREAS**, on September 26, 2011, by Resolution 11-15, the Governing Board adopted the
26 Memorandum of Understanding for the period July 1, 2011 through June 30, 2016 (MOU); and

27 **WHEREAS**, on March 2, 1995 by Resolution 95-08 the Governing Board adopted the
28 MDAQMD Personnel Policies and Procedures (PPP) to govern the employment relationship and to
provide certain terms and conditions of employment for all employees and has subsequently amended

RESOLUTION 16-05

1 it with the last amendment adopted August 24, 2015 by Minute Action; and

2 **WHEREAS**, on August 25, 1993, the Governing Board adopted Resolution 93-08, Establishing
3 Rules and Regulations Relating to Employer-Employee Relations which includes Section 13,
4 Procedure for Modification of Established Appropriate Units;

5 **WHEREAS**, on September 26, 2011, the Governing Board modified the General Unit,
6 establishing a Confidential Group and a Compensation Plan for such group; and

7 **WHEREAS**, by this Resolution, the Governing Board eliminates the Confidential Group and
8 the corresponding Compensation Plan for the Confidential Group because the Group was never fully
9 implemented and no positions were ever included in such group; and

10 **WHEREAS**, on June 27, 2016, the Governing Board appointed a labor negotiator to negotiate an
11 agreement with the Teamsters relating to wages, salaries, benefits and working conditions for employees
12 in the General Unit; and

13 **WHEREAS**, the labor negotiator has negotiated with the Teamsters “the terms and conditions
14 relating to wages, salaries, benefits and working conditions” (hereinafter referred to as “Agreement
15 Provisions”) for employees in the General Unit for the period July 1, 2016 through June 30, 2017; and

16 **WHEREAS**, the negotiating team has negotiated with the Teamsters Agreement Provisions
17 resulting in revisions to terms and conditions including but not limited to consistency in use of terms and
18 formatting, and revisions to account for underlying changes in laws; and

19 **WHEREAS**, on or about August 18, 2016 the employees of the General Unit approved the
20 Agreement Provisions; and

21 **WHEREAS**, on August 22, 2016, the Governing Board reviewed the proposed Agreement
22 Provisions for employees in the General Unit and directed the development of a Memorandum of
23 Understanding (MOU) to be placed on the Agenda for deliberation and action by the Governing Board;
24 and

25 **WHEREAS**, except as provided in the Agreement Provisions set forth in the MOU for the
26 period July 1, 2016 through June 30, 2017, attached hereto as Exhibit A, all other benefits and terms
27 and conditions of employment for General Unit that exist under the MOU shall remain unchanged; and
28

RESOLUTION 16-05

1 **WHEREAS**, on August 24, 2015 the Governing Board last amended the PPP; and

2 **WHEREAS**, as part of the negotiations regarding the MOU agreement was also reached with
3 the Teamsters regarding language changes to the PPP as set forth in Exhibit B; and

4 **WHEREAS**, employees in the exempt groups are not represented by the Teamsters or any
5 other recognized association and are covered by the ECP; and

6 **WHEREAS**, the Executive Director recommends the applicable changes in terms and conditions
7 as those negotiated for employees in the General Unit be applied to employees in the exempt groups; and
8 that these applicable terms and conditions be added to the ECP, specifically those terms and conditions
9 applicable to: (a) language revisions for clarification, and (b) adjustment in wages.

10 **NOW, THEREFORE, BE IT RESOLVED**, the Governing Board recognizes the employee
11 organization Teamsters Local 1932 (Teamsters) as a recognized employee organization for various
12 MDAQMD employees commonly referred to as the General Unit; and

13 **BE IT FURTHER RESOLVED**, that the Governing Board eliminates the Confidential Group
14 and the corresponding Compensation Plan; and

15 **BE IT FURTHER RESOLVED**, that the Governing Board of the MDAQMD hereby approves
16 and adopts the MOU for the period July 1, 2016 through June 30, 2017, for the General Unit, attached
17 hereto as Exhibit A and incorporated herein by reference, including retroactive application of the terms to
18 July 1, 2016; and

19 **BE IT FURTHER RESOLVED**, that the Governing Board of the MDAQMD hereby approves
20 and adopts amendments to the PPP attached hereto as Exhibit B; and

21 **BE IT FURTHER RESOLVED**, that the Governing Board of the MDAQMD hereby authorizes
22 conforming amendments to the ECP for the Exempt Employees in a separate action; and

23 **BE IT FURTHER RESOLVED**, that this resolution shall take effect immediately upon adoption.

24
25 \\
26 \\
27 \\
28 \\
29

RESOLUTION 16-05

PASSED, APPROVED AND ADOPTED by the Governing Board of the Mojave Desert Air Quality Management District by the following vote:

AYES: 9 MEMBER: DECONINCK, LOVINGOOD, RUSS, COX, LEONE,
RAMOS, WILLIAMS, STANTON, HERNANDEZ

NOES: MEMBER:

ABSENT: 4 MEMBER: BENOIT, CAMARGO, RIORDAN, COLE

ABSTAIN: MEMBER:

STATE OF CALIFORNIA)
)
) SS:
COUNTY OF SAN BERNARDINO)
)

I, Deanna Hernandez, Executive Lead of the Mojave Desert Air Quality Management District, hereby certify the foregoing to be a full, true and correct copy of the record of the action as the same appears in the Official Minutes of said Governing Board at its meeting of September 26, 2016.



Executive Lead,
Mojave Desert Air Quality Management District.