MEMORANDUM OF UNDERSTANDING
BETWEEN
DELTA DIABLO
AND
MANAGEMENT ASSOCIATION

July 1, 2026 through June 30, 2031

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Preamble

This Memorandum of Understanding (MOU) is entered into by Delta Diablo (District) and the Management Association (MA).

Article 1 - Recognition

The District recognizes MA as the exclusive representative for employees in the classifications listed in Appendix A. The MA has three (3) types of employment status: Probationary, Regular Full Time, and Regular Part Time.

Article 2 - Association Rights

2.1 Unit Representation and Release Time

The MA will provide the District with the names of all officers immediately after designation and at the beginning of each calendar year.

The MA may designate a member to serve as the Unit's Safety Representative of the District's facilities. Further, the MA and the District agree to cooperate in the implementation and enforcement of all safety rules and regulations per state and federal requirements.

The officers of the MA, in addition to their regularly assigned duties, are allowed to conduct MA business with the District and/or employees covered in all matters relating to this MOU, providing such activities do not interrupt or interfere with the work of the officers, other employees, or the District.

Release time from an employee's regular work schedule is permitted on District time as follows:

A. <u>General Meetings</u>: MA general meetings are limited to no more than one (1) meeting per each three (3) month period in non-negotiating years and to no more than one (1) per month on District time during years when a new MOU is being negotiated. Meeting times will be approved by the General Manager or designee seventy-two (72) hours or a reasonable amount of time before the starting time and may not interrupt or interfere with the work of the officers, other employees, or the District. General meetings are limited to a maximum of one hour of District time.

B. <u>MA Officer Meetings</u>: During non-negotiating years, MA officers are permitted release time from each employee's regular work schedule for up to four (4) meetings per year with a one (1) hour District time limit per meeting. Should an issue arise that requires officer discussion, the District will make every effort to allow the scheduling of an MA officer meeting with sufficient advance notice. During MOU negotiating years, the officers are allowed to meet once per month, (twice per month in months when negotiation meetings are scheduled) with advance scheduling approval and with a one (1) hour District time limit per meeting. All meeting times will be approved by the General Manager or designee seventy-two (72) hours or a reasonable amount of time before the starting time and may not interrupt or interfere with the work of the officers, other employees, or the District.

C. Meet and Confer: Employees who are MA Officers or appointed members of the MA bargaining team shall be given reasonable time off with pay to formally meet and confer or consult with management representatives on matters within the scope of representation. Employees who are MA Officers shall be given reasonable time off with pay to be present at hearings where matters within the scope of representation are being considered, and to testify or appear as the designated representative of MA in settlement conferences, hearings, or other proceedings before PERB, in matters relating to an unfair practice charge. All meeting times will be approved by the General Manager or designee seventy-two (72) hours or a reasonable amount of time before the starting time and may not interrupt or interfere with the work of the officers, other employees, or the District.

Time spent conducting MA business outside of the employee's regular work schedule is not compensable.

2.2 Dues

Upon certification from MA that an employee has signed an authorization for the deduction of dues, the District makes payroll deductions in an amount to be determined by the MA and communicated to the District annually. The District will promptly remit deductions to the MA. Employee requests to cancel membership dues deductions must be directed to the MA. Upon notification from the MA that an employee has canceled membership dues, the District will promptly cease deductions from the employee's paycheck. The MA must hold the District harmless from any and all claims and will indemnify it against any unusual costs in implementing these provisions, and indemnify the District for any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code Section 1157.12(a).

2.3 Notice Regarding Classification Changes

The District provides notice to the MA regarding changes in job classifications or policy that fall within the scope of representation under the Meyers-Milias-Brown Act (MMBA). MA has twenty-one (21) calendar days to request a meet and confer. The District will endeavor to provide notice to the MA prior to implementation regarding changes that fall outside the scope of representation under the MMBA.

2.4 Vacant Job Postings

Vacant job postings are distributed to all employees through District email to allow employees the opportunity to apply for the posted vacancy.

2.5 No Strike – No Lockout

The purpose of this section is to ensure that the health and safety of the public are not compromised due to a failure of District employee(s) to properly operate and maintain District facilities and equipment.

No employee may take part in or call any strike, work slowdown, stoppage, concerted interruption, or impeding of work. No officer or representative of the MA will authorize, approve, or sanction such activities. The MA is not liable for damages or violation by the employees of this Section if the MA does not authorize, approve, or sanction the activity constituting such violations; and if upon being notified by the employer of such activity, the MA promptly uses its best efforts to terminate the activity.

There will be no lockout by the employer during the term of this MOU.

Article 3 - Management Rights

The MA recognizes that the District continues as the sole and exclusive manager of the District's facilities, having all of the power, rights, functions, and authority formerly or usually held by management, except to the extent these are limited by a specific expressed provision of this MOU.

The District may make unilateral changes that do not conflict with the express terms of this MOU. As a courtesy, the District will submit such changes in writing to the MA for comment prior to implementation.

Article 4 - Wages

4.1 Salary Schedule

The salary schedule consists of five (5) steps with five percent (5.0%) between steps.

4.2 Step Advancement

Employees automatically receive an annual step advancement on their anniversary date, until they reach the top step of their salary schedule, unless they receive a performance evaluation prior to their anniversary date where the overall rating is equivalent to "does not meet expectations" or "needs improvement". Anniversary date is defined as the employee's date of hire or last date of promotion, whichever is later. An extension to the employee's probationary period will not alter the employee's anniversary date for the purpose of step advancement. However, an employee will not receive a step increase until they successfully complete the probationary period.

4.3 Salary Increases

Effective the first full pay period following the Board's approval of a successor MOU in 2026, or the first full pay period following July 1, 2026, whichever is later, all classification salary ranges will be increased by a minimum of three and one-half percent (3.5%) and a maximum of five percent (5.0%) across the board. The applicable consumer price index (CPI) is the San Francisco/Bay Area, Wage Earners 1984=100.

The July 2026 cost-of-living adjustment (COLA) reductions for Laboratory Manager, Maintenance Manager and Senior Engineer pursuant to the side letter between the District and the MA, dated October 24, 2024, will not occur. Instead, the Laboratory Manager, Maintenance Manager, and Senior Engineer classifications will receive the full 3.5% COLA as referenced above.

Effective the first full pay period following July 1, 2027, all classifications will be increased by the amount of the April-to-April, 12-month movement of the CPI for April 2027. The increase will be a minimum of three percent (3.0%) and a maximum of five percent (5.0%) across the board. The applicable CPI is the San Francisco/Bay Area, Wage Earners 1984=100.

Effective the first full pay period following July 1, 2028, all classifications will be increased by the amount of the April-to-April, 12-month movement of the CPI for April 2028. The increase will be a minimum of three percent (3.0%) and a maximum of five percent (5.0%) across the board. The applicable CPI is the San Francisco/Bay Area, Wage Earners 1984=100.

Effective the first full pay period following July 1, 2029, all classifications will be increased by the amount of the April-to-April, 12-month movement of the CPI for April 2029. The increase will be a minimum of three percent (3.0%) and a maximum of five percent (5.0%) across the board. The applicable CPI is the San Francisco/Bay Area, Wage Earners 1984=100.

Effective the first full pay period following July 1, 2030, all classifications will be increased by the amount of the April-to-April, 12-month movement of the CPI for April 2030. The increase will be a minimum of three percent (3.0%) and a maximum of five percent (5.0%) across the board. The applicable CPI is the San Francisco/Bay Area, Wage Earners 1984=100.

4.4 Temporary Upgrade Pay

Employees assigned by the Department Director to work and perform the full duties of a higher classification (Temporary Upgrade Pay) will receive the rate of pay the employee would have received if promoted, but not less than five percent (5.0%), not to exceed the top step of the salary schedule. Employees are not eligible to receive Temporary Upgrade Pay simultaneously with the Supervisor Premium or Out of Class Pay. To be eligible for Temporary Upgrade Pay, the employee must be relieved of their regular job duties during the assignment.

When assigned to temporarily fill a vacant position during recruitment for a permanent appointment, a temporary upgrade assignment will not exceed 960 hours in a fiscal year.

4.5 Supervisor Premium

Employees who are routinely and consistently assigned by the Department Director to supervise in the absence of their immediate supervisor will receive Supervisor Premium in the amount of five percent (5.0%) of their base hourly rate of pay for those hours worked as a supervisor. Employees are not eligible to receive the Supervisor Premium simultaneously with the Temporary Upgrade Pay or Out of Class Pay.

4.6 Out-of-Class Pay

Employees who are assigned in writing by their Department Director to perform work outside of their classification will receive five percent (5.0%) of their base hourly rate of pay for those hours worked. Employees are not eligible to receive Out-of-Class Pay simultaneously with Temporary Upgrade Pay or the Supervisor Premium. During an out-of-class assignment, employees are required to continue to perform some or all of their regular duties in addition to the duties of the higher classification.

4.7 Work Periods

The District establishes working hours that are consistent with the operating requirements and responsibilities of the various divisions. Other work shifts, alternative work schedules, flextime, days, hours, and periods can be established and modified by the District within the limits prescribed by law, based on operating conditions and requirements of the District. If the job requires a change of clothing or uniform, and employees opt to change their uniform at work, they must arrive early enough to change before work begins. Employees are required to be at their assigned work location at their designated starting time.

The regular work period shall consist of a seven (7) day work period which begins Sunday morning at 12:00 a.m., and ends Saturday night at 11:59 p.m. Regular full-time employees will usually be assigned to work five (5) days served in units of eight (8) hours per day during the seven (7) day work period. Regular full-time employees may be assigned to work four (4) days served in units of ten (10) hours per day during the seven (7) day work period, subject to approval of the General Manager or designee.

For employees on alternate work schedules, the regular work period shall consist of beginning and end times determined in accordance with the employee's regular schedule.

For employees assigned to work a 9/80 work schedule (with a regular day off every other week), each employee's designated seven (7) day work period shall begin exactly four (4) hours after the start of their eight (8) hour shift on the day of the week that corresponds to the employee's alternating regular day off, and end 168 hours later. The following is an example:

<table>
<tr><th>Sun</th><th>Mon</th><th>Tue</th><th>Wed</th><th>Thu</th><th>Fri</th><th>Sat</th></tr>
<tr><td rowspan="2">OFF</td><td rowspan="2">9</td><td rowspan="2">9</td><td rowspan="2">9</td><td rowspan="2">9</td><td>4 - END</td><td rowspan="2">OFF</td></tr>
<tr><td>4 - START</td></tr>
<tr><td rowspan="2">OFF</td><td rowspan="2">9</td><td rowspan="2">9</td><td rowspan="2">9</td><td rowspan="2">9</td><td>END/OFF</td><td rowspan="2">OFF</td></tr>
<tr><td>START/OFF</td></tr>
</table>

An employee's regular work schedule cannot be changed without seven (7) calendar days' prior notice.

A workday in relation to holidays, floating holidays, military, jury duty, and other authorized leaves (excluding statutory California Bereavement Leave entitlement) are defined as eight-hour periods, and are credited at an hour-per-hour basis for each day allowed.

4.8 Overtime

Non-exempt employees required to work in excess of forty (40) hours in their designated seven-day work period will be compensated at the rate of one and one half (1.5) times their regular hourly rate of pay. All paid time counts for the purpose of calculating overtime. Employees are entitled to overtime compensation by payment or Compensatory Time Off (CTO) at the employee's option.

Article 5 - Leaves

5.1 Holidays

The District recognizes the eleven (11) holidays listed below. Full-time employees receive eight (8) hours of pay per holiday.

New Year's Day
President's Day
Martin Luther King Jr.'s Birthday
Memorial Day
Independence Day
Labor Day
Indigenous Peoples' Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Regular part-time employees receive a pro-rated holiday pay based on their full-time equivalency.

If the holiday falls on a Saturday, then the holiday is observed on the preceding Friday. If the holiday falls on a Sunday, then the holiday is observed on the following Monday.

Employees will receive twenty-four (24) hours of floating holiday annually on July 1. Floating holidays must be used each fiscal year or they are forfeited.

Employees must be in a full pay status on both their regularly scheduled workdays immediately preceding and immediately following the holiday to be eligible for paid holiday leave on designated holidays. Full pay status is defined as working or on approved paid leave for all regular, scheduled hours. Full pay status includes time when an employee receives wage replacement benefits that are fully integrated with accrued paid leave.

Employees on unpaid leave are not eligible for holiday pay. Unpaid leave includes time when an employee receives wage replacement benefits with no paid leave integration.

5.2 Vacation

Regular full-time employees may use earned vacation time after completing six (6) months of service, unless approved by the General Manager. Regular part-time employees accrue pro-rated vacation based on their full-time equivalency. Upon hire, the General Manager may decide, in their sole discretion, to consider previous employment with the District or with an outside employer to establish the initial vacation accrual rate. Vacation accrues biweekly in accordance with the following schedule:

Years of Service	Bi-weekly Accrual (hours)
0 through 3	3.077
Beginning 4th through 5th	4.615
Beginning 6th through 7th	4.923
Beginning 8th through 9th	5.231
Beginning 10th through 11th	5.538
Beginning 12th through 13th	5.846
Beginning 14th through 15th	6.154
Beginning 16th	6.462
Beginning 17th	6.769
Beginning 18th	7.077
Beginning 19th	7.385
Beginning 20th	7.692

The maximum annual carryover is 400 hours. Any hours earned in excess will be paid out in the final paycheck of the calendar year.

5.3 Emergency Vacation Usage

In the event of an emergency that prevents an employee from reporting to work, an employee may apply for "emergency vacation." It will be at the discretion of the Department Director to determine the validity of using emergency vacation on a case-by-case basis. The normal notification procedures are to be followed for call in. Circumstances that are outside the control of the employee, which prevent the employee from reporting to work and are not medically related, may qualify the individual for emergency vacation.

5.4 Jury Duty

An employee who is subpoenaed for District related activities to appear in court on matters to which they are not a party or is summoned for jury duty during working hours shall receive a leave of absence with pay for such time, provided that the employee reports to work on any day(s) the employee is released from service at a time when it is feasible to report to work. Employees who receive a subpoena or jury summons shall notify their supervisor within five (5) calendar days of receiving the notice or no later than ten (10) days prior to the date of service.

The employee must submit to their immediate supervisor a completed leave request form, with appropriate documentation that indicates the anticipated day(s) required for attendance. A copy of the leave request form must be attached to the employee's time sheet.

5.5 Bereavement Leave

In the event of an immediate family death, an employee may, after receiving approval, receive bereavement leave with pay not to exceed twenty-four (24) hours. In addition, an employee may take an additional amount of unpaid leave to allow a total bereavement leave of forty (40) hours or five (5) work days, whichever is longer. During the unpaid portion of bereavement leave, an employee may use vacation, accrued and available sick leave, or compensatory time off. Employees may take bereavement leave on a non-consecutive basis in the three (3) months that follow that date of death of the immediate family member.

Immediate family includes the employee's spouse or registered domestic partner, child (including step/foster), parents (including stepparents), parents-in-law, siblings (including step-siblings), grandparents (including step grandparents), and grandchildren (including step/foster grandchildren). An employee may also take paid or unpaid bereavement leave for a designated person. An employee may designate one person per twelve (12) month period to the Human Resources and Risk Manager.

Employees must secure verbal approval from their immediate supervisor prior to the requested leave and must submit a leave request form, for approval, prior to the requested leave date(s), or within three (3) working days following the employee's return to work. A copy of the approved leave request must be attached to the employee's time sheet.

With approval of the employee's supervisor or Division Manager, accrued vacation, compensatory time off, or leave without pay may be used to attend the funeral of family members and friends.

5.6 Administrative Leave

Effective the July 1, 2026, employees who are exempt from overtime requirements under the Fair Labor Standards Act (FLSA) will receive fifty-six (56) hours of Administrative Leave annually on July 1 (pro rata). Administrative Leave not used during the fiscal year is forfeited.

5.7 Sick Leave

5.7.1 Accrual

Employees earn 3.69 hours of sick leave per bi-weekly pay period for a total of ninety-six (96) hours per year.

Part-time employees who work thirty (30) or more days within a year from the commencement of employment with the District accrue sick leave on a pro-rated basis, which shall not be less than one (1) hour of sick leave earned for every thirty (30) hours worked. Accrued and unused sick leave carries over to the following year of employment but a part-time employee stops earning sick leave once they have accrued eighty (80) hours or ten (10) work days/shifts of such leave, whichever is greater.

Employees who retire within one hundred twenty (120) days of separation from the District will have unused sick leave credited toward service time in accordance with California Government Code Section 20965 (with 0.004 year of service credit for each unused day of sick leave certified by the District) and CalPERS regulations

5.7.2 Usage

An employee's annual sick leave may be used each calendar year only in the case of:

1. Diagnosis, care, or treatment of an existing health condition of, or preventative care for the employee themselves or an immediate family member of the employee. Immediate family members are defined as parents, parents-in-law, grandparents, spouse, registered domestic partner, children of any age or dependency status, (including stepchildren and foster children), grandchildren, and siblings.
2. Diagnosis, care, or treatment of an existing health condition of, or preventative care for a “designated person.” Employee designation of a “designated person” is limited to one “designated person” per 12-month period for paid sick days.
3. For an employee who is a Victim of a qualifying crime, to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the Victim, to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding, or for an employee who is a Victim or has a Family Member who is a Victim of a Qualifying Act of Violence for purposes listed in Gov. Code § 12945.8(b)(1)-(10).

If all accumulated sick leave is used, use of earned vacation time as sick leave is considered on a case-by-case basis, and requires supervisor's approval.

5.7.3 Sick Leave Notification

Employees are required to give notification of being unable to report to work because of illness, at least one (1) hour prior to normal workdays. This notification is to be given to the employee’s immediate supervisor. If the immediate supervisor is not available, then the notice follows the chain of command.

Employees who are out of work due to a prolonged illness are required to contact their direct supervisor on a weekly basis providing status report on current condition, except as provided under the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and/or Pregnancy Disability Leave (PDL) Act.

In the event of an emergency, employees are to notify the District as soon as possible if they are unable to report to work. Failure to comply with the above will result in the denial of sick leave pay for the day on which notice is not given. Denial of sick leave does not preclude the District from taking further disciplinary action in the case of abuse of the sick leave benefit.

5.8 Sick Leave Cash Out

Employees may cash out sick leave hours up to a maximum cash out of forty (40) hours of sick leave per year, as long as a minimum of forty (40) hours remains in the employee’s sick leave bank after the cash out. In order to cash out sick leave, employees must make an irrevocable election to cash out a specified amount of sick leave in the calendar year preceding the year in which the leave is cashed out. Only leave accrued during the year in which leave is cashed out may be cashed out. Pre-elected sick leave cash out will be paid out in the final paycheck of the calendar year.

5.9 Medical Provider’s Release

If absence due to illness or injury exceeds five (5) consecutive scheduled working days, the District may, through the Human Resources Office, require a medical provider’s release upon the employee’s return to work.

The District may require that employees to provide a certification to support any absence that involves the illness of the employee or family member if the District suspects that there is an abuse of sick leave by the employee. An employee who is found to have abused sick leave will be subject to discipline.

All employees who use paid leave to address covered issues related to employee or an employee’s family member who are victims of violent crime will provide certification of the need for leave upon the District’s request.

In cases where the District has cause to believe it would be in the employee’s best interest, for reasons of health and safety, the District may require a Functional Capabilities Evaluation signed by the employee’s treating physician or the District’s Occupational Health Physician before the employee is allowed to resume full duties after an illness or injury.

In the event the employee is not able to have the Functional Capabilities Evaluation form completed immediately, the District will accept a less complete release signed by a medical provider for a period of five (5) days to allow for the return of the Functional Capabilities Evaluation form.

5.10 Modified Duty Assignment

On a case-by-case basis, upon recommendation of an employee’s immediate supervisor, the Human Resources and Risk Manager may authorize the modified employment of a rehabilitating injured employee who is temporarily restricted in ability to perform a full range of the essential functions of their job. Modified (light) duty, in which an employee performs only some of the essential functions of their job, or temporarily performs a different job, shall be distinguished from reasonable accommodation of a qualifying disability, in which an employee continues to perform the essential functions of their regular job with accommodation. Modified duty assignments may occur when a regular employee who has been injured on or off the job has been medically released for limited work based on specified restrictions. The District will require the disabled employee to provide the Human Resources and Risk Manager with the treating physician's statement of work restriction(s) or a status report specifying the employee's anticipated date of return to modified or full duty. Modified duty will be limited to three (3) months unless otherwise approved by the General Manager or designee.

The Human Resources and Risk Manager will notify the employee in writing after receipt of the treating physician's statement of work restriction(s) as to whether a modified duty assignment can be accommodated. Human Resources is the sole judge of what constitutes reasonable and available modified duty based on a case-by-case evaluation of such factors as the nature of the employee’s disability and work restriction(s), availability and priority of modified duty work, budgetary circumstances, length of disability, and the mutual welfare of the employee and District operations.

When an employee is assigned modified duty, the employee is compensated for hours worked at their regular rate of pay. If an employee is assigned to modified duty less than full-time, compensation for hours worked may be supplemented by either accrued sick leave, salary continuation, partial worker's compensation disability payments, or other available leave. Benefits will be pro-rated based on hours worked/paid. The District reserves the right to have employees examined by a designated District physician at no cost to the employee prior to authorizing modified duty. There is no limitation on modified duty hours worked, unless specifically designated in the physician's release. Employees who are found to abuse or fraudulently use these temporary disability provisions may be subject to disciplinary action up to and including termination of employment.

5.11 Sick Leave upon Reinstatement

Employees who are rehired with the District within one (1) year of separation will have their sick leave balances restored.

5.12 Unpaid Leave

Except where required by law (e.g., FMLA, CFRA, PDL), an employee on unpaid leave will not receive the District's contribution to medical, dental, vision benefits, or accruals of vacation and sick leave.

Employees are required to use all applicable, paid leave accruals before going into unpaid status.

To assure continued insurance coverage, premiums shall be paid by the employee to the District. The employee will be entitled to continued health coverage through the Consolidated Omnibus Budget Reconciliation Act (COBRA) Continuation Coverage and is responsible for making a timely election and paying the COBRA premiums.

A. State Disability Insurance (SDI) and Paid Family Leave (PFL)

   If an employee is receiving SDI, PFL, or workers' compensation benefits, under no circumstance will the total, combined amount of integrated benefits and paid leave exceed one hundred percent (100%) of the employee's regular biweekly wages.

   For employees, full integration of paid leave (including vacation, sick leave, and leave donations) with SDI, PFL and workers compensation benefits is required, except where the employee is concurrently on designated Family Medical Leave (FMLA/CFRA). If an employee is concurrently on designated Family Medical Leave, the employee may elect to integrate paid leave with SDI/PFL benefits. If an employee on FMLA/CFRA elects to integrate paid leave with SDI/PFL, the employee is required to use a minimum of the amount of paid leave needed to cover the employee's contribution toward group health insurance.

   An employee will not use a combination of paid leave and unpaid leave to cover a full workday, full workweek, or full pay period absence, except in the following instances:

   1. When an employee integrates paid leave with a wage replacement benefit, such SDI/PFL; and

2. On the workday, or in the workweek or pay period in which the employee exhausts all paid leave, including leave donations.

In order to receive integrated paid leave, the employee will provide District with a copy of their SDI, PFL, Temporary Disability (TD) or Long-Term Disability (LTD) statement showing the amount of benefits and period of time for which the employee received SDI, PFL, TD or LTD benefits. The District will utilize the employee's statement as the basis for integration of paid leave. The District will subtract SDI, PFL, TD or LTD benefits paid to the employee from the employee's gross wages in a pay period, and then divide the remainder by the employee's current hourly rate, totaling the number of leave hours to be deducted from the employee's leave bank.

Article 6 - Health and Wellness

6.1 Medical Coverage

The District contracts for employee, dependents, retirees, and dependents medical insurance benefit plans through the California Public Employees' Retirement System (CalPERS) Public Employees' Medical and Hospital Care Act (PEMHCA). Employee contributions are bi-weekly for the first two (2) pay periods of the month and are pre-tax.

Effective January 1, 2023, the District contributes up to the following amounts towards employee medical insurance coverage and cafeteria plan benefits:

Tier	Medical Benefit	Cafeteria Plan Benefit	Total Benefit
Employee only	Note 1	Note 2	Note 3
Employee plus one	Note 1	Note 2	Note 3
Employee plus family	Note 1	Note 2	Note 3

Note 1: The Medical Benefit will be equal to the Minimum Employer Contribution (MEC) established annually by CalPERS.
Note 2: Cafeteria Plan Benefit will be equal to the difference between the Medical Benefit and the Total Benefit.
Note 3: The total benefit shall be equal to 100% of the Region 1 CalPERS Kaiser plan plus 100% of the dental premium.

Employees must enroll in the District's sponsored dental plan.

6.2 Vision Insurance

The District provides employees with a group vision care plan covering the employee, spouse, and eligible dependents.

6.3 Dental Insurance

The District's dental plan covers the employee, spouse, and eligible dependents.

In 2026, the District shall issue a Request for Quotes for Dental and Vision Insurance Plans. Upon receipt of quotes, the District will convene a District-wide dental/vision benefit subcommittee with representation from all bargaining units. Potential changes are subject to mutual agreement of the District and all bargaining units, and Board authorization, and will be effective January 2027 unless otherwise agreed to.

6.4 Life Insurance

The District provides employees with a basic life insurance policy in the amount of their annual salary on the preceding January 1.

6.5 Long-Term Disability Insurance

The District provides employees with LTD insurance.

6.6 Employee Assistance Program (EAP)

The District provides employees with an EAP.

6.7 Cash In-Lieu of Medical Insurance

Effective January 1, 2023, the District no longer offers medical in-lieu; however, any employee receiving medical in-lieu prior to January 1, 2023, will receive one hundred eighty-five dollars ($185.00) per pay period in lieu of medical insurance. If at any time the employee enrolls in District medical insurance, they will no longer be eligible for medical in-lieu.

Effective January 1, 2026, a new employee who opts out of District-provided medical insurance for themselves and all qualifying dependents at the time of hire, or an employee who opts out due to a qualifying life event, will receive one hundred eighty-five dollars ($185.00) per pay period in-lieu of medical insurance.

If at any time the employee enrolls in District medical insurance, they are no longer eligible for cash in-lieu of medical insurance, even if they opt out of District-provided medical insurance again in the future.

In order to qualify for Cash-in-Lieu, an employee must provide reasonable evidence that the employee and the employee's Tax Family has minimum essential coverage through another group health insurance plan. A Tax Family is defined as all individuals for whom the employee reasonably expects to claim a personal exemption deduction for the applicable tax year. Such evidence may include an attestation by the employee, and must be renewed every calendar year.

6.8 Flexible Spending Accounts

Employees may contribute to a Flexible Spending Account (FSA) on a pre-tax basis to assist with the cost of medical/dental/vision expenses, deductibles, and co-payments.

6.9 Dependent Care Spending Plan

Employees may contribute to a Dependent Care Spending Plan on a pre-tax basis to assist with the cost of eligible child or elder care expenses.

6.10 Vaccines and Immunizations

The District pays for all District-required vaccines and immunizations of employees.

Article 7 - Retirement

7.1 Retiree Benefits

The District contracts with CalPERS for retirement benefits as follows:

1. Employees hired before July 1, 2012: These employees are provided a retirement benefit of 2.7% at age 55 formula with the three-year final average compensation period, as defined by CalPERS in Government Code Section 20037. These employees pay one hundred percent (100%) of their eight percent (8%) employee member contribution on a pre-tax basis.
2. Employees hired after June 30, 2012 and employees hired on or after January 1, 2013, with reciprocity recognized under CalPERS: These employees are provided a retirement benefit of 2% at age 55 formula with the three-year final average compensation period, as defined by CalPERS in Government Code Section 20037. These employees pay one hundred percent (100%) of their seven percent (7%) employee member contribution on a pre-tax basis.
3. Employees (PEPRA) hired after December 31, 2012, without reciprocity recognized under CalPERS: These employees are provided a retirement benefit of 2% at age 62 formula with the three-year final average compensation period, as defined by CalPERS in Government Code Section 7522.32, subsection (a). These employees pay fifty percent (50%) of the total normal cost (PEPRA Member Contribution Rate) as determined annually by CalPERS on a pre-tax basis.

7.2 CalPERS Retirement Benefits

Retirement plans have the following optional CalPERS retirement benefits:

- Social Security Coverage
- Sick Leave Service Credit
- Standard Non-Industrial Disability
- Pre-Retirement Death Benefit Optional Settlement 2
- Post-Retirement Death Benefits $500.00 Lump Sum (Increased to two thousand dollars [$2,000] for any death occurring on or after July 1, 2023)
- 3% Retiree COLA

7.3 Retiree Medical

The retiree must enroll in a Medicare supplemental insurance plan through CalPERS when they become eligible. CalPERS requires that retirees pay their Social Security premium for Medical Part B coverage to remain enrolled in a CalPERS Medicare health plan.

Employees hired before January 1, 2009 who retire after January 1, 2022

The District reimburses these retirees who completed fifteen (15) years of service with the District for the greater of Kaiser or Blue Shield Access+ Region 1 health plan at the employee only, employee plus one, or employee two plus premium minus the District's CalPERS PEMHCA minimum contribution. This vested retiree health benefit right is promised to current retirees and future retirees who qualified under this section when they retired even beyond the term of this MOU. These employees pay three percent (3%) into the District's Other Post-Employment Benefits (OPEB) Trust Fund.

(For Historical Information Purposes Only) Employees hired after December 31, 2008 who retired before July 1, 2022

The District reimburses these retirees based on the 22893 schedule for the greater of Kaiser or Blue Shield Access+ Region 1 health plan at the employee only, employee plus one, or employee two plus premium minus the District's PEMHCA minimum contribution. This vested retiree health benefit right is promised to current retirees who qualified under this section even beyond the term of this MOU.

Employees hired between December 31, 2008 and October 16, 2022

The District reimburses these retirees an amount equal to what the employee would qualify for under Government Code Section 22893, minus the PEMHCA minimum contribution as established annually by CalPERS, subject to the employee retiring from CalPERS within one hundred twenty (120) days of separation from employment with the District. This vested retiree health benefit right is promised to current retirees and future retirees who qualified under this section when they retired even beyond the term of this MOU. These employees pay three percent (3%) into the District's OPEB Trust Fund.

Employees hired after October 15, 2022

These employees receive retiree health contributions in retirement as established in Section 6.1 Medical Coverage, Note 1 (i.e., Minimum Employer Contribution (MEC) established annually by CalPERS), upon retirement, subject to the employee retiring from CalPERS within one hundred twenty (120) days of separation from employment with the District.

7.4 MissionSquare

The District provides employees with a MissionSquare retiree health savings account (a health reimbursement arrangement as described in Internal Revenue Service Notice 2002-45). Employees may withdraw benefits from the plan upon separation from District employment per the requirements of the plan. The District pays the administrative fees as charged by the plan. The MA may set or adjust the employee contribution amount annually by November 15, to be effective the first full pay period in January of the following year. Employee contributions will be listed in Appendix B. The District makes contributions as follows:

A. For employees hired before January 1, 2009, the District contributes fifteen dollars ($15.00) per pay period into their MissionSquare Account.

B. For employees hired between December 31, 2008, and October 16, 2022, the District contributes four hundred dollars ($400.00) per pay period into their MissionSquare Account.

C. For employees hired after October 15, 2022, the District contributes one hundred dollars ($100.00) per pay period into their MissionSquare Account.

Article 8 - Catastrophic Leave Donations

Employees who have exhausted all paid leaves may request catastrophic leave donations through the District for a serious illness or injury to the employee or the employee's spouse or child. Employees may only donate accrued vacation and compensatory time off hours to qualifying employees.

8.1 Eligibility

To be eligible for this benefit, the receiving employee must: (1) Be a regular full-time employee who has passed their initial District probationary period, (2) Have sustained a serious illness or injury to themselves or their spouse or child, which may require confirmation by a physician, (3) Have exhausted all accumulated paid leave including vacation, holiday, sick leave, and/or compensatory time off, (4) Be unable to return to work for at least thirty (30) calendar days from the date of injury, and (5) Have applied for a leave of absence without pay for medical reasons if it affects the employee.

8.2 Donations

Employees who meet the eligibility requirements may request that the District solicit catastrophic leave donations from employees. The District will send the request for donations upon request, but no earlier than one week prior to the exhaustion of their paid leaves.

Accrued vacation leave and compensatory time off may be donated by any regular full-time employee who has completed their initial District probationary period. The total amount of time donated to one employee by another employee may not exceed eighty (80) hours per calendar year.

Donations made by employees are forfeited once made. In the event that the receiving employee does not use all transferred leave for the catastrophic illness/injury, any balance will remain with that employee until that employee's separation from District service.

In accordance with IRS Ruling 90-20, leave donated will not be considered wages for the employee who surrenders the leave and will therefore not be included in gross income or subject to withholding. An employee who donates leave incurs no deductible expense or loss either upon the donation or use by the recipient.

8.3 Benefits

Vacation and compensatory time off hours donated by employees will be converted to sick leave and credited to the receiving employee's sick leave balance on an hour-for-hour basis and is paid at the rate of pay of the receiving employee. While an employee is on leave using donated hours, the employee may not accrue vacation or sick leave. The total leave received by an employee cannot exceed six (6) months.

Article 9 - Grievance Procedure

The purpose of this procedure is an orderly process for reviewing and resolving employee grievances at the lowest possible administrative level in the shortest possible time.

9.1 Definitions

A grievance is a complaint of one or more employees or a dispute between the MA and the District involving the interpretation, application, or enforcement of the express terms of this MOU.

A grievant is one (1) or more employees or the MA who submits a grievance

Disciplinary actions of an employee will not be subject to the grievance procedure pursuant to this Article. Those matters will be governed by the disciplinary procedures set forth in this MOU.

The written grievance will include the following:

a. A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this MOU.
b. The remedy or correction requested.
c. The grievance form must be signed and dated by the grievant.

9.2 Grievance Procedure Steps

<u>Step 1</u>

Within thirty (30) calendar days from the event giving rise to the grievance or from the date the employee could reasonably have expected to have had knowledge of such event, the grievant shall file a formal written grievance with the employee's manager or designee. Within thirty (30) calendar days of the receipt of the grievance, the manager or designee will investigate the grievance and will provide the grievant a written response.

<u>Step 2</u>

If the grievant is not satisfied with the Step 1 response, the grievant may, within thirty (30) calendar days, file a written appeal to their Department Director. Within thirty (30) calendar days of the receipt of the grievance, the Department Director will investigate the grievance and provide the grievant a written response.

<u>Step 3</u>

If the grievant is not satisfied with the Step 2 response, the MA may, within thirty (30) calendar days, file an appeal to an arbitrator by notifying the Human Resources and Risk Manager in writing. The District will have thirty (30) calendar days to respond to the request. The parties may agree on an arbitrator. If they are unable to do so, the Human Resources and Risk Manager will request a list of arbitrators from the State Mediation and Conciliation Services no more than thirty (30) calendar days from the District's response. The arbitrators must reside in Northern California and have public agency experience. The parties will alternate striking names until one (1) arbitrator remains, the moving party strikes first.

9.3 Conduct of the Hearing

The Human Resources and Risk Manager will be responsible for scheduling and notification as to the time and place of the hearing, and of notifying the Arbitrator of the nature of the proceeding.

Unless otherwise stipulated, the hearing is closed to the public and conducted in an informal manner.

Employees called as witnesses serve without loss of pay.

An Arbitrator's decision may not alter any provisions of this MOU, any District ordinance or resolution, or any State or Federal law or regulation.

9.4 Costs

The losing party will bear the entire cost of the arbitrator's fees and expenses. In cases of a split decision, the arbitrator has the authority to determine how the costs are divided. Should the Arbitrator not determine how the costs are divided, the District and MA will equally share the cost. Should an Arbitrator require a court reporter, the parties share the cost equally. The transcript of the hearing becomes a record of the proceedings for the purpose of any future judicial review.

9.5 Final Decision

Within forty-five (45) calendar days of the conclusion of the hearing, unless waived by the parties, the Arbitrator will prepare the record of the hearing and will submit a written decision to the parties. The Arbitrator's decision is final.

Article 10 - Disciplinary Procedure

10.1 Employee Representation

Employees may have a representative present at all stages of the disciplinary process provided that the representative is not a party to the action.

10.2 Progressive Discipline

This District applies the principle of progressive discipline where a disciplinary penalty will depend on multiple factors, including but not limited to the severity of the offense, recidivism, aggravating and/or mitigating circumstances, and the employee's overall disciplinary history, if any. Disciplinary actions may be monetary and/or non-monetary. Examples of disciplinary action include, but are not limited to:

- Written Warnings
- Reprimands
- Reductions in Pay
- Unpaid Suspensions

Demotions
Employment Termination

10.3 Grounds for Discipline

Grounds for discipline include, but are not limited to, the following:

- Actual or threatened violence, harassment, and/or abusive treatment of the public or fellow employees.
- Possession, distribution, sale, or use of (or where performance of duties is impaired by) alcoholic beverages or illegal drugs while on District property, while on duty, or while operating a vehicle on District business.
- Theft or unauthorized removal or possession of property or equipment from the District, other employees, or anyone on District property.
- Falsifying, making erroneous entries or material omissions on District records.
- Disorderly and/or unsafe conduct or actions, including violating safety or health rules or practices or engaging in conduct that creates a safety or health hazard.
- Willful destruction, damage, and/or misuse of property of the District, another employee, or a District visitor.
- Possession or use of dangerous or unauthorized materials, such as explosives, firearms, or other similar items capable of causing great bodily harm or death while on District property, while on duty, or while operating a District vehicle.
- Incompetence, inefficiency, negligence, failure to perform work as required, and/or unsatisfactory performance including quantity and/or quality of work product.
- Violation of established District codes, policies, procedures, or rules and regulations, and/or violation of any lawful or reasonable regulation or order made and given by an employee’s supervisor.
- Insubordination, including improper conduct toward a supervisor, or refusal to perform tasks assigned by a supervisor in the appropriate manner.
- Abandonment of position by unauthorized or unexcused absence for two (2) or more consecutive scheduled workdays.
- Excessive (and/or abusive) absenteeism and/or tardiness, including abuse of established sick leave policies, as well as other leave and/or attendance policies.
- Smoking in prohibited areas.
- Engaging in unlawful strikes, individual or group slowdowns or work stoppages, or for violating or ordering the violation of the MOU.

10.4 Notice

The employee and the employee’s representative will be given written notice of proposed disciplinary action at least ten (10) calendar days prior to the date of the proposed disciplinary action.

Prior to the effective date of the disciplinary action that results in a pay reduction, unpaid suspension, demotion, or termination, the employee may request a Skelly meeting to discuss the proposed disciplinary action. The employee or their representative may respond to the proposed disciplinary action.

If the District decides to proceed with disciplinary action after the Skelly meeting, the Skelly Officer will prepare a Notice of Discipline including the facts, the discipline imposed, and the employee's appeal right.

10.5 Appeal

An employee or their representative may appeal reductions in pay, unpaid suspensions, demotions, or termination to an Administrative Law Judge (ALJ) by notifying the Human Resources and Risk Manager within ten (10) calendar days of the issuance of the Notice of Discipline by the Skelly Officer.

The ALJ will be assigned by the California Office of Administrative Hearings. The losing party will bear the entire cost of the ALJ's fees and expenses. In cases of a split decision, the ALJ has the authority to determine how the costs are divided. Should the ALJ not determine how the costs are divided, the District and MA will equally share the cost.

10.6 Hearing

The Human Resources and Risk Manager is responsible for scheduling and notifying the employee about the time and place of the hearing, and notifying the ALJ of the nature of the proceeding.

Unless otherwise stipulated, the hearing is closed to the public and conducted in an informal manner under the direction and authority of the ALJ.

Employees called as witnesses serve without loss of pay.

Should an ALJ require a court reporter, the District and the MA share the cost equally. The transcript of the hearing becomes a record of the proceedings for the purpose of any future judicial review.

10.7 Final Decision

Within forty-five (45) calendar days of the conclusion of the hearing, unless waived by the parties, the ALJ will prepare the record of the hearing and will submit a written decision of findings of fact, rulings of law (if any), and an advisory decision to the General Manager. Copies will be sent to the parties. The General Manager may either accept or reject ALJ's decision and provide the employee and their representative the decision within ten (10) calendar days. The General Manager's decision is final.

Article 11 - Miscellaneous

11.1 Uniforms

The District furnishes work uniforms and laundering service for some MA positions. Employees issued uniforms are required to wear them during working hours. For employees defined as classic by CalPERS, the District reports $9.58 per pay period to CalPERS as the value of providing these uniforms.

11.2 Safety Glasses

Standard, non-prescription safety eyeglasses are provided to employees. Employees will be reimbursed for the cost of one (1) pair of basic safety prescription lenses and frames up to a total of two hundred seventy-five dollars ($275.00) per fiscal year. Safety glasses must be compliant with ANSI Z87.1-2015 or the most recent ANSI standard. The District will replace glasses damaged or broken during the course of their work only in the event the employee has not been negligent.

11.3 Tuition Reimbursement

Employees who are attending an accredited college and working towards the completion of an approved degree or certificate program may receive tuition reimbursement up to three thousand five hundred dollars ($3,500.00) per fiscal year. Employees may use any unspent funds from the prior fiscal year. Tuition reimbursement may only be used towards approved degrees or programs; the list of approved degrees and programs is maintained on the District's intranet. Tuition reimbursement may be used to cover the cost of tuition, fees, parking, supplies, and books. An employee must receive a letter grade of "C" or better, or "pass" if taken as pass/fail to be eligible for reimbursement

Employees who wish to participate in the District's tuition reimbursement program must submit a proposed education plan signed by their college counselor to the Human Resources and Risk Manager for approval prior to enrollment.

The MA may submit degrees or certificate programs for consideration to the Human Resources and Risk Manager to be added to the list of approved degrees or programs. The request to add any degree or program must include the full college course outline and curriculum of the degree or program, all required classes, and an explanation of the benefit to the District. The MA will receive a response approving or denying the request within thirty (30) calendar days of submission of all required materials.

11.4 Certificate Renewal

Employees are reimbursed for the cost of attaining mandatory and voluntary certifications related to their employment with the District, including approved course reviews, application fees, and renewal certification costs provided the employee successfully pass the examination. Employees must receive prior approval from the Department Director to receive reimbursement. Employees who receive certification reimbursement or awards are responsible for keeping that certificate current.

11.5 Vehicle Allowance

The Operations Manager, Maintenance Manager, Laboratory Manager, and Senior Engineer classifications will receive a vehicle allowance of five hundred dollars ($500.00) per month.

11.6 Safety Shoes

The District will provide employees upon hire and annually on July 1, reimbursement for the purchase of one pair of safety shoes, as well as laces and inserts, up to a total cost of two hundred fifty dollars ($250.00) per year. If an employee provides appropriate proof of damage, the District will purchase a second pair of shoes for the employee. Safety shoes must at a minimum be water-resistant and meet ASTM safety shoe requirements (currently ASTM F2413-18).

Article 12 - Deferred Compensation

Employees hired before July 1, 2012, will receive a matching contribution up to four percent (4.0%) into their 457(b) plan or 401(a) plan.

Employees hired after June 30, 2012, and employees hired on or after January 1, 2013, with reciprocity recognized under CalPERS will receive a matching contribution up to four percent (4.0%) plus an actuarially calculated additional Applicable Percentage contribution to their 401(a) plan. “Applicable Percentage” means the difference between the Total Employer Normal Cost percentages for each fiscal year for the 2.5% at age 55 and the 2.0% at age 55 formula, as actuarially determined annually by CalPERS. The Applicable Percentage will take effect annually on the first full pay period of the fiscal year.

Employees (PEPRA) hired after December 31, 2012, without reciprocity recognized under CalPERS will receive a matching contribution equal to 50% of their CalPERS employee member contribution, not to exceed four percent (4.0%), into their 401(a) plan.

Article 13 - Probationary Period

New employees serve a probationary period of twelve (12) months (2,080 hours) of actual and continuous service. Employees promoted to a new position serve a probationary period of six (6) months (1,040 hours) of actual and continuous service.

The probationary period is part of the examination process and is used to determine whether work performance or work-related behavior meets the required standards of the position. The release from probation is not subject to appeal.

The probationary period is automatically extended by the length of consecutive or non-consecutive absence(s) of thirty (30) calendar days or more. The probationary period can also be extended by the District to enable the employee to obtain certification(s)/license(s) that are required in order to pass the probationary period, up to three (3) months for promoted employees and six (6) months for new hires. Probationary period extensions require full execution of the District’s personnel action form.

The District will endeavor to provide probationary employees with quarterly evaluations.

Article 14 - Personnel Files

An employee or representative, on presentation of written authorization from the employee, has access to the employee’s personnel file on request. The District shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. Employees are required to acknowledge the receipt of any document entered into their personnel file without prejudice to subsequent arguments concerning the contents of such documents.

An employee who disagrees with the contents of a letter of reprimand or warning, which is placed in the employee's personnel file, may submit a written response within thirty (30) calendar days and have such response placed in the employee's personnel file.

Counseling memoranda and written reprimands will be removed from the employee's personnel file three (3) years following the issuance, providing there has been no recurrence of discipline.

Article 15 - Layoffs

15.1 Grounds for Layoff

Employee(s) may be laid off when the position is no longer necessary, for reasons of economy, lack of work, lack of funds, if the position can be consolidated with another position, or for such reason(s) that the District deems sufficient for abolishing the position(s).

15.2 Layoff Procedure

When a reduction in workforce becomes necessary, layoff(s) are accomplished by first determining the number of positions within each class that will be reduced. Layoffs are determined by classification seniority, which is defined by time in class plus higher class(es) within the classification series. An employee who is being laid off has the option of bumping to a previously held position based on classification seniority. Laid off employees will be placed on a recall list for a period of two (2) years.

15.3 Recall Procedure

When a vacancy exists and employees are to be recalled, notice of the opening(s) are sent to the last mailing address as furnished by the laid off employee. This recall notice is by certified mail and the employee has twenty-one (21) days to accept the offer of reemployment from the postmark date on the recall notice. Employees are required to report to work within twenty-eight (28) days of the postmark date on the recall notice. Notices will also be sent via email to the employee's last known email address, and as a courtesy via email to the MA Chair. To expedite the recall, more than one employee may be notified of an opening, but priority will be given to the employee who was laid off last. Employees are allowed to decline a recall one (1) time during the duration of the recall list. Declining a second recall opportunity will permanently remove an employee from the recall list.

Article 16 - Savings Clause

If any provision of this MOU should be held invalid by operation of law or any court of competent jurisdiction, the remainder of this MOU is not affected and remains in full force and effect. In the event of invalidation of any provision of this MOU, the parties will enter into negotiation through the meet and confer process, within thirty (30) days or as soon as reasonably practical for the purpose of arriving at a mutually satisfactory replacement for such provision.

Article 17 - Retiree Health Funding Plan

The Delta Diablo Retiree Health Funding Plan, effective July 1, 2010, as amended by this MOU will remain in effect.

Article 18 - Term

The MOU is effective on July 1, 2026, and remains in full force and effect until June 30, 2031. This MOU supersedes and replaces all previous obligations whether written, oral, expressed, or implied, and may only be changed by mutual written agreement. The parties will endeavor to begin negotiations prior to April 1, 2031.

SO AGREED:

Date: 6/24/2026

Delta Diablo

DocuSigned by:
Monica Wilson
B6C069520A17479...

Monica Wilson
Chair, Board of Directors

DocuSigned by:
Vince De Lange
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Vince De Lange
General Manager

DocuSigned by:
Brian Thomas
B17185882ACD415...

Brian Thomas
Deputy General Manager

DocuSigned by:
Kelly Tuffo
3BF89DCBCAEB41E...

Kelly M. Tuffo
Liebert Cassidy Whitmore

Date: 6/19/2026

Management Association

DocuSigned by:
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Jason Piper
IT Manager

DocuSigned by:
Todd Ravazza
0B5FA86D407D49B...

Todd Ravazza
Safety Manager

Appendix A: Represented Job Classifications

Environmental Programs Manager

Finance Manager

Government Affairs Manager

Human Resources Analyst I

Human Resources Analyst II

Information Technology Manager

Laboratory Manager

Maintenance Manager

Operations Manager

Principal Engineer

Public Information Manager

Purchasing Manager

Safety Manager

Senior Accountant

Senior Engineer

Appendix B: MissionSquare Employee Contributions