

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DELTA DIABLO  
AND  
MANAGEMENT ASSOCIATION**

**October 16, 2022 through June 30, 2026**



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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**

The MA will provide the District with the names of all officers immediately after designation.

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.

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 must be approved by the General Manager or designee at least 72 hours 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.

The MA officers must limit their meeting time during non-negotiating years to four (4) meetings per year with the understanding that should an issue arise that requires officer level discussion, that with sufficient advance notice, the District will make every effort to allow the scheduling of an MA officer meeting. During MOU negotiating years, the officers are allowed to meet once per month, with advance scheduling approval and with a one (1) hour District time limit.

### **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 fifteen (15) 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 a step advancement 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.

### **4.3. Salary Continuation Program**

The District offers a short term (6-month maximum, or until eligible for Long-Term Disability [LTD] insurance coverage) Salary Continuation Program in the event of an employee’s work-related injury or illness. This benefit, funded through the District Worker’s Compensation Insurance dividend program, is subject to the maximum established by the Board of Directors and availability of funds. The District will furnish the MA with a quarterly revenue, expenditure, and fund balance report.

### **4.4. Salary Increases**

Effective July 11, 2021, all classifications will be increased by four and one tenth percent (4.1%).

Effective July 10, 2022, all classifications will be increased by five percent (5.0%).

Effective the first full pay period after July 1, 2023, all classifications will be increased from 2.0% up to 5.0% across the board, based on the April-to-April movement of the Consumer Price Index (CPI) for the prior year. The applicable CPI is the San Francisco/Bay Area, Wage Earners 1984=100.

Effective the first full pay period after July 1, 2024, all classifications will be increased from 2.0% up to 5.0% across the board, based on the April-to-April movement of the CPI for the prior year. The applicable CPI is the San Francisco/Bay Area, Wage Earners 1984=100.

Effective the first full pay period after July 1, 2025, all classifications will be increased from 2.0% up to 5.0% across the board, based on the April-to-April movement of the CPI for the prior year. The applicable CPI is the San Francisco/Bay Area, Wage Earners 1984=100.

#### **4.5. Salary Survey**

Upon completion of the 2022 Salary Survey, the parties will meet regarding the implementation of the survey. Any change must be by mutual agreement and would take effect the pay period including January 1, 2023.

Salary Survey – The Salary Survey includes the following Comparable Agencies: Central Contra Costa Sanitary District, Oro Loma Sanitary District, Castro Valley Sanitary District, East Bay Municipal Utility District, Union Sanitary District, Delta Diablo, Dublin San Ramon Services District, and West County Wastewater District; and uses the following compensation data: Top Step Salary, Education Benefits (maximum), Certificate Pay (maximum), Longevity Pay (maximum), Uniform and Car Allowances, Health Benefits (employer's maximum contribution towards family medical, dental, & vision) for 2022 the District's contribution towards Kaiser will be used, Employer Deferred Compensation Contribution, Employer Social Security Contribution, and employee pickup of employer pension costs using the Public Employees' Pension Reform Act (PEPRA) retirement tier. The Salary Survey uses an effective date of January 1, 2023.

#### **4.6. Temporary Upgrade Pay**

Employees assigned by the Department Director to work and perform the full duties of a higher classification (Temporary Upgrade Pay) 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.

#### **4.7. 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.

#### **4.8. 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.

#### **4.9. 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, employees must arrive early enough to change before work begins. Employees are required to be at their assigned work location at their designated starting time.



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

A workday in relation to holidays, floating holidays, bereavement, military, jury duty, and other authorized leaves are defined as eight-hour periods, and are credited at an hour-per-hour basis for each day allowed.

## **Article 5 - Leaves**

### **5.1. Holidays**

The District recognizes the following eleven (11) holidays. 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.

A floating holiday request must be submitted a minimum of three (3) working days prior to the date requested and have written approval of the appropriate Division Manager or Department Director. Approval is based on seniority as follows time in service; time in class. The Division Manager or Department Director may approve leave with less notice at their discretion.

### **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 consider previous employment to establish the initial accrual of vacation time. Vacation accrues biweekly in accordance with the following schedule:

<u>Years of Service</u>	<u>Bi-weekly Accrual (hours)</u>
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 jury summons shall notify their supervisor at least two (2) weeks prior to the date of service. Employees who receive a subpoena shall notify their supervisory as soon as practical.

The employee shall provide their immediate supervisor with appropriate documentation that indicates the anticipated day(s) required for attendance and proof of attendance.

### **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.

Immediate family includes the employee's spouse or registered domestic partner, child (step/foster), parents (step), mother-in-law, father-in-law, siblings (step), grandparents (step), and grandchildren (step/foster).

With approval of the immediate supervisor, vacation, administrative leave, compensatory leave, or time off without pay may be used to attend the funeral of family members and close friends.

### **5.6. Administrative Leave**

Employees receive forty (40) hours of Administrative Leave annually on July 1 (Pro Rata). Administrative Leave not used during the fiscal year is forfeited.

### **5.7. Sick Leave**

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 scheduled to work twenty (20) hours or more per week accrue sick leave on a pro-rated basis. Employees who retire within 120 days of separation from the District will have unused sick leave credited toward service time on an hour-for-hour basis.

### **5.8. Sick Leave Sell Back**

Employees may sell back sick leave hours exceeding forty (40) hours in the year that it was accrued up to a maximum sell back of forty (40) hours of sick leave per year. Sick leave sell back 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 three (3) 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; however, the District may, after consultation with the employee and with advance written notice, require a medical provider's release to return to work for any sick leave time taken.

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 or higher-level manager, 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 normal duties. 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.

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. The General Manager or designee is the sole judge of what constitutes reasonable accommodation for 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.

# **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.

Medical Stipend – Employees who as of December 31, 2022, are on a medical plan with a premium greater than the Kaiser premium will receive an additional \$375.00 per month towards the purchase of medical insurance for 2023, and \$125.00 per month in 2024. Classifications that receive an increase of \$375.00 or greater as a result of implementation of the 2022 Salary Survey will not be eligible for this medical stipend.

## **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.

## **6.4. Life Insurance**

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

## **6.5. Long-Term Disability Insurance**

The District provides employees with Long-Term Disability (LTD) insurance.

## **6.6. Employee Assistance Program (EAP)**

The District provides employees with an Employee Assistance Program (EAP).

## **6.7. Medical In-Lieu**

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 \$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.

## **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 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 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 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 20037. These employees pay 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:

- a. Social Security Coverage
- b. Sick Leave Service Credit
- c. Standard Non-Industrial Disability
- d. Pre-Retirement Death Benefit Optional Settlement 2
- e. Post-Retirement Death Benefits \$500.00 Lump Sum
- f. 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 employees 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.

### 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 22893, minus the PEMHCA minimum contribution as established annually by CalPERS. 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 established in Section 6.1 Medical Coverage, Note 1.

### **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 \$15.00 per pay period into their MissionSquare Account.
- B. For employees hired between December 31, 2008, and October 16, 2022, the District contributes \$400.00 per pay period into their MissionSquare Account.
- C. For employees hired after October 15, 2022, the District contributes \$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 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 Steps**

### **Step 1**

Within fifteen (15) 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 fifteen (15) calendar days of the receipt of the grievance, the manager or designee will investigate the grievance. Within thirty (30) calendar days of the receipt of the grievance the manager or designee will provide the grievant a written response.

### **Step 2**

If the grievant is not satisfied with the Step 1 response, the grievant may, within fifteen (15) calendar days, file a written appeal to their Department Director. Within fifteen (15) calendar days of the receipt of the grievance, the Department Director will investigate the grievance. Within thirty (30) calendar days of the receipt of the grievance, the Department Director will provide the grievant a written response.

### **Step 3**

If the grievant is not satisfied with the Step 2 response, the MA may, within fifteen (15) calendar days, file an appeal to an arbitrator by notifying the Human Resources and Risk Manager in writing. 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. 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 cost of the Arbitrator and the list(s) from the State Mediation and Conciliation Service will be shared equally between the District and MA. 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 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 Administrative Law Judge will be assigned by the California Office of Administrative Hearings. The cost of the Administrative Law Judge will be shared equally between the District and the MA.

## **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 Administrative Law Judge 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 Administrative Law Judge.

Employees called as witnesses serve without loss of pay.

Should an Administrative Law Judge 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 Administrative Law Judge 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 Administrative Law Judge'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. The District reports \$9.58 per pay period to CalPERS as the value of providing these uniforms.

### **11.2. Safety Prescription Eyeglasses**

Employees will be reimbursed for the cost of one (1) pair of safety prescription lenses and frames up to a total of \$275.00 per fiscal year. Safety glasses must be compliant with

ANSI Z87.1-2015. 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 \$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 will receive a vehicle allowance of \$500.00 per month.

### **11.6. Safety Shoes**

The District will provide employees upon hire and annually on July 1, a voucher from a District approved vendor for \$250.00 for the purchase of safety shoes.

## **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. Employees promoted to a new position serve a six (6) month probationary period. The release from probation is not subject to appeal.

### **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 - Totality of Agreement**

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 October 16, 2022, and remains in full force and effect until June 30, 2026. 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, 2026.



Date: 12/20/22

Delta Diablo



Monica Wilson  
Chair, Board of Directors



Michael W. Jarvis  
Liebert Cassidy Whitmore



Vince De Lange  
General Manager



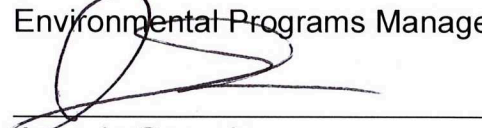
Brian Thomas  
Acting Business Services Director

Date: 12/20/22

Management Association



Amanda Roa  
Environmental Programs Manager



Joaquin Gonzalez  
Operations 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**