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# MEMORANDUM *of* UNDERSTANDING

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*between  
the*

Central Contra Costa  
Sanitary District

*and the*

Management Support/  
Confidential Group

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December 18, 2017

*through*

April 17, 2022

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**MANAGEMENT SUPPORT/CONFIDENTIAL GROUP  
MEMORANDUM OF UNDERSTANDING**

**TABLE OF CONTENTS**

<b>Preamble</b> .....	1
Recognition and Coverage .....	1
Rights.....	1
Nondiscrimination .....	2
<b>Article I – Dues</b> .....	3
<b>Article II – Pay</b> .....	4
General Increases .....	4
Longevity Compensation .....	4
Meal Allowance.....	4
Merit Increases .....	5
Minimum Call Back Pay.....	5
Out-of-Class Pay .....	5
Overtime Accumulation.....	5
Paycheck Distribution .....	6
Professional Registration.....	6
Registration or Certification Differential.....	6
Pay Upon Promotion.....	6
Class A/Class B Driver’s License .....	6
Shift Differentials.....	7
Night Shift Differential .....	7
Swing Shift Differential .....	7
Relief Operator Differential.....	7
Terminal Compensation .....	7
Uniform Pay Periods.....	8
<b>Article III – Work Hours</b> .....	9
Alternative Work Schedules .....	9
Reduced Work Week.....	9
Work Week .....	9
<b>Article IV – Leaves</b> .....	10
Administrative Leave .....	10
Court Appearances.....	10
Death in Family.....	10
Family and Medical Leave .....	11
Holidays .....	11
Holiday Schedule .....	11
Weekend-Designated Holidays.....	11

Holiday Compensation .....	12
Jury Duty.....	12
Leave of Absence Without Pay .....	12
Military Leave.....	13
Pregnancy Disability .....	13
Salary Continuance Plan .....	13
Sick Leave .....	14
Sick Leave Accumulation .....	14
Sick Leave Incentive Benefit .....	15
Vacation.....	15
Vacation Earnings.....	16
Use of Vacation Accumulation .....	16
Accrual Credit.....	16
Termination .....	17
Payment of Accumulated Vacation Time .....	17
<b>Article V – Employee Benefits.....</b>	<b>18</b>
401(a) Money Purchase Plan .....	18
Cafeteria Plan .....	18
Deferred Compensation .....	18
Dental Plan .....	18
Disability Plan .....	18
Dual Health Coverage .....	18
Education-Tuition Refund Policy .....	19
Employee Assistance Program .....	19
Health Plans .....	19
Health Plans .....	19
Benefits .....	19
Transition to CALPERS Health .....	19
Vision Coverage.....	20
Continuance of Benefit Plan.....	20
Miscellaneous .....	22
<b>RETIREE HEALTH AND WELFARE BENEFITS</b>	
<b>UPON TRANSITION TO CALPERS .....</b>	<b>22</b>
Medicare .....	25
Survivor Benefits.....	25
Health Reimbursement Account.....	25
Mileage Reimbursement.....	25
Retirement .....	25
Safety Equipment .....	26
Term Life Insurance Plan .....	26
<b>Article VI – Recruitment and Classification.....</b>	<b>27</b>
Appointment of Relatives.....	27
Filling of Vacant Positions .....	27
Lateral Transfers.....	28

Probationary Period .....	28
Reclassification Request .....	28
<b>Article VII – Employee / Employer Relations .....</b>	<b>30</b>
Disciplinary Procedure.....	30
Dismissal of an Employee .....	32
Fair and Impartial Hearing for Disciplinary Action and Dismissal of Employee .....	34
Appeal.....	35
Driver's License Requirements.....	36
Grievance Procedure.....	36
Matters Subject to Grievance.....	36
Matters Not Subject to Grievance .....	36
Procedure.....	37
Miscellaneous Provisions .....	38
Group Grievances .....	39
Employee-Processed Grievance .....	39
Grievance Witnesses .....	39
Grievance Processing During Regular Working Hours .....	39
Separate Grievance File .....	39
Layoff .....	39
Personal and District Property .....	40
Substance Abuse.....	40
<b>Concluding Provisions .....</b>	<b>41</b>
Past Practices.....	41
SIDE AGREEMENTS.....	41
Savings .....	41
Term.....	41
Signatures to Agreement.....	42
<b>Index .....</b>	<b>43</b>

## **PREAMBLE**

### **RECOGNITION AND COVERAGE**

The Management Support/Confidential Group, hereafter known as the MS/CG, is the formally recognized exclusive employee representative for all employees other than General Employees, Management Employees, and Executive Management Employees. The MS/CG shall represent all regular employees currently designated by Resolution of the Board of Directors.

The determination for new and reclassified positions shall be in accordance with the District's Employer/Employee Relations Ordinance.

### **RIGHTS**

The Board of Directors' representatives and duly appointed representatives of the MS/CG will meet and confer in good faith. The Board of Directors, or any agent thereof, agrees that there will be no interference, restraint, or coercion against the MS/CG or against any employee because of his/her group membership or group activity.

It is the intent and purpose of the parties hereto to promote harmonious, economic, and industrial relationships between the District and MS/CG and to affect the best possible service at the most effective cost to the customers of the District. The District and MS/CG jointly agree to perform faithfully the obligations imposed by this Memorandum of Understanding, and furthermore, agree that the provisions contained herein shall be recognized as the sole statement of contractual rights and obligations between the two parties, except however, that all rights, privileges, and benefits secured prior to this agreement shall remain in full force and effect, except as may be provided herein.

The District has the sole and exclusive right to determine the consideration of the merits, necessity, or organization of any service or activity provided by law or Executive Order. Additionally, the rights of the District include, but are not limited to, the exclusive right to determine the missions of its constituent departments and divisions; set standards of services; determine the procedures and standards of selection for employment and promotion; direct, classify, and assign its employees; require overtime, when necessary, for operations of the District; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the

efficiency of District operations, including, but not limited to, the contracting or subcontracting of production, service, maintenance, or other type of work performed by the District; determine the methods, means, and personnel by which District operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work; provided, however, that the exercise of such District rights shall not conflict with the express provisions of this Memorandum.

**NONDISCRIMINATION**

There will be no discrimination by the MS/CG or the District or any agent of either of them because of race, religion, color, national origin, ancestry, marital status, age, gender, sexual orientation, physical or mental disability, medical condition or political beliefs, consistent with applicable state and federal law.

Discourteous treatment of the public or fellow employees including discrimination and/or harassment that is detrimental to the function of the District will not be tolerated. The offender(s) shall be subject to disciplinary action as considered appropriate by the Department Director.

Management Support/Confidential Group and the District agree to comply with all provisions of the Americans with Disabilities Act including reasonable accommodations for individuals protected under the Act. The District shall meet and confer with the Management Support/Confidential Group prior to any accommodation, which might require an exemption from the Memorandum of Understanding. Any specific accommodation by the Americans with Disabilities Act shall not establish a past practice, nor shall it be cited as evidence of a past practice in the grievance procedure.

**ARTICLE I – DUES**

The District shall provide payroll deduction of dues for the MS/CG employees, provided however, that a signed payroll deduction form is executed by the employee specifying the amount to be deducted and is in the Accounting Office by the fifteenth of the month prior to its effective date. The monies withheld shall be turned over to the treasurer of the MS/CG by the fifteenth of the following month.

## **ARTICLE II – PAY**

### **GENERAL INCREASES**

Effective August 18, 2018, employees' wages shall be adjusted by 3.75%. Effective April 18, 2019, April 18, 2020, and April 18, 2021, employees' wages shall be adjusted by the change in the Consumer Price Index (CPI) for all Urban Consumers (San Francisco / Oakland/San Jose) during the most recently completed February to February time period prior to the applicable April. If the applicable CPI is less than 2%, then the salary increase will be 2%. If the applicable CPI is greater than 3.75%, then the salary increase will be 3.75%.

The payment of the first wage increase back to August 18, 2018 shall only apply to employees still employed at the time the Board approves this MOU and shall not impact any District obligation with respect to incentive pays, overtime, cash-outs or other types of compensation other than wage already provided by the District prior to Board approval.

### **LONGEVITY COMPENSATION**

#### **Longevity Pay**

A two and one-half (2½%) percent career service pay increase will be granted to employees after ten (10) years of continuous employment with the District.

An additional two and one-half percent (2.5%) career service pay increase (for a total of 5%) will be granted to employees after twenty (20) years of continuous employment with the District.

### **MEAL ALLOWANCE**

Those called in who are not on stand-by, other than Operations personnel, will receive a paid 60-minute meal break at or after four (4) hours overtime worked. In addition, they will receive a \$12.00 meal allowance. Operations personnel will receive the meal allowance, but not the paid meal break.

All employees other than Operations personnel who work in excess of four (4) hours after completion of the first meal period will be entitled to a second meal period and payment of \$12.00. Operations personnel will receive the meal allowance, but not the paid meal break. Meal periods and meal allowances will be paid only for overtime hours and will not be paid for scheduled working hours. The paid meal period



includes cleanup time. Receipts will not be required for meal allowances.

#### **MERIT INCREASES**

Employees normally receive a salary range increase upon satisfactory completion of their Probationary Period and a merit increase of one salary step every twelve (12) months from the date they achieve permanent status until they reach the top of their range. This merit increase shall only be withheld based upon an unacceptable overall evaluation rating as noted in an Employee Performance Appraisal Form. During the term of this Memorandum of Understanding, the District shall use the Employee Performance Appraisal Form.

#### **MINIMUM CALL BACK PAY**

An employee not on Standby but who is called back to work shall be compensated at time and one-half for a three (3) hours' minimum for each call, time and one-half for the actual time worked, whichever is greater. The allowance for travel time shall be thirty (30) minutes each way and shall be added to actual time worked.

#### **OUT-OF-CLASS PAY**

Employees assigned to work in a higher classification in the absence of their supervisor shall receive a minimum of one salary step after one continuous week in the higher classification. When a supervisor is absent for one or more continuous weeks and where more than one employee is assigned the supervisor's responsibilities at different times during the absence, which may be less than one week per employee, then those employees shall receive a minimum of one salary step for the actual hours worked in the higher classification.

#### **OVERTIME ACCUMULATION**

Compensation for overtime work shall be paid at the next pay period, or the time and one-half hours may be accumulated as "Earned Overtime," to a maximum of forty (40) hours. Earned Overtime in excess of forty (40) hours will be paid out in cash. There will be a limit of eighty (80) hours of Earned Overtime taken off per year. Exceptions to this limit for bona fide family emergencies shall be considered by the District on a case-by-case basis. When required to maintain the operations of the District, the District may require overtime.

**PAYCHECK DISTRIBUTION**

The District shall distribute paychecks directly to the employee on the last regular District working day of each month. However, if the employee so elects, distribution may take place at the employee's written request by direct deposit to any financial institution accepting electronic wire transfer from the Federal Reserve Bank.

**PROFESSIONAL REGISTRATION**

The District shall pay the registration and renewal fees for professional registered engineers, licensed land surveyors, and those employees who hold a current California Wastewater Treatment Plant Operator's Certificate where the registration and/or certificate is a requirement of the employee's classification.

**REGISTRATION OR CERTIFICATION DIFFERENTIAL**

The District shall grant a one-step salary increase to full-time, regular employees while employed at the District as a Professional Engineer, Land Surveyor, Certified Public Accountant or Certified Management Accountant who have achieved their registration or a license in positions where the registration or license is not required. Such an increase shall be limited to one registration or certification per employee and be subject to the employee's demonstrated ability to assist in the accomplishment of District activities requiring a level of skills and importance normally expected from a person with such registration or license.

**PAY UPON PROMOTION**

A promotion shall result in pay at least one full step greater than received prior to the promotion, taking into account any registration or certification differentials received prior to promotion.

**CLASS A/CLASS B DRIVER'S LICENSE**

The District shall pay the difference in cost between Class C Driver's License and Class A/B Driver's License for an employee who must renew or obtain his/her Class A/B California Driver's License. The District shall provide a vehicle to take the examination for the Class A or B License.

Employees who are required and assigned by the District to hold a Class A or Class B commercial driver's license will receive \$75.00 per

month. The \$75.00 is not included in the employee's base pay. It will be paid only for time when the employee is in active status and not on a leave of absence. The \$75.00 will not be paid for any time in which the employee is unable to drive a District vehicle that requires a Class A or Class B commercial driver's license, such as when the license has been revoked, suspended, restricted, the employee is on a leave of absence, etc.

## SHIFT DIFFERENTIALS

### **Night Shift Differential**

Night Shift Differential applies only to employees who are regularly scheduled to work night shift. The rate of pay for the Night Shift Differential is determined by increasing the basic hourly salary for the job by seven and one-half (7 ½%) percent.

### **Swing Shift Differential**

Swing Shift Differential applies only to employees who are regularly scheduled to work Swing Shift. The rate of pay for the Swing Shift Differential is determined by increasing the basic hourly salary for the job by five (5%) percent.

**Relief Operator Differential:** Relief Operator Differential applies only to employees who are regularly scheduled to work the position of Relief Operator. The rate of pay for the Relief Operator Differential is determined by increasing the basic hourly salary for the job by seven and one-half (7.5%) percent.

## TERMINAL COMPENSATION

The employee's terminal compensation will be contributed by the District to the 401(a) plan at termination, retirement or resignation at 100% of total compensation, as defined in the 401(a) Plan Document under Section 5.03 (b), or the Internal Revenue Service maximum contribution limit, whichever is lower.

In no case will the total 401(a) contribution be in excess of Internal Revenue Code mandated limits in force at the time of termination, retirement or resignation.

Any other outstanding vacation or sick leave and earned overtime due the employee at the time of termination, retirement, or resignation will be calculated and issued to the employee with the final paycheck. All unused accumulated sick leave at the time of retirement is credited as longevity upon retirement.

**UNIFORM PAY PERIODS**

Employees shall be paid based on a pay period from the 18th to 17th of each month.

## **ARTICLE III – WORK HOURS**

### **ALTERNATIVE WORK SCHEDULES**

An individual or group of employees within a work unit may request the District to adopt an alternative work schedule, with a written request to their supervisor, who will give full, prompt, and responsible consideration to such request and forward such request to the appropriate Department Director or Division Manager with a recommendation. Department Director approval is required to implement an alternative work schedule. The decision of the Department Director is final and not subject to the grievance procedure.

### **REDUCED WORK WEEK**

An individual may submit a written request for a reduced workweek of up to thirty-two (32) hours to his/her supervisor, who will give the request full, prompt, and responsible consideration. The request may be for a period not to exceed three months and such request will be forwarded by the supervisor to the appropriate Department Director or Division Manager with a recommendation. Department Director approval is required to implement a reduced workweek. The decision of the Department Director is final and not subject to the grievance procedure. Should the individual wish to extend the three-month period, he/she must submit an additional request(s). All benefits will remain in effect with the exception that pay and vacation and sick leave accumulations will be prorated according to the amount of time worked.

### **WORK WEEK**

The normal workweek for full-time nonshift employees is eight (8) hours per day. Although most employees are scheduled to work Monday through Friday, some services and operations are currently scheduled on a 24-hour basis, seven (7) days a week.

## **ARTICLE IV – LEAVES**

### **ADMINISTRATIVE LEAVE**

Administrative leave shall be granted for all employees covered under this Agreement at three (3) days per year effective April 18 of each year. Administrative leave must be used by April 17 of each year or it will be forfeited.

### **COURT APPEARANCES**

All employees who need time off work to attend legal proceedings must give advance notice of the need for such time off.

- A. The District will compensate an employee as if the employee was at work for time spent attending legal proceedings under the following circumstances:
  - 1. Attendance at arbitrations held pursuant to this MOU.
  - 2. Responding to a subpoena or notice of deposition except as noted below in section B.
  - 3. Attendance at a legal proceeding at the instruction of District management.
- B. The District will not compensate an employee as if the employee was at work for attending a legal proceeding under the following circumstances:
  - 1. If the employee is an expert witness;
  - 2. If the legal proceeding is against the District and the employee is a plaintiff in that action.
  - 3. If the employee participates in a legal proceeding and the proceeding does not involve the District.

Such employee must apply for vacation leave, earned overtime, or leave of absence without pay.

### **DEATH IN FAMILY**

In the event of a death in the immediate family of an employee, the employee may, after notifying his/her supervisor, be absent up to a maximum of ten (10) days and have the time off charged to his/her

sick leave account. Accrued vacation time may be used if additional time is required. Death in the family leave must be taken within thirty days of the occurrence of the death. "Immediate Family" consists of the following persons: mother, father, husband, wife, brother, sister, son, daughter, in-laws, or grandparents. Verification may be required.

#### **FAMILY AND MEDICAL LEAVE**

The District will comply with the provisions of the Family and Medical Leave Act and the California Family Rights Act. The District will require an employee to exhaust his/her sick leave prior to considering a leave of absence without pay for the purposes of Family and Medical Leave.

#### **HOLIDAYS**

##### **Holiday Schedule**

There are thirteen (13) paid holidays.

New Year's Day (January 1)	Veteran's Day (November 11)
Martin Luther King, Jr.' s Birthday (Third Monday in January)	Thanksgiving Day (Fourth Thursday in November)
Lincoln's Birthday (February 12)	Day after Thanksgiving
Washington's Birthday (Third Monday in February)	December 24
Memorial Day (Last Monday in May)	December 25
Independence Day (July 4)	December 31
Labor Day (First Monday in September)	

##### **Weekend-Designated Holidays**

If a designated holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be the holiday, and if the holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday.

### **Holiday Compensation**

All employees who are required or authorized to work on a holiday listed above, will be paid at the rate of time and one-half the normal regularly assigned basic pay rate in addition to the normal monthly pay except for New Year's Day, Thanksgiving Day, and Christmas Day, which will be paid at a double-time rate in addition to the normal monthly pay. Employees required to work on a Friday immediately preceding a holiday or Monday immediately following will receive pay at time and one-half the normal basic pay rate or receive time and one-half off at a later date.

In those instances where Christmas (December 25<sup>th</sup>) and New Year's Day (January 1<sup>st</sup>) fall on a Saturday or Sunday, those days will be paid at the double time rate in addition to the normal monthly pay. The observed District holiday shall be paid at time and one half in addition to their normal monthly pay.

Employees who earn holiday compensatory time may accumulate a maximum of what can be earned in a one-year period (currently 104 hours). Those employees that have the maximum accrual of 104 hours will be automatically paid for any additional hours earned in excess of the maximum. Employees may cash-out Holiday Compensation at the time of separation or retirement but may not cash-out Holiday Compensation prior to separation or retirement.

### **JURY DUTY**

If an employee reports for jury duty, he/she may take the time off with pay and may not receive juror pay from the court. Mileage allowances and meal expense reimbursements shall be kept by the employee under any circumstances.

### **LEAVE OF ABSENCE WITHOUT PAY**

Employees may request a leave of absence without pay through his/her supervisor. A leave of absence without pay may be approved by the Department Director and the General Manager. Any request for a leave of absence without pay in excess of thirty (30) days may be made if there is a compelling reason and the employee's work unit will not be unduly affected by the employee's absence. During an extended leave, the employee's employment status and seniority will remain unchanged. Health plan insurance benefits will be continued for only medically-related leaves. However, all other rights, privileges, and benefits of employment are suspended until the employee's return to active employment.



### **MILITARY LEAVE**

Employees who are assigned to military duty are entitled to military leave in accordance with the provisions of applicable state laws (California Military and Veterans Code, Section 395 et seq.).

### **PREGNANCY DISABILITY**

For the purposes of the State Disability Insurance, Pregnancy Disability Leave is effective the first date the employee is disabled. The District will require verification from the employee's physician. E.g., if an employee's last day of work is 9/1 and the baby is delivered on 10/1, then the effective date of Pregnancy Disability Leave will be 9/1.

The combination of time off for approved Pregnancy Disability Leave and Family Medical Leave may not total more than seven months per occasion. This requires approval of the Department Director.

### **SALARY CONTINUANCE PLAN**

It shall be the general policy of the District to continue pay to an employee under the Salary Continuance Plan when an employee incurs a work-related injury or illness. This plan commences if the employee qualifies for temporary disability payments from Worker's Compensation for the disability and, if in the opinion of the District, the disability is work-related. If the injury or illness is determined legitimate, all of the employee's regular benefits will continue during the time this plan is in effect.

The salary continuance will be equivalent to seventy (70%) percent of gross compensation less any Worker's Compensation payments.

The maximum period for which this plan could be used by an employee will be six (6) months or until a stable level of disability is reached, whichever occurs first.

The District's policy for charging sick leave for work-incurred injuries or illnesses shall be as follows:

An employee requiring medical attention for a work-incurred injury or illness will not be required to charge the portion of time spent on the day of the injury receiving medical care to his/her sick leave record. After the doctor has released the employee from his office, any additional time off on that day will be charged to the employee's sick

leave account. Employees shall be allowed paid release time of up to three (3) hours for work-related injury doctor and/or physical therapy appointments which shall include thirty (30) minutes of drive time to and from the appointment.

The first day of the three-day waiting period required by the State Compensation Insurance Fund begins the day following the date on which the injury or illness occurred. District Salary Continuance Plan benefits shall begin on the same day as State Compensation benefits commence. However, if the injury or illness causes disability of more than fourteen (14) days or necessitates hospitalization, the Salary Continuance Plan will become effective from the first day the injured employee leaves work as a result of the injury or illness.

The employee may use vacation or sick leave accrual or earned overtime during this waiting period.

#### **SICK LEAVE**

Current regular or probationary employees hired by the District prior to May 1, 1985, earn fifteen (15) days sick leave per year. Regular or probationary employees hired by the District after May 1, 1985, earn twelve (12) days sick leave per year. Sick leave is to be used only in case of real sickness, disability, medical, or dental care for the employee, or up to ten (10) days annually may be used to attend to health needs of an immediate family member. If all accumulated sick leave is used, earned vacation time may be used as sick leave in order to receive full regular pay. Probationary employees are eligible to use earned sick leave as required.

#### **SICK LEAVE ACCUMULATION**

Unused sick leave accumulates from one year to the next. There is no maximum limitation. All unused accumulated sick leave at the time of retirement is credited as longevity upon retirement.

#### **SICK LEAVE INCENTIVE BENEFIT**

For current regular or probationary employees hired by the District prior to May 1, 1985, the District shall augment the regular sick leave policy with an incentive benefit using a formula crediting eighty-five (85%) percent of the employee's yearly-unused sick leave to an accumulating account for that person. For regular or probationary employees hired by the District after May 1, 1985, the following schedule shall apply:

<b>Years of Service</b>	<b>Pay off Credit at Termination</b>	<b>Pay off Credit at Retirement</b>
0-5 Years	0 Percent	0 Percent
5-10 Years	25 Percent	25 Percent
10-25 Years	25 Percent	35 Percent
25 & Over	25 Percent	40 Percent

Payment for all credited sick leave will be made upon retirement or termination of employment only if the employee provides the District with a minimum of two (2) weeks notice.

Beginning on April 17, 2022, any cash out of sick leave accruals shall be deducted from an employee's sick leave accrual bank at time of retirement. Any remaining balance shall be reported to Contra Costa County Employees' Retirement Association (CCCERA) as retirement service credit.

**VACATION**

All employees earn paid vacation time from the first month of employment. Accumulated vacation time may generally be used as desired, subject to the approval of the appropriate supervisor, subject to two (2) weeks notice in advance. The schedule of vacation days and the maximum number of vacation days which may be accumulated and deferred are shown in the following tables:

**Vacation Earnings**

- A. Current regular or probationary employees hired by the District prior to May 1, 1985, earn ten (10) hours of vacation per month worked plus additional allowance for longevity after five (5) years.

<b>Years of Annual Service</b>	<b>Vacation Allowance</b>	<b>Maximum Number of Vacation Days Which Can Be Accumulated and Deferred</b>
0-5 Years	15 Days	30 Days
5-10 Years	16 Days	32 Days
10-15 Years	17 Days	34 Days
15-20 Years	20 Days	40 Days
20-25 Years	25 Days	50 Days
25-30 Years	30 Days	60 Days
30 & Over	35 Days	70 Days

- B. Regular or probationary employees hired by the District after May 1, 1985, earn 6.67 hours of vacation per month worked, 0-3 years; and ten (10) hours of vacation per month worked, 3-5 years; plus additional allowance for longevity after five (5) years worked.

<b>Years of Annual Service</b>	<b>Vacation Allowance</b>	<b>Maximum Number of Vacation Days Which Can Be Accumulated and Deferred</b>
0-3 Years	10 Days	20 Days
3-5 Years	15 Days	30 Days
5-10 Years	16 Days	32 Days
10-15 Years	17 Days	34 Days
15-20 Years	20 Days	40 Days
20-25 Years	25 Days	50 Days
25 & Over	30 Days	60 Days

**Use of Vacation Accumulation**

All employees shall be afforded (1) one calendar year from the anniversary date to use such extra vacation days to or below the permitted maximum limits.

**Accrual Credit**

The extra days accrued due to service of over five (5) years are credited to each employee's account on his/her anniversary date. Employees are notified as they reach the maximum accrual limit.

### **Termination**

If an employee leaves the District for any reason, he/she will be paid for any earned vacation time not used.

### **Payment of Accumulated Vacation Time**

An employee may request a payment of the cash equivalent of vacation accruals subject to the following:

- A. Employee must make an irrevocable election before the end of each calendar year to either (a) receive payment in the following calendar year of the cash equivalent of all or a portion of the vacation hours that will accrue during the following calendar year, or (b) to accrue those vacation hours as paid vacation during the following calendar year. Elections must be made every year and will not carry over from one calendar year to the next. If an employee fails to make an election, the employee will be deemed to have irrevocably elected to accrue all of the vacation hours earned in the following calendar year as paid time off.
- B. The election must designate the number of vacation hours being requested for payment. The payment cannot exceed the value of the maximum vacation accruals based on the employee's years of service in the year of payment up to a maximum of one hundred sixty (160) hours. An employee may request cash payment of the value of vacation hours the employee elected to convert to cash compensation before the end of the previous calendar year at any time during the current calendar year; provided, however, that no cash payment for the value of vacation hours will be made unless and until the vacation hours have been earned and accrued as detailed in the above accrual schedule.
- C. Vacation hours an employee elects to convert to cash compensation in the following calendar year as described above will be converted to cash compensation based on the employee's hourly rate of pay in effect at the time of the payment request.
- D. Note the following exception to the above: payment of accumulated vacation time above the maximum annual accrual shall occur automatically on the anniversary date on which the time would be lost.

The above policies do not apply to termination of employment or retirement.

## **ARTICLE V – EMPLOYEE BENEFITS**

### **401 (A) MONEY PURCHASE PLAN**

The District contributes to each employee's 401(a) Money Purchase Plan an amount equal to that which the District would otherwise contribute to the Social Security system, but not including the employee's contribution to Medicare or FICA. If, during the term of this Memorandum of Understanding, the District is required by law to participate in the Social Security system, the District will stop contributing to the 401(a) Money Purchase Plan and will meet and confer on the change.

### **CAFETERIA PLAN**

The District shall contribute \$220 per month for each employee to the Cafeteria Plan. The employee may elect to take the full contribution in cash.

### **DEFERRED COMPENSATION**

The District offers a Deferred Compensation Plan to employees, who may defer up to the amount allowed by law. Employee participation in the Deferred Compensation Plan is voluntary.

### **DENTAL PLAN**

The District shall provide a dental care program for all employees covered under this Memorandum of Understanding. Delta Dental shall be the dental plan provider.

### **DISABILITY PLAN**

The District shall provide a Long Term Disability program for all employees covered under this Memorandum of Understanding. There shall be a ninety-day waiting period.

### **DUAL HEALTH COVERAGE**

Those employees having dual coverage under a health insurance program may withdraw from the District's health insurance coverage and, in lieu of such coverage, and effective the first full pay period following Board approval of this MOU, will receive a District contribution to the Section 401(a) plan in the amount of \$400.

Continuation of this program is subject to Health Plan carrier acceptance.

#### **EDUCATION-TUITION REFUND POLICY**

The District will reimburse employees (with the exception of those on a Leave of Absence) desiring to further their education for the purpose of improving their on-the-job performance. Approval will be given only for courses within the scope of the employee's employment field and District job responsibilities. Class and study time must be outside of the employee's working hours, and the completion of the course must result in at least a C grade or its equivalent. The maximum tuition refund to an eligible employee shall not exceed \$2000 per Fiscal Year. An employee may elect to apply part of the tuition refund toward the purchase of course-required textbook(s), which will then be retained by the District at the completion of the course. Requests for the budgeting of education tuition refunds must be submitted to the employee's Department Director by March 15 of each year. Failure to request by March 15<sup>th</sup> shall not preclude approval of an appropriate request subject to acceptable budget.

#### **EMPLOYEE ASSISTANCE PROGRAM**

An Employee Assistance Program shall be provided MS/CG at District cost.

#### **HEALTH PLANS**

**Health Plans:** Current regular or probationary employees hired by the District shall be provided with a choice of three health plans. Those plans are Kaiser, Health Net HMO, and Health Net PPO. The premium cost of the plans shall be borne by the District. However, employees who select the PPO plan shall pay through payroll deduction the difference in premiums between the PPO plan and the highest cost HMO plan.

**Benefits:** The parties agree that in the event that federal health care reform legislation becomes effective during the term of this Agreement which calls for health and other benefits different, or under different terms than those provided for in the Agreement, they will immediately meet and confer for appropriate modifications.

**Transition to CALPERS Health:** During the term of this MOU the District will be transitioning to CALPERS Healthcare under the Unequal/PEMCHA (Public Employees' Medical and Hospital Care Act) minimum vesting schedule. Current regular or probationary

employees hired by the District shall be provided with health care options through CalPERS.

"Core Plans" – Effective upon the implementation of CalPERS. The District agrees to pay the full monthly premium cost of the Kaiser Permanente or Health Net SmartCare plan (the "Core Plans" for active employees).

The District will pay the CalPERS minimum required contribution amount toward the employee's health care coverage directly to CalPERS in accordance with CalPERS requirements. The District will make a contribution for the remaining amount (that portion of the District's contribution that exceeds the CalPERS minimum required contribution) to the District's Code Section 125 cafeteria plan for employees to allocate toward the cost of their health care benefits. If an employee selects any other plan that is offered by CalPERS that exceeds the cost of either of the Core Plans, the employee must pay the difference in premiums between the highest cost Core Plan and the plan he or she selects. If the selected plan is less than either of the core plans, employees shall not be reimbursed the difference.

If CalPERS no longer offers the Core Plans that the District has designated above, the parties agree to meet and confer to determine which plans will be designated as Core Plans.

**Vision Coverage:** District shall provide fully paid vision benefits for all employees and qualified eligible dependents.

**Continuance of Benefit Plan:** The District shall have a program, which provides a continued degree of responsibility to the employee upon retirement and to the dependents of a deceased employee.

#### **Tier I**

Employees hired by the District prior to May 1, 1985 shall be covered by medical, dental, and reduced life insurance plans (one-half of the life insurance provided at time of retirement for employees hired before May 1, 1985) when they retire from District employment provided that they meet the "Rule of 65." Under the "Rule of 65" an employee's age plus years of service with the District at the time of retirement must total 65, with a minimum requirement that the employee must be at least age 50 and have at least ten (10) years of continuous service with the District at the time of retirement. Eligible employees' qualified dependents (as defined by the plan provider) who were covered as dependents at the time of retirement also shall be covered by medical and dental plans.



**Tier II**

Employees hired after May 1, 1985 but before April 19, 2003 shall be covered by medical and dental plans when they retire from District employment provided that they meet the “Rule of 65.” Under the “Rule of 65” an employee’s age plus years of service with the District at the time of retirement must total 65, with a minimum requirement that the employee must be at least age 50 and have at least ten (10) years of continuous service with the District at the time of retirement.

Employees hired after April 18, 2003, who have reached age 55 and have a minimum of ten (10) years of continuous service with the District at the time of retirement, shall be covered by medical and dental plans when they retire from District employment. The District shall only pay for the full cost of an eligible retired employee’s medical and dental plan premiums until the retired employee’s 65th birthday. At age 65, the retired employee shall pay the District fifty (50%) percent of the cost to the District for the employee’s medical and dental coverage. Eligible employees shall be provided with reduced life insurance (\$10,000) when they retire from District employment.

Eligible employees’ qualified dependents (as defined by the plan provider) who were covered as dependents at the time of retirement also shall be covered by medical and dental plans with the exception that the District shall only pay for the full cost of an eligible dependent’s medical and dental plan premiums until the eligible dependent’s 65th birthday. At age 65, the eligible dependent shall pay the District fifty percent (50%) of the cost to the District for the eligible dependent’s medical and dental coverage.

**Tier III**

Employees hired after June 30, 2009 shall be covered by medical and dental plans when they retire from District employment provided that they meet the “Rule of 70.” Under the “Rule of 70,” an employee’s age plus years of service with the District at the time of retirement must total 70, with a minimum requirement that the employee must be at least age 55 and have at least ten (10) years of continuous service with the District at the time of retirement. For those employees hired on or after June 30, 2009, the District shall only pay fifty (50%) of the premium cost for the lowest cost medical plan for the retiree and spouse. For Tier III employees hired on or after April 18, 2013, the District shall only pay fifty (50%) of the premium cost for the lowest cost dental plan for the retiree and spouse. Eligible employees’ qualified dependents (as defined by the plan provider) other than the employee’s spouse who were covered as dependents at the time of retirement also shall be covered by medical and dental plans with the exception that the employee shall pay the full cost of coverage for those dependents. Tier III retirees and dependents are ineligible for life insurance.

**Miscellaneous**

At the time of an eligible employee's retirement, all qualified dependents (as defined by the plan provider) who already were dependents at the time of retirement, shall continue to be covered by the District's medical and dental plans in accordance with the Tier I, Tier II, and Tier III benefits as stated above. Dependents of retirees under Tier III are not covered by the District's medical plan, unless the retiree chooses to reimburse the District for the cost to cover the dependent. The District shall have no obligation to pay for coverage for more than two-party (retiree plus one) coverage for any new and different dependent added after the date of retirement age.

The medical coverage for eligible retirees after age 65 will be integrated with Medicare for all eligible retirees regardless of when they were hired and eligible dependents upon their 65th birthday. If the retiree's/dependent's health plan requires enrollment at age 65 in Medicare Part B, the retiree and/or dependent shall be responsible for paying for the Medicare premiums. For Tier I and Tier II, upon submission of evidence of payment to Medicare, the District will reimburse the retiree and/or dependent for the cost of the Medicare premiums. For Tier III, the District shall not reimburse any Medicare premiums. For all tiers, the District will not be responsible for any penalties or increased costs in the Medicare premium should the employee and/or eligible dependent not enroll in Medicare during the enrollment period surrounding his/her 65th birthday.

The program for dependents of a deceased employee shall provide for health and dental benefits for the length of that employee's total service with the District (in other than temporary status), or until such time that the spouse remarries, or until such time that the dependents no longer qualify for benefits as stated by the District's policies.

**RETIREE HEALTH AND WELFARE BENEFITS UPON TRANSITION TO CALPERS:**

Retiree Benefits: Employees are eligible for retiree medical benefits through CalPERS provided that they retire from the District within 120 days of separation from the District and begin receiving a retirement allowance from the Contra Costa County Employee's Retirement Association.

For employees who do not meet the eligibility requirements as outlined in Tiers I, II, and III, the District will only pay the minimum employer contribution that CalPERS requires toward medical coverage upon retirement from the District. The District will pay the CalPERS minimum required contribution amount toward a retiree's health care

coverage directly to CalPERS in accordance with CalPERS requirements.

For those employees that are eligible for Tier I, II, or III benefits, the District will pay the CalPERS minimum required contribution amount toward the employee's health care coverage directly to CalPERS in accordance with CalPERS requirements. The District will contribute any amount that exceeds the CalPERS minimum required contribution, in accordance with the employees' Tier, to a retiree-only Health Reimbursement Account.

Tier I: Employees hired by the District prior to May 1, 1985 will be covered by medical, dental, vision and reduced life insurance plans (one-half of the life insurance provided at time of retirement). The District will pay more than the minimum employer contribution that CalPERS requires toward the cost of the retiree's coverage, if the employee meets the "Rule of 65". The Rule of 65 requires that an employee's age plus years of service with the District at the time of retirement total 65 with a minimum age of 50 and minimum of ten years of continuous service. If an employee meets the Rule of 65, effective upon the ratification of the MOU and the implementation of CalPERS, the District agrees to pay the full monthly premium cost of the Kaiser Permanente or Health Net SmartCare plan (the "Core Plans" for active employees). Eligible employees' qualified dependents (as defined by the plan provider) who were covered as dependents at the time of retirement also shall be covered by medical and dental plans.

Tier II: Employees hired after May 1, 1985 but before April 19, 2003 will be covered by medical, dental, vision and reduced life insurance plans (\$10,000). The District will pay more than the minimum employer contribution that CalPERS requires, if the employees meets the "Rule of 65". The Rule of 65 requires that an employee's age plus years of service with the District at the time of retirement total 65 with a minimum age of 50 and minimum of ten years of continuous service. If an employee meets the Rule of 65, effective upon the ratification of the MOU and the implementation of CalPERS, the District agrees to pay the full monthly premium cost of the Kaiser Permanente or Health Net SmartCare plan (the "Core Plans" for active employees).

Employees hired after April 18, 2003 will be covered by medical, dental, vision and reduced life insurance plans (\$10,000). The District will pay more than the minimum employer contribution that CalPERS requires if they have reached a minimum age of 55 and have a minimum of ten (10) years of continuous service.

At age 65, the District will pay 50% of the retiree's chosen Core Plan premium, or the minimum employer contribution that CalPERS requires, whichever is greater. The District will also pay 50% of the cost of the retiree's dental and vision coverage. At age 65, the District will pay 50% of a retiree's eligible dependent's core medical, dental and vision plan premiums. Eligible employees' qualified dependents (as defined by the plan provider) who were covered as dependents at the time of retirement also shall be covered by medical and dental plans with the exception that the District shall only pay for the full cost of an eligible dependent's medical and dental plan premiums until the eligible dependent's 65th birthday. At age 65, the eligible dependent shall pay the District fifty percent (50%) of the cost to the District for the eligible dependent's medical and dental coverage.

Tier III: Employees hired after June 30, 2009 will be covered by medical, dental, and vision plans. The District will pay more than the minimum employer contribution that CalPERS requires toward the cost of the retiree's coverage, if the employee meets the "Rule of 70". The Rule of 70 requires that an employee's age plus years of service with the District at the time of retirement total 70 with a minimum age of 55 and minimum of ten years of continuous service. If an employee meets the Rule of 70, the District will pay 50% of the monthly premium cost of the retiree's chosen Core Plan, or the minimum employer contribution that CalPERS requires, whichever is greater. The District will also pay 50% of the core medical plan premium for the retiree's spouse or domestic partner. The District will not pay for any coverage for other dependents of the retiree.

The District will pay 100% of the premium cost for dental for the retiree and spouse or domestic partner until they each reach the age of 65. At age 65, the District will pay 50% of the cost for dental coverage for the retiree and the spouse or domestic partner. For Tier III employees hired on or after April 18, 2013, the District will pay 50% of the premium cost for dental coverage for the retiree and spouse or domestic partner upon retirement.

"Core Plans" for those retirees under the age of 65 are Kaiser Permanente and Health Net SmartCare. For those retirees age 65 and older, the Core Plans are Kaiser Senior Advantage and United Healthcare. If a retiree selects any other plan offered by CalPERS that exceeds the cost of any of the Core Plans, the retiree must reimburse the District the difference in premiums between the highest cost Core Plan and the plan he or she selects. If the selected plan is less than either of the core plans, employees shall not be reimbursed the difference.

**Medicare:** The medical coverage for retirees and their eligible dependents will be integrated with Medicare (Tier I, II, and III) at age 65. For Tier I and II retirees, upon submission of evidence of payment to Medicare, the District will reimburse the retiree and/or dependent for the cost of the Medicare (Part A and/or B) premiums. However, the District will not be responsible for any penalties or increased costs in the Medicare premium should the employee and/or eligible dependent not enroll in Medicare during the enrollment period surrounding his/her 65<sup>th</sup> birthday. For Tier III, the District will not reimburse any Medicare premiums.

The District will make a contribution to a Health Reimbursement Account (HRA) equal to the cost of the Medicare reimbursement based on the eligible Tier.

**Survivor Benefits:** Qualified dependents of a deceased employee/retiree will be eligible for the continuance of health and dental benefits at the same level as the retiree unless the dependents are no longer eligible under District or CalPERS rules, regulations or policies.

**Health Reimbursement Account:** For all active Tier III employees, effective upon the transition to the CalPERS health, the District shall contribute 1.5% of base salary to a Health Reimbursement Account (HRA) to be utilized by employees to pay for eligible medical expenses post-retirement.

Prior to January 1, 2019, the District shall convene a Labor Management Committee comprised of members of both District Management and representatives of Local #1 and MS/CG to develop and finalize the plan design and to select a vendor to administer the HRA.

#### **MILEAGE REIMBURSEMENT**

The District-wide mileage allowance for the use of personal vehicles on District business shall be paid as allowed by the IRS without tax consequences.

#### **RETIREMENT**

The District shall provide a retirement program for all employees covered under this Memorandum of Understanding.

District employees who were members of the Retirement Association on or prior to March 1, 1973, and who have vested thirty (30) years

service in the Retirement Plan are not required to make any further contributions to the Retirement Plan.

Those District employees so qualifying shall be entitled to receive a cash supplement to their compensation equivalent to, and in lieu of, any District payment as may be granted and made as a portion of employee retirement contributions to the retirement program.

Employees are responsible for paying the full share of the normal costs associated with the employee share as calculated by Contra Costa County Employees Retirement Association (CCCERA).

#### **SAFETY EQUIPMENT**

The District will provide safety glasses from a District-designated supplier for those employees required to wear them.

Employees regularly exposed to foot injuries are required to wear safety shoes. Employees who are periodically exposed to foot injuries are advised to wear safety shoes. Employees will be informed by their immediate supervisor whether or not they are required to wear safety shoes.

Employees who are either required or advised to wear safety shoes shall be provided one (1) pair of safety shoes by the District from a District-designated supplier at a cost not to exceed \$230 per pair of safety shoes plus replacement if shoes become unusable while performing District business.

Safety shoes requiring replacement shall be turned in to the employee's immediate supervisor who makes the appropriate determination as to their replacement and notifies the respective Division Manager and then the employee on how to proceed with shoe replacement.

#### **TERM LIFE INSURANCE PLAN**

For current regular or probationary employees hired by the District prior to May 1, 1985, the District shall provide a term life insurance policy equal to two (2) times the employee's annual salary at Step E to a maximum of \$75,000. For regular or probationary employees hired by the District after May 1, 1985, the District shall provide a term life insurance policy equal to one (1) times the employee's annual salary at Step E to a maximum of \$75,000.

## **ARTICLE VI – RECRUITMENT AND CLASSIFICATION**

### **APPOINTMENT OF RELATIVES**

Members of the immediate family of elected or appointed officials shall not be appointed to District employment.

Members of the immediate family of employees other than spouses and registered domestic partners shall not be appointed to the same division, nor shall be transferred, promoted, or demoted into the same division, or be placed in a position as to evaluate a relative or be in the same line of supervision.

Spouses and registered domestic partners shall not be appointed, transferred, promoted or demoted into a position in which there would be either (a) a direct supervisory relationship between the couple or (b) where there would exist a significant and likely potential for creating an adverse impact on supervision, safety, security, morale or efficiency. If an existing District employee marries or enters into a registered domestic partnership with another existing District employee that would cause either (a) or (b). Under either of these circumstances, the General Manager or designee shall either (1) redefine the duties of the employees involved to avoid a supervisory relationship or eliminate the significant and likely potential for creating an adverse impact on supervision, safety, security, morale or efficiency or (2) transfer one spouse/domestic partner to a similar position. The District will provide notice to MS/CG and the opportunity to comment prior to taking either of these two actions.

Immediate family members are defined as mother, father, brother, sister, son, daughter, spouse, registered domestic partner, in-laws by marriage or registered domestic partnership, and grandparents.

This provision shall apply to all types of employment status including temporary employees.

### **FILLING OF VACANT POSITIONS**

When an opening occurs for a position that is not included in the Personnel Advancement Policy, employees may compete on an open/promotional basis. Employees must meet the minimum qualifications to proceed through the recruitment and testing process.

At the conclusion of the formal recruitment and testing process administered by Human Resources, an eligibility list of candidates will be prepared. A District manager or his/her designated representative will interview all candidates, in rank order, on the eligible list and will make a selection amongst those candidates.

The successful candidate, either internal or external, may be appointed at any step of the salary range of the classification. If placement is above Step A, justification for advanced placement must be approved by the respective Department Director and Human Resources.

In the event that a vacancy occurs or exists and the possibility of layoffs exists due to the elimination of a position or positions, management may limit recruitment. The District agrees to notify the Management Support/Confidential Group of this occurrence, and the parties agree to meet and confer.

#### **LATERAL TRANSFERS**

All individuals eligible (in the same classification), who are not on probation, and who submit applications to the Human Resources Office will be interviewed by the Department Director or his/her designated representatives when a vacancy exists and will be considered prior to any other recruitment activity.

#### **PROBATIONARY PERIOD**

The probationary period for members of Management Support/Confidential Group who are reclassified for any reason is six months.

#### **RECLASSIFICATION REQUESTS**

The District is responsible for determining the methods, means, and personnel by which District operations are conducted including, but not limited to, classifying and reclassifying personnel. If an employee has reason to believe that his/her duties and responsibilities are being performed outside of the employee's class description so as to justify a reclassification, the employee may submit that evidence in writing, through his/her Department Director to the Human Resources Manager. Upon receipt of the request, the Human Resources Manager shall evaluate the written request with the Department Director and render an appropriate recommendation. If the recommendation is that a reclassification is appropriate, then that recommendation shall be



submitted to the Board of Directors for consideration. However, if the recommendation is that further information is needed or the reclassification is not clearly justified, the Human Resources Manager will set up a three to five member panel comprised of management team members to consider the reclassification request. The employee shall be able to make a written and verbal justification to the panel. A consultant, specializing in classification studies shall be retained to evaluate the reclassification request and advise the panel. The panel shall be overseen by the Human Resources Manager. If the determination of the panel is that reclassification is inappropriate, that determination shall be final and not subject to grievance. If the recommendation of the panel is that reclassification is appropriate, then that recommendation shall be submitted to the Board of Directors for consideration.

## ARTICLE VII – EMPLOYEE / EMPLOYER RELATIONS

### DISCIPLINARY PROCEDURE

The District and MS/CG agree to follow the disciplinary procedures as stated in the Local One Memorandum of Understanding unless the parties agree to other procedures as determined on a case-by-case basis.

#### A.1. Disciplinary Action:

##### a. General

The District's disciplinary procedure is intended to advise the employee of less than satisfactory behavior or actions on the job, and it is intended to be used as a corrective measure for improvement. The District shall use progressive steps in the disciplinary procedure as follows: verbal warnings with discussion records, written reprimands, suspension, and reduction in rank and/or pay. Notwithstanding the above, the disciplinary measures shall be commensurate with the offense or the continuation of offenses, which the employee is charged.

##### b. Grounds for Discipline

1. Discourteous treatment of the public or fellow employee including discrimination and harassment that is detrimental to the function of the District.
2. Drinking of intoxicating beverages or use or possession of illegal or unprescribed drugs on the job; or arriving on the job under the influence of such beverages or drugs; or providing or soliciting intoxicating beverages or illegal or unprescribed drugs to or from others while on District premises or on the job; or failure to successfully complete a treatment program as agreed to by the District and the employee in lieu of disciplinary action; or failure to comply with the terms of any return-to-work agreement between the District and the employee. An employee who fails to successfully complete treatment or counseling shall be subject to the previously proposed disciplinary action. If the employee successfully completes the program, the previously proposed disciplinary action shall not be imposed. See Article VII, Substance Abuse.

3. Habitual absence or tardiness
4. Abuse of sick leave
5. Disorderly conduct
6. Incompetency or inefficiency
7. Violation of any lawful or reasonable regulation or order made and given by an employee's supervisor; insubordination
8. Dishonesty
9. Violation of District safety rules and regulations
10. Failure to perform duties
11. Misconduct
12. Storage, carrying or use of firearms or other items traditionally considered lethal weapons on District property.
13. Loss of required valid California Driver's License in accordance with Article VII.
14. Driving a District vehicle without a valid California Driver's License.

**c. Written Notice**

All acts of discipline will be documented by a written notice to the employee stating the reasons and grounds for such discipline. The employee must acknowledge receipt of the warning by signing the same at the time of presentation; this signature signifies only receipt of the document, not necessarily agreement to the contents thereof. If employee refuses to sign, such will be noted on the form. The District shall notify the employee and the Union in writing within thirty (30) days of the discovery of the incident that discipline may result due to the incident. The parties may agree to extend the time to provide such notice.

All records of discipline shall remain a part of the employee's personnel file for a period of three years, assuming no continuation of a similar offense. All disciplinary records which are removed from the employee's personnel file after three

years shall be maintained in a separate file by the District Human Resources Manager to be used only in matters involving discrimination, litigation complaints or charges, and grievances alleging disparate treatment.

**d. Human Resources Manager**

Any offense warranting disciplinary action, with the exception of suspension with pay, is to be cleared through the Human Resources Manager prior to any action being taken in order to ensure conformity with rules and procedures.

**e. Content of Notice**

After review and discussion with the Human Resources Manager, any disciplinary action which may result in suspension without pay shall be set forth, in writing, to the employee at least ten (10) working days before the proposed effective date or dates. All notices of proposed action shall be personally served or be mailed by certified mail, return receipt requested, to the last known address of the employee(s). This notice shall be prepared by the Department Director after consultation with the Human Resources Manager and shall contain the following:

1. A description of the proposed action and its effective date or dates, and the ordinance, regulation, or rule violated.
2. A statement of the acts or omissions upon which the action is based.
3. A statement that a copy of any available materials upon which the action is based is attached. This does not preclude either party from utilizing additional information if the matter should be appealed to the Board. However, this additional material shall be made available at least ten (10) working days before the date of appeal to the Board.
4. A statement advising the employee of the right to seek representation and to request a hearing as provided herein.

**A.2. Dismissal of an Employee**

**a. General**

During his/her probationary period, an employee may be dismissed without cause by the Board, the General Manager,

or his/her Department Director with the approval of the General Manager. This discharge is at the sole discretion of the District with no recourse under the grievance or appeals provision.

A regular employee may be dismissed at any time by the Board of Directors, the General Manager, or his/her Department Director for cause with the approval of the General Manager as stated herein.

If a promoted, regular employee is found to be unable to adequately perform under the increased responsibility of the new position during the probationary period, the employee shall be demoted back to the previously held position. No other employee in a permanent position shall be displaced by this action.

**b. Sufficient Cause for Dismissal**

1. Conviction of a felony. (The District will consider the felony conviction in light of the employee's job duties performed.)
2. Fraud or misstatement of qualifications in securing employment.
3. Misappropriation of District funds or property.
4. Intentional or gross misconduct.
5. Failure to respond or improve as specified in Article VII, Section A.1.b. (1-14), or continued behavior as specified in Article VII, after an evaluation or corrective action plan has failed to produce an improvement in the workers' performance.
6. Incapacity due to mental or permanent physical disability.
7. Gross violation of District safety rules and regulations.
8. Three consecutive days' absence without notice to the District shall be deemed sufficient cause for dismissal providing the employee fails to show satisfactory cause for such action.
9. Loss of required valid California Driver's License in accordance with Article VII.

**c. Notice of Dismissal**

After review and discussion with the Human Resources Manager, all regular employees shall be provided with a notice of dismissal at least five (5) working days prior to the effective date. This notice shall be prepared by the employee's Department Director after consultation with the Human Resources Manager and shall contain the following:

1. A description of the proposed action and its effective date and the ordinance(s), regulation(s), or rule(s) violated.
2. A statement of the acts or omissions upon which the action is based.
3. A statement that a copy of any available materials upon which the action is based is attached. This does not preclude either party from utilizing additional information if the matter should be appealed to the Board. However, this additional material shall be exchange between the parties at least ten (10) working days before the date of appeal to the Board. Furthermore, no material shall be based upon hearsay; it must be directly related to the original charges and it shall not be based on events more than three (3) years old, in accordance with Article VII, Section A.1.c., Written Notice.
4. A statement advising the employee of the right to seek representation and to file an appeal as provided herein.

**A.3 Fair and Impartial Hearing For Disciplinary Action and Dismissal of Employees**

**a. Procedure**

A regular employee upon receipt of a notice of dismissal, demotion, or suspension may appeal, in writing, to the General Manager within ten (10) working days of the date of the notification. The General Manager may overturn, affirm, or modify such decision, and then the General Manager shall schedule a fair and impartial hearing. The General Manager shall appoint the Director of Finance and Administration to act as the Hearing Officer or, if it has been determined that a conflict of interest exists, or in his absence, another Department Director may be appointed. In either case, said hearing shall be scheduled within thirty (30) working days. At

this hearing the employee may answer the charges against him/her, present any mitigating evidence, or otherwise respond to the Notice of Dismissal. The Hearing Officer shall issue his/her opinion and decision within twenty (20) working days of the hearing. The Hearing Officer may, based upon the evidence presented at the hearing, concur with the Department Director's action, recommend a less severe disciplinary action, or order the employee reinstated with full back pay and benefits.

**b. Appeal to Board of Directors**

Regular employees dissatisfied with the Hearing Officer's decision, only in matters relating to suspension, reduction in rank or pay or dismissal, may appeal to the Board of Directors pursuant to the procedures set forth herein.

**A.4. Appeal**

**a. General**

An employee, except as provided in Sections 4-410, 4-411, 4-412, and 4-415 in Chapter Four of the District Code, may appeal the Hearing Officer's decision by appealing to the Board via filing a written request for hearing with the Secretary of the District within ten (10) working days of receipt of the Hearing Officer's decision. The Secretary shall calendar the matter at the next regularly scheduled Board meeting in keeping with established guidelines for calendaring an agenda item.

**b. Board Shall Designate A Representative to Hear Appeal**

The Board shall employ a neutral third party to hear the appeal and to recommend action to the Board. Except in cases where MS/CG is not involved in the appeal, the cost of the hearing shall be shared equally between the District and MS/CG, including the fees of the neutral third party and a court reporter or stenographer. Cancellation fees shall be the responsibility of the moving party.

**c. Adopt or Modify Recommendation**

The Board may adopt, reject or modify the recommendation of the Board-appointed neutral third party. The decision of the Board is the final action of the District.

Employees required by their classification to possess a valid Class A, B, or C driver's license must report the suspension or revocation of the driver's license to Human Resources within 24 hours of a conviction or the next working day.

In positions where possession of a valid California driver's license is mandatory, the revocation or suspension of that employee's license may result in disciplinary action up to and including suspension, demotion, or termination.

Employees must report all citations received in a District vehicle before the end of the workday or at the start of the following workday for citations received outside of the District's regular work hours. Parking tickets are excepted.

## **GRIEVANCE PROCEDURE**

It shall be the policy of the District and the MS/CG to develop and practice reasonable and effective means of resolving difficulties, which may arise among employees, to reduce potential problems, and to establish channels of communication.

The grievant may elect, in writing, to represent himself/herself rather than have the MS/CG provide representation. If the grievant elects to represent himself/herself at this step, or at any later step, the MS/CG shall be relieved of any further obligation of representation and shall be relieved of any obligation to share in any further expense of the grievance procedure. No resolution shall be inconsistent with the terms of this Agreement.

### **Matters Subject to Grievance**

Any complaint an employee has concerning the interpretation or application of rules, regulations, policies, or procedures governing personnel practices, working conditions, wages, hours, and other terms and conditions of employment.

### **Matters Not Subject to Grievance**

The District's policies, rules, and regulations as such; a rating as given in an Employee Performance Appraisal; the Disciplinary and Termination Actions as outlined in the District's Discipline Policy and Procedures; classification; and contractual changes in health plans initiated by and at the sole discretion of the health plan providers.



## Procedure

**Step One:** The grievant shall, within fifteen (15) working days, from when the employee knew of the occurrence, present and discuss any difference or grievance with his/her immediate supervisor. Both the grievant and his/her supervisor shall make a bona fide effort to amicably settle such differences. The supervisor shall respond within fifteen (15) working days after the final meeting with the grievant. If, after this response, the grievant does not believe the problem has been satisfactorily resolved, then the grievant shall have the right to proceed to Step Two of this procedure within five (5) working days after receipt of the supervisor's written response.

**Step Two:** In the event such differences are not settled and the grievant desires the grievance to be considered further, it shall be presented, in writing, within five (5) working days by the employee involved, and/or his/her representatives to the grievant's Department Director. The written grievance shall set forth (a) the MOU section, rule, regulation, policy or procedure allegedly violated, (b) a brief summary of how and when it was allegedly violated and (c) the requested remedy. A grievance meeting will not be denied solely based on the remedy requested. A meeting shall be arranged by the Department Director within five (5) working days of receipt of the written grievance. The grievance shall be discussed with the grievant and pertinent facts brought to light. The Department Director shall respond, in writing, within fifteen (15) working days after the final meeting rendering the decision.

Failure of the grievant to take further action within five (5) working days after receipt of the decision will constitute withdrawal of the grievance.

**Step Three:** In the event such differences are not settled at Step Two and the grievant desires the grievance to be considered further, it shall be presented, in writing, within five (5) working days to the General Manager or his designated representative who will discuss the grievance with the grievant, his representative or representatives, and with other appropriate persons within ten (10) days of receipt of the grievance. The General Manager may designate a person, not in the grievant's normal line of supervision, to advise him concerning the grievance. A record may be maintained of information presented. The General Manager shall render a

decision, in writing, to the grievant within twenty (20) working days after hearing the grievance.

Failure of the grievant to take further action within ten (10) working days after receipt of the General Manager's decision will constitute withdrawal of the grievance.

**Step Four:** In the event such differences are not settled and the grievant desires the grievance to be considered further, it shall be presented, in writing, to the Secretary of the Board within five (5) days of receipt of the General Manager's decision. The Secretary shall calendar the agenda item at the next regularly scheduled Board Meeting in keeping with established guidelines for calendaring an agenda item.

The Board may employ a neutral third party to hear the matter and recommend action to the Board. The Board may adopt, reject, or modify the recommendation of the Board-appointed neutral third party. The decision of the Board is the final action of the District.

#### **Miscellaneous Provisions**

No grievant shall, at any stage of the grievance procedure, be required to meet regarding the grievance with any supervisor or manager without organizational representation, nor shall any supervisor or manager be required to meet with the grievant regarding the grievance without benefit of counsel or representation.

No waiver of time lines must be granted either party due to the lack of available counsel.

In certain grievances, the first and/or second steps may be deleted if the grievance arises out of an action by an authority above the level of the grievant's supervisor. However, such grievances will begin at a level no higher than Step 3 of this grievance procedure.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the lodging of an appeal at the next step of the procedure within the time allotted, had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance.

The time limits specified in this procedure may be extended, in any specific instance, by mutual agreements, in writing.

The cost of the grievance arbitration shall be shared equally between the District and the MS/CG, including the fees of the neutral third

party,

a court reporter or stenographer. Cancellation fees shall be the responsibility of the moving party.

**Group Grievances**

If the grievance involves employees with different immediate supervisors, the grievance may be filed at the appropriate step of the grievance procedure. However, such grievance will begin no higher than Step 3 of this grievance procedure.

**Employee-Processed Grievance**

An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of the MS/CG as long as the adjustment is not inconsistent with the terms of this Agreement.

**Grievance Witnesses**

The District shall endeavor to make available for testimony in connection with the grievance procedure reasonable requests for District employees to appear when requested by the grievant, the MS/CG, or the District. Any employee witnesses required to appear in connection with this Article shall suffer no loss of normal pay but will not receive any form of overtime compensation in connection with his/her appearance.

**Grievance Processing During Regular Working Hours**

The grievant and his/her representative(s) shall normally be entitled reasonable time to process a grievance during normal working hours with no loss of pay or benefits, provided the grievant has the permission of his/her supervisor. Such permission shall not be unreasonably withheld.

**Separate Grievance File**

All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file, which file shall be available for inspection only by the grievant, his/her representative, with approval by the grievant and management, supervisory, and confidential employees who can demonstrate a need to review the file.

**LAYOFF**

If the Board of Directors deems layoffs to be necessary, they will be done in accordance with the layoff provisions in the District Ordinance Code, Chapter 4. The District agrees to meet and confer with the Management Support/Confidential Group on the effects of such layoff.

## **PERSONAL AND DISTRICT PROPERTY**

The District discourages the use or display of personal property not required to perform an employee's job by an employee at work.

The storage, carrying, or use of firearms or other lethal weapons on District property is strictly prohibited.

Most employees required to wear uniforms during working hours are provided lockers by the District. Lockers are District property and may be searched by management at any time without advance notice. If a locker is to be inspected, and the employee is on the job-site, the employee will be allowed to be present when the locker is inspected. The District will be responsible for replacing damaged locks.

Any and all electronically-produced documents, including faxes, e-mail or other forms of electronic communication, which are maintained, kept, received or transmitted on District property are not confidential, and are subject to disclosure and review at any time. Any matters generated or received on District computers, and any documents duplicated on District copiers or other equipment, also are subject to search at any time whenever there is a reasonable justification for search.

## **SUBSTANCE ABUSE**

Employees who have dependency on alcohol or other controlled substances are encouraged to voluntarily request counseling or rehabilitation before their substance abuse leads to disciplinary or work-related problems. In cases where an employee's alcohol or controlled substances leads to disciplinary or work-related problems, the District agrees to discuss and, in its sole discretion, consider holding proposed disciplinary action in abeyance and referring the employee to appropriate counseling or treatment. The District further agrees that the employee will not be dismissed for the conduct that led to his or her referral to treatment or counseling while actively and successfully participating in such treatment or counseling programs, subject to his/her compliance with District and departmental rules and maintenance of acceptable job performance. However, an employee who fails to successfully complete treatment or counseling or who subsequently suffers a relapse shall be subject to disciplinary action.

An employee may have proposed disciplinary action held in abeyance to participate in treatment or counseling only once during his or her employment.

**CONCLUDING PROVISIONS**

**PAST PRACTICES**

Should the District take action to change its practices in subjects within the scope of meet and confer as specified in Government Code Section 3500 et seq., which is not a part of this Agreement, the District agrees to meet and confer before taking such action.

**SIDE AGREEMENTS**

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this MOU demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement. Any past side letters or any other agreements, excluding settlement agreements, that are not incorporated into or attached to this MOU are deemed expired upon approval of this MOU by the Board of Directors.

**SAVINGS**

If any provision of this Memorandum of Understanding should be held invalid or outside the scope of bargaining by operation of law or by the final judgment of any court of competent jurisdiction, the remainder of this Memorandum of Understanding shall not be affected thereby.

**TERM**

This Memorandum of Understanding shall remain in full force and effect from December 18, 2017 through April 17, 2022.

**SIGNATURES TO AGREEMENT**

Entered into this 1<sup>st</sup> day of November, 2018, subject to the approval of the respective parties.

**CENTRALCONTRA COSTA SANITARY DISTRICT**

---

Bruce Heid

**SIGNATURES TO AGREEMENT**

Entered into this 1<sup>st</sup> day of November, 2018, subject to the approval of the respective parties.

**CENTRALCONTRA COSTA SANITARY DISTRICT**

*Bruce Heid*

\_\_\_\_\_  
Bruce Heid

*Ann Sasaki*

\_\_\_\_\_  
Ann Sasaki

*Philip Leiber*

\_\_\_\_\_  
Phil Leiber

*Teji O'Malley*

\_\_\_\_\_  
Teji O'Malley

**CENTRALCONTRA COSTA SANITARY DISTRICT  
MANAGEMENT SUPPORT/CONFIDENTIAL GROUP**

*Jim Bickert*

\_\_\_\_\_  
Jim Bickert

*Timothy Potter*

\_\_\_\_\_  
Tim Potter

*Paul Kelly*

\_\_\_\_\_  
Paul Kelly

*Roy Manes*

\_\_\_\_\_  
Roy Manes

*Nancy D. Molina*

\_\_\_\_\_  
Nancy Molina

**SIDE LETTER AGREEMENT**

**Between**

**Central Contra Costa County Sanitary District**

**And**

**Management Support/Confidential Group**

**October 22, 2018**

**Article IV-Leaves (Sick Leave Incentive Benefit)**

The parties agreed to interpret Article IV-Leaves (Sick Leave Incentive Benefit) of the MOU dated December 18, 2017 through April 17, 2022 in a manner consistent with this Side Letter Agreement.

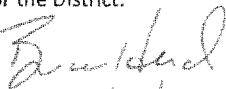
**"Beginning on April 17, 2022, any cash out of sick leave accruals shall be deducted from an employee's sick leave accrual bank at time of retirement. Any remaining balance shall be reported to Contra Costa County Employees' Retirement Association (CCCERA) as retirement service credit".**

The parties' intent in negotiating this revision of Article IV-Leaves (Sick Leave Incentive Benefit) was to eliminate an employee's receiving a cash-out payment for a portion of their sick leave balance, and also receive service credit for these same hours.

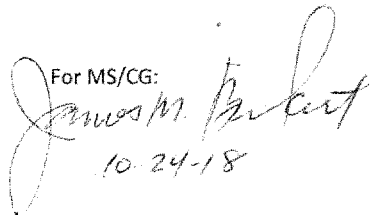
Current Internal Revenue Service (IRS) regulations regarding Cash or Deferred Arrangements (CODA) do not allow an employee the option to choose between a cash-out payment or apply all of their sick leave balances to service credit. The MOU language as drafted is consistent with current IRS regulations to the extent individual employees are not provided a choice of how much sick leave would be subject to cash out.

The parties have a shared interest in allowing employees flexibility in application of sick leave balances at the time of retirement, if these options are consistent with IRS CODA requirements and CCCERA regulations and guidelines. To that end, and noting that Article IV-Leaves (Sick Leave Incentive Benefit) becomes effective April 17, 2022, the parties agree to meet no later than November 1, 2021 to evaluate alternatives that would allow for greater employee flexibility with regard to sick-leave cash out at retirement consistent with IRS CODA requirements.

For the District:

  
10/24/18

For MS/CG:

  
10-24-18



## INDEX

<b>A</b> ministrative Leave .....	10
Alternative Work Schedules .....	9
Appointment of Relatives .....	27

<b>C</b> afeteria Plan .....	18
Class A/Class B Drivers License.....	6
Continuance of Benefit Plan.....	20
• Miscellaneous.....	22
• Tier I .....	20
• Tier II .....	21
• Tier III .....	21
Court Appearances .....	10

<b>D</b> eath in Family.....	10
Deferred Compensation Plan.....	18
Dental Plan.....	18
Disciplinary Procedures .....	30
Disability Plan.....	18
Driver's License Requirements .....	36
Dual Health Coverage.....	18
Dues .....	3

<b>E</b> ducation-Tuition Refund Policy.....	19
Employee Assistance Program .....	19
Employee Benefits .....	18
• Cafeteria Plan.....	18
• Continuance of Benefit Plan.....	20
○ Tier I .....	20
○ Tier II .....	21
○ Tier III .....	21
• Dental Plan .....	18
• Disability Plan.....	18
• Dual Health Coverage .....	18
• Education-Tuition Refund Policy .....	19
• 401(A) Money Purchase Plan .....	18
• Deferred Compensation Plan.....	18
• Health Plans .....	19
• Mileage Reimbursement .....	25
• Professional Registration .....	6

- Retirement ..... 25
- Safety Equipment ..... 26
- Salary Continuance Plan ..... 13
- Term Life Insurance ..... 26
- Transition to CALPERS Health ..... 19

**F**amily and Medical Leave ..... 11

Filling of Vacant Positions ..... 27

**G**eneral Increases ..... 4

Grievance Procedure ..... 36

- Employee-Processed Grievance..... 39
- Grievance Processing During Regular Work Hours ..... 39
- Grievance Witnesses ..... 39
- Group Grievances ..... 39
- Matters Not Subject to Grievance ..... 36
- Matters Subject to Grievance ..... 36
- Miscellaneous Provisions ..... 38
- Procedure ..... 37
  - Step One ..... 37
  - Step Two ..... 37
  - Step Three ..... 37
  - Step Four ..... 38
- Separate Grievance File..... 39

**H**ealth Plans ..... 19

Holidays..... 11

- Holiday Compensation ..... 12
- Holiday Schedule..... 11
- Weekend-Designated Holidays ..... 11

**J**ury Duty ..... 12

**L**ateral Transfers..... 28

Layoff..... 39

Leave of Absence Without Pay ..... 12

Leaves..... 10

- Administrative Leave ..... 10
- Court Appearances ..... 10

- Death in Family..... 10
- Family and Medical Leave..... 11
- Jury Duty ..... 12
- Leave of Absence Without Pay ..... 12
- Military Leave ..... 13
- Pregnancy Disability ..... 13
- Salary Continuance Plan..... 13
- Sick Leave ..... 14
- Sick leave Accumulation ..... 14
- Sick Leave Incentive ..... 15
- Vacation..... 15
- Longevity Compensation..... 4

**M**atters Not Subject to Grievance ..... 36

Matters Subject to Grievance..... 36

Meal Allowance ..... 4

Merit Increases..... 5

Miscellaneous Provisions ..... 38

Mileage Reimbursement ..... 25

Military Leave ..... 13

Minimum Call Back Pay ..... 5

Money Purchase Plan 401(a)..... 18

**N**ight Shift Differential ..... 7

Nondiscrimination..... 2

**O**ut-of-Class Pay ..... 5

Overtime Accumulation ..... 5

**P**ast Practices ..... 41

Pay ..... 4

- Minimum Call Back Pay ..... 5
- Out-of-Class Pay ..... 5
- Paycheck Distribution ..... 6
- Terminal Compensation ..... 7
- Uniform Pay Periods ..... 8
- Upon promotion ..... 6

Payroll Deduction of Dues..... 3

Personal and District Property ..... 40

Preamble ..... 1

Pregnancy Disability..... 13

Probationary Period Upon Reclassification.....	28
Procedure (Grievance).....	37
• Step One .....	37
• Step Two .....	37
• Step Three.....	37
• Step Four.....	38
Professional Registration .....	6

<b>R</b> eclassification.....	28
• Reclassification Request .....	28
• Probationary Period.....	28
Recognition and Coverage.....	1
Recruitment and Classification.....	27
• Appointment of Relatives .....	27
• Filling of Vacant Positions .....	27
• Lateral Transfers .....	28
Reduced Work Week .....	9
Registration or Certification Differential .....	6
Relief Operator Differential.....	7
Retirement.....	25
Rights .....	1

<b>S</b> afety Equipment .....	26
Salary Continuance Plan.....	13
Savings .....	41
Shift Differentials .....	7
• Night Shift Differential.....	7
• Swing Shift Differential .....	7
• Relief Operator Differential.....	7
Sick Leave.....	14
Sick Leave Accumulation .....	14
Sick Leave Incentive .....	15
Signatures to Agreement .....	42
Substance Abuse .....	40
Swing Shift Differential .....	7

<b>T</b> erm .....	41
Term Life Insurance Plan .....	26

<b>V</b> acant Positions, Filling of.....	27
Vacation .....	15

- Accrual Credit ..... 16
- Earnings ..... 16
- Payment of Accumulated Vacation Time ..... 17
- Termination..... 17
- Use of Vacation Accumulation ..... 16
- Vision..... 20

**W**eekend Designated Holidays..... 11

Work Hours ..... 9

- Alternative Work Schedules ..... 9
- Reduced Work Week ..... 9
- Work Week ..... 9

Work Week..... 9



