

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DELTA DIABLO
AND
LOCAL ONE AFSCME COUNCIL 57
OPERATIONS & MAINTENANCE
REPRESENTATION BARGAINING UNIT**

February 5, 2023 through June 30, 2024



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Preamble

This Memorandum of Understanding (MOU) is entered into by Delta Diablo (District), and Public Employees Union, Local One AFSCME Council 57 (Local One) for the Operations & Maintenance Representation Bargaining Unit.

Article 1 - Recognition

The District recognizes Local One as the exclusive representative for probationary, regular full-time, and regular part-time employees in the classifications listed in Appendix A.

Article 2 - Vacant Job Postings

Vacant job postings shall be distributed to employees through District email to allow employees the opportunity to apply for the posted vacancy. Once distributed, employees will have a minimum of two (2) weeks to apply for the posted vacancy. Employees who meet the minimum qualifications will be provided an opportunity to compete in the examination process. Employees who successfully pass the examination process (examination and/or panel interview) will be placed on an Eligibility List. If at least three (3) employees are on the Eligibility List, the District must hire from the Eligibility List. Eligibility Lists are maintained for one (1) year unless there are less than three (3) remaining individuals on the list, the list may then be abolished at the District's discretion.

Article 3 - Association Rights

1. Unit Representation

Local One shall furnish the District with the names of officers immediately after designation.

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

The District recognizes the shop steward(s) and will negotiate with them in all matters relating to grievances.

The Officers of Local One, in addition to their regularly assigned duties, are allowed to conduct Local One business with the District and/or employees covered in all matters relating to this MOU, providing such activities do not interrupt nor interfere with the work of the other officers, other employees, or the District.

Local One 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. All meeting times shall 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 Local One Executive Board will limit its meeting time during non-negotiating years to four (4) meetings per year with the understanding that should an issue arise that requires Executive Board level discussion, that with sufficient advance notice, the District will make every effort to allow the scheduling of a Local One Executive Board meeting. During MOU negotiating years, the Local One Executive Board is allowed to meet once per month, with advance scheduling approval and with a one (1) hour District time limit.

2. No Strike-No Lockout

The purpose of this section is to ensure that the health and safety of the public is 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 Local One will authorize, approve, or sanction such activities. Local One is not liable for damages or violation by employees of this Section if Local One did not authorize, approve, or sanction the activity constituting such violations; and if upon being notified by the employer of such activity, Local One promptly uses its best efforts to terminate the activity.

The District will not lock out employees during the term of this MOU.

3. Dues

Upon certification from Local One that an employee has signed an authorization for the deduction of dues, the District will make payroll deductions in an amount to be determined by Local One and communicated to the District annually. The District will promptly remit deductions to Local One. Employee requests to cancel membership dues deductions must be directed to Local One. Upon notification from Local One that an employee has canceled membership dues, the District will promptly cease dues deductions from the employee's paycheck. Local One must hold the District harmless from any and all claims and will indemnify it against any unusual costs in implementing these provisions, and will 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).

4. Notice Regarding Classification Changes

The District will provide notice to Local One regarding changes in job classifications or policy that fall within the scope of representation under the Meyers-Milias-Brown Act (MMBA). Local One has fifteen (15) days to request a meet and confer. The District will endeavor to provide notice to Local One prior to implementation regarding changes that fall outside the scope of representation under the MMBA.

Article 4 - Management Rights

Local One recognizes that the District is 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 Local One prior to implementation.

Article 5 - Work Periods

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

The District is a 24 hours per day/7 days per week facility with personnel scheduled to meet service and operational requirements and responsibilities. Divisions may have different hours of operation and alternate work schedules (e.g., 4/10 or 9/80) to ensure sufficient staff coverage to meet service and operational needs.

Operations Division staff are scheduled to work either an 8-, 10-, or 12-hour shift, or a combination thereof.

Day Shift (8-, 10- or 12-hour shift) – Day shifts are defined as shifts beginning between 0600 and 0800

Swing Shift – Swing shift is defined as a shift beginning between 1200 and 1500

Night Shift – Night shift is defined as a shift beginning between 1800 and 0400

Relief Shifts – Relief shift is defined as a shift beginning from 0600 and ending at 1600. One relief shift (1R10) will work Monday through Thursday with a 1200 start time on Thursdays. The other relief shift (2R10) will work Tuesday through Friday. Operators on these shifts are required to fill in for other operators on an as needed basis.

Operators on Shifts – The District assigns a minimum of two (2) Operators on all shifts for personnel safety.

Shift Change Notification – Employees will be provided with a minimum of thirty (30) days' notice for quarterly shift change. Employees will be provided with a minimum of seven (7) days' notice in the event of a schedule change.

Article 6 - Wages

1. Salary Schedule

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

2. Step Advancement

Employees will 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.

3. 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 shall be the San Francisco/Bay Area, Wage Earners 1984=100.

4. Longevity Pay

Upon completion of ten (10) years of service within the District, employees will receive an additional two and a half percent (2.5%) of their base hourly rate of pay. Upon completion of fifteen (15) years of service employees will receive an additional two and a half percent (2.5%) of their base hourly rate of pay. The maximum longevity is five percent (5.0%).

5. Overtime

Employees required to work in excess of forty (40) hours in a workweek are 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.

6. Double Time

Employees required to work in excess of thirteen (13) hours in a day are compensated at the rate of two (2) times their regular hourly rate of pay for those hours in excess of thirteen (13) hours.

7. Compensatory Time Off

Employees may accrue up to eighty (80) hours of CTO. Employees may use CTO with prior supervisor/manager approval and the use of CTO may not create overtime. Upon separation, employees are paid out for any remaining CTO hours.

Article 7 - Other Pays

1. Shift Differential

Employees who are scheduled to work the day shift and work four (4) continuous hours, either before or after the normal eight (8) hour shift period, will receive the appropriate shift differential for those hours.

Employees who are routinely and consistently scheduled to work the swing shift will receive shift differential in the amount of five percent (5%) of their base hourly rate of pay.

Employees who are routinely and consistently scheduled to work the relief shift will receive shift differential in the amount of seven percent (7%) of their base hourly rate of pay.

Employees who are routinely and consistently scheduled to work the night shift will receive shift differential in the amount of seven percent (7%) of their base hourly rate of pay.

2. Temporary Upgrade Pay

Employees assigned by the Department Director to work and perform the 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.

3. Supervisor Premium

Employees who are routinely and consistently assigned by the Division Manager to supervisor or lead of a shift in the absence of a supervisor or lead 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 or lead.

4. Out of Class Pay

Employees who are assigned in writing by their Division Manager to perform work outside of their classification will receive five percent (5.0%) of their base hourly rate of pay for those hours worked.

5. Senior Operator Certification Pay

Senior Operators who possess a wastewater certification of Grade IV or higher issued by the California State Water Resources Control Board receive three percent (3.0%) of their base hourly rate of pay.

6. Call Back Pay

Employees called back to work, will receive a minimum of three (3) hours at their overtime rate or the actual time worked, whichever is greater. Call Back Pay will begin when the employee leaves their location to return to work. Employees who are able to perform work remotely will be paid for a minimum of thirty (30) minutes per incident or actual time worked, whichever is greater.

7. Regular Standby Pay

Employees may be assigned regular standby for operational needs. Regular standby commences at 1730 of the last regular workday preceding the assignment and concludes at 0700 of the next regular workday after the assignment.

Employees will receive a minimum of one (1) week of notice prior to scheduling or canceling any regular standby. Regular standby will be for a minimum of seventy-two (72) hours. Employees on standby must respond within ten (10) minutes of receiving a message. If required, the employee must leave for work within thirty (30) minutes of the call.

Employees on regular standby are compensated at a rate of one (1) hour at their base hourly rate of pay for each eight (8) hours on standby.

8. Emergency and Holiday Standby Pay

Employees may be assigned to standby on a recognized holiday or due to unanticipated operational incidents and emergencies that require a response with less than a weeks' notice. Employees on standby must respond within ten (10) minutes of receiving a message. If required, the employee must leave for work within thirty (30) minutes of the call.

Employees on standby are compensated at a rate of one (1) hour at their base hourly rate of pay for each four (4) hours on standby.

9. Fatigue Time Pay

An employee receives fatigue time pay if they worked overtime and the overtime has been completed with less than eight (8) hours between the completion of the overtime and the start of the employee's next regularly scheduled shift.

If the termination of the employee's overtime shift is prior to the normal beginning of their regular shift, the balance of the employee's workday would be paid as fatigue time at their straight time rate of pay for those hours not worked due to fatigue. An employee who is

eligible for fatigue time pay will have a minimum of eight (8) hours off work between the time that they go home and when they report back to work. After the eight (8) hour rest period, the employee must report back to work to complete the balance of their regular shift. The employee may request to use available vacation, floating holiday, or CTO in lieu of returning to work to complete the remaining hours of the day's regular shift. Fatigue time will be taken at the beginning of the next regularly scheduled shift.

Fatigue time is calculated as follows:

1. Subtract the ending time of overtime from the beginning time of the next regular shift.
2. Subtract that figure from eight (8) hours, less the lunch period, if fatigue time occurs during the employee's regular unpaid lunch period.
3. The difference is the fatigue time due to the employee.

If the termination of the employee's overtime shift occurs after the normal beginning of their regular shift, the employee will receive fatigue time pay at their straight time rate of pay in an amount equivalent to eight (8) hours or the hours remaining in their regular shift, whichever is less. An employee who is relieved of their duties due to fatigue will have a minimum of eight (8) hours off work between the time that they go home and when they report back to work. If, after the eight (8) hour rest period, there are work hours remaining on the employee's regular shift, the employee must report back to work to complete the balance of their regular shift. The employee may request to use available vacation, floating holiday, or CTO in lieu of returning to work to complete the remaining hours of the day's regular shift.

Employees will not receive fatigue time pay if:

1. Overtime is completed more than eight (8) hours prior to the start of their next regularly scheduled shift, or
2. Employee is called out within four (4) hours of the start of their next regularly scheduled shift.

In the case of a declared emergency, the eight (8) hour rest periods may be suspended for the duration of the emergency.

10.Meal Allowance

An employee who works a 5/8 or 4/10 and works four (4) or more continuous approved overtime hours contiguous to their regularly scheduled shift will be reimbursed up to \$22.00 for the purchase of a meal (including delivery & gratuities).

An employee who works a 12-hour shift and works two (2) or more continuous approved overtime hours contiguous to their regularly scheduled shift will be reimbursed up to \$22.00 for the purchase of a meal (including delivery & gratuities).

11.Certificate Reimbursement

Employees are reimbursed for the cost of attaining mandatory and voluntary certifications related to their employment with the District, including approved preparation courses, application fees, and renewal certification costs provided the employee successfully passes 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.

12.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 \$3,000.00 per fiscal year. Tuition reimbursement may only be used towards approved degrees or programs, the list of approved 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.

Local One 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. Local One will receive a response approving or denying the request within thirty (30) calendar days of submission of all required materials.

13.Uniforms

The District furnishes work uniforms and laundering service for operating, maintenance, and collection systems personnel. Employees issued uniforms are required to wear them during working hours. The District reports \$8.85 per pay period to CalPERS as the value of providing these uniforms.

14.Safety Shoes

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

15.Safety Glasses

Standard safety eyeglasses are provided to employees (one (1) pair per fiscal year maximum). Employees are only reimbursed for the cost of basic safety prescription and basic frames up to \$275.00. Safety glasses must be compliant with ANSI Z87.1-2015.

The District replaces safety glasses damaged or broken during the course of their work only in the event the employee has not been negligent.

16. Service Credit upon Reinstatement

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

Article 8 - Leaves

1. Holidays

- A. 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 People's 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.

- B. Employees (other than operation staff) who work on the holiday receive holiday premium of half their regular rate of pay for each hour worked.

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

- C. Operations Staff observes the actual holiday. Employees who work on the holiday receive holiday premium of half their regular rate of pay for each hour worked.
- D. Floating Holidays - Employees receive twenty-four (24) hours of floating holiday annually on July 1 (pro-rate). Floating holidays must be used each fiscal year or they are forfeited.

2. Vacation

Regular full-time employees may use earned vacation time after completing six (6) months of service. Upon hire the General Manager may consider previous employment to establish the initial accrual vacation time. Regular part-time employees receive a pro-

rated vacation based on their full-time equivalency. Vacation is accrued bi-weekly in accordance with the following schedule:

<u>Years of Service</u>	<u>Bi-weekly Accrual (hours)</u>
0 through 3	3.077
Beginning 4 th through 5 th	4.615
Beginning 6 th through 7 th	4.923
Beginning 8 th through 9 th	5.231
Beginning 10 th through 11 th	5.538
Beginning 12 th through 13 th	5.849
Beginning 14 th through 15 th	6.154
Beginning 16 th	6.462
Beginning 17 th	6.769
Beginning 18 th	7.077
Beginning 19 th	7.385
Beginning 20 th	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

3. Scheduling

Vacation leave requests are subject to approval by the employee's immediate supervisor. Supervisors have the right to limit the number and class of employees on vacation at one-time; and all vacations are subject to cancellation in cases of emergency condition at the plant or other facilities.

The "Annual Leave" preference (any combination of vacation leave, CTO, and floating holidays) only applies to one (1) continuous period. Employees who desire to split their annual leave are entitled to select the second annual leave period only after all other employees in the Division have indicated an annual leave choice.

Annual leave requests are made by April 15 of each year and an annual leave schedule is posted by May 1. Vacation leave requests submitted after April 15 must be submitted for approval a minimum of five (5) working days (Operations) and three (3) working days (Maintenance, Electrical/Instrumentation, and Collections) in advance of requesting time off. Vacation requests made after April 15 are granted only if the desired period does not conflict with any other scheduled time off. The posted annual leave schedule will cover a 12-month period beginning May 1 of each year.

A Division Manager/Supervisor may approve leave with less notice at their discretion.

4. Emergency Vacation Usage

In the event of an emergency that prevents an employee from reporting to work, "emergency vacation" may be applied for. It will be at the discretion of the Division Manager/Supervisor 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. 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.

6. Sick Leave Buy Back

Employees may sell back sick leave hours exceeding forty (40) hours of sick leave 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.

7. Usage

Sick leave is to be used only in the case of sickness, disability, medical or dental care for the employee, or to attend to the health needs of an immediate family member. Immediate family members are defined as parents, grandparents, spouse, domestic partner, children, stepchildren, foster children, and siblings. 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.

8. Notification

Employees are required to give notification of being unable to report to work because of illness, at least one (1) hour prior to Day Shift on normal workdays, two (2) hours prior to holidays, weekends, and Swing Shift, and four (4) hours prior to Night Shift. 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.

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.

9. Doctor's Release

If absence due to illness or injury exceeds three (3) scheduled working days, the District may, through the Human Resources Division, require a doctor'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 doctor'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 doctor for a period of five (5) days to allow for the return of the Functional Capabilities Evaluation form.

10. Abuse

If the supervisor finds that an employee is abusing the sick leave program, those findings will be reviewed by the Human Resources and Risk Manager and presented to the employee by the supervisor. The employee may request the presence of the Shop Steward. For the purpose of determining abuse, use of up to one-half of an employee's annual sick leave accrual to care for the employee's parent(s), children, and/or spouse may not be considered as long as such use is recorded on the employee's official time sheet used for payroll purposes. The employee will be notified in writing that they will be required to provide a doctor's release for any additional sick leave. This requirement, once invoked, will remain in effect for a period of six (6) months. At the end of the six-month period, the employee and their immediate supervisor and the Human Resources and Risk Manager will review the employee's sick leave record and decide if the requirement should be continued or discontinued. In any case, the employee must receive a written notice outlining the decision. Failure of an employee to provide a doctor's release when required under these terms may result in a loss of pay for the day(s) or time in question.

11. 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 requires 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 has 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.

12. Vaccinations and Immunizations

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

13. 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 will 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 must notify their supervisor within five (5) days of receiving the notice.

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 for payment.

14. 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).

Employees must secure verbal approval from the immediate supervisor prior to the requested leave and must submit a leave request form, for approval, either 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 for payment.

With approval of the supervisor or higher-level manager, vacation, administrative leave, compensatory leave, or time off without pay may be used to attend the funeral of other family members or close friends.

Article 9 - 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

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 the employee or employee's spouse or child which requires confirmation by a physician, (3) Have exhausted all accumulated paid leave including vacation, holiday, sick leave, and CTO, (4) Be unable to return to work for at least thirty (30) 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.

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 CTO 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. If the receiving employee does not use all transferred leave for the catastrophic illness/injury, any balance will remain with that employee until they separate from District.

In accordance with IRS Ruling 90-20, leave donated is not considered wages for the employee who surrenders the leave and therefore not 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.

3. Benefit

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 are 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 will not exceed six (6) months.

Article 10 - Insurances

1. Medical Coverage

The District contracts for employee, dependents, retirees, and dependents medical insurance benefit plans through the (CalPERS) Public Employees' Medical and Hospital Care Act (PEMHCA). Employees must enroll in the District's sponsored dental plan.

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

Effective plan year 2023, the District contributes up to the following amounts for employees hired before February 5, 2023, towards employee medical insurance coverage and cafeteria plan benefits:

Note 1: The Medical Benefit is equal to the Minimum Employer Contribution (MEC) established annually by CalPERS.

Note 2: Cafeteria Plan Benefit is equal to the difference between the Medical Benefit and the Total Benefit.

Note 3: The total benefit is equal to 100% of the most expensive Region 1 CalPERS plan plus 100% of the dental premium.

Effective plan year 2023, the District contributes up to the following amounts for employees hired after February 4, 2023, towards employee medical insurance coverage and cafeteria plan benefits:

Note 1: The Medical Benefit is equal to the Minimum Employer Contribution (MEC) established annually by CalPERS.

Note 2: Cafeteria Plan Benefit is equal to the difference between the Medical Benefit and the Total Benefit.

Note 3: The total benefit is equal to 100% of the Region 1 CalPERS Kaiser plan plus 100% of the dental premium.

2. 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 to receive \$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 medical in-lieu.

3. Vision Insurance

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

4. Dental Insurance

The District provides employees with dental care benefits covering the employee, spouse, and eligible dependents.

5. Life Insurance

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

6. Long-Term Disability Insurance

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

7. Employee Assistance Program (EAP)

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

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.

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.

Article 11 - CalPERS Retirement

1. Retiree Benefits

The District contracts with CalPERS for retirement benefits as follows:

1. Employees hired before July 1, 2012, these employees receive 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 receive 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.

2. Optional 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 Lump Sum
- f. 3% Retiree COLA

Article 12 - Deferred Compensation

Employees hired before July 1, 2012, 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, 2012, with reciprocity recognized under CalPERS receive a matching contribution up to four percent (4.0%) plus an actuarially-calculated additional applicable percentage contribution into 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 takes effect annually on the first full pay period of the fiscal year.

Employees hired after December 31, 2012, without reciprocity recognized under CalPERS 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 - Retiree Medical

1. 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 Medicare 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 PEMCHA 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 plus two 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 February 5, 2023

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 February 4, 2023

These employees receive retiree health contributions established in Section 10.1 Medical Coverage, Note 1.

2. 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. Local One 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 are 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 February 5, 2023, the District contributes \$200.00 per pay period into their MissionSquare Account.
- C. For employees hired after February 4, 2023, the District contributes \$100.00 per pay period into their MissionSquare Account.

Article 14 - 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 15 - Annual Performance Evaluation

Performance evaluations will be completed annually, on or before the employee's scheduled review date, by the employee's direct supervisor, and reviewed with the employee. The performance appraisal evaluates the employee's performance in the specific context of their job as well as their ability to work effectively within the work environment.

Article 16 - 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 will furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of those 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, that 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 17 - 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.

1. Definitions

A grievance is a complaint of one (1) or more employees or a dispute between the Local One and the District involving the interpretation, application, or enforcement of the express terms of this Agreement.

A grievant is one (1) or more employees or the Local One who submits a grievance.

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

The written grievance includes 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 Agreement.
- b. The remedy or correction requested.
- c. The grievance from must be signed and dated by the grievant.

2. Grievance Procedure 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 will 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 Local One may, within fifteen (15) calendar days file and 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.

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 other 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.

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 Local One. Should an Arbitrator require a court reporter, the parties share the cost equally. The transcript of the hearing is a record of the proceedings for the purpose of any future judicial review.

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 18 - Disciplinary Procedure

1. Employee Representation

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

2. Progressive Discipline

The 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:

- Warnings
- Reprimands
- Reductions in Pay
- Unpaid Suspensions
- Demotions
- Employment Termination

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 Memorandum of Understanding.

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.

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 California Office of Administrative Hearings will assign the Administrative Law Judge. The cost of the Administrative Law Judge is shared equally between the District and Local One.

6. Hearing

The Human Resources and Risk Manager will be 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 Local One share the cost equally. The transcript of the hearing is a record of the proceedings for the purpose of any future judicial review.

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 will either accept or reject the 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 19 - Layoffs

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).

2. Layoff Procedure

When a reduction in work force becomes necessary, layoff(s) are accomplished by first determining the number of positions within each class that are 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.

3. Recall Procedure

When a vacancy exists and employees are to be recalled, notice of the opening(s) will be sent to the last mailing address as furnished by the laid off employee. This recall notice will be 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 Local One. To expedite the recall, more than one (1) 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 20 - 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 remains in full force and effect. In the event of invalidation of any provision of this MOU, the parties must enter into negotiation through the meet and confer process, for the purpose of arriving at a mutually satisfactory replacement for such provision.

Article 21 - Retiree Health Funding Plan

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

Article 22 - Term

The MOU is effective on February 5, 2023, and remains in full force and effect through June 30, 2024. This MOU supersedes and replaces all previous obligations whether written, oral, expressed, or implied and may only be changed by mutual written agreement.

Memorandum of Understanding between Delta Diablo and Local One AFSCME Council 57 for the Operations and Maintenance Representation Bargaining Unit

Date: 1/23/2023

Delta Diablo

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Monica Wilson

Chair, Board of Directors

DocuSigned by:



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Michael W. Jarvis

Liebert Cassidy Whitmore

DocuSigned by:



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Vince De Lange

General Manager

DocuSigned by:



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Brian Thomas

Acting Business Services Director

Date: 1/17/2023

Local One – O&M

DocuSigned by:



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Ron Slaven

Local One – Business Agent

DocuSigned by:

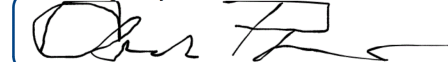


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Doug Schreiner

President

DocuSigned by:



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Chris Phillips

Appendix A – Represented Job Classifications

Collection System Worker I
Collection System Worker II
Collection System Worker III
Control System Specialist
Household Hazardous Waste Technician I
Household Hazardous Waste Technician II
Household Hazardous Waste Technician III
Instrumentation Technician Trainee
Instrumentation Technician I
Instrumentation Technician II
Instrumentation Technician III
Maintenance Mechanic Trainee
Maintenance Mechanic I
Maintenance Mechanic II
Maintenance Mechanic III
Maintenance Planner/Scheduler
Maintenance Worker
Operator-In-Training
Operator I
Operator II
Operator III
Senior Operator
Utility Laborer
Warehouse Technician I
Warehouse Technician II

Appendix B – MissionSquare Employee Contributions