
MEMORANDUM *of* UNDERSTANDING

*between
the*



Central Contra Costa
Sanitary District

And the



AFSCME/ Public Employees Union,
Local #1

April 18, 2022

through

April 17, 2027

Employees' Association,
Public Employees Union, Local #1
MEMORANDUM OF UNDERSTANDING

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ARTICLE I – INTRODUCTORY PROVISIONS

SECTION 1 – RECOGNITION AND COVERAGE

1.1 Exclusive Representation: The Central Contra Costa Sanitary District Employees' Association, Public Employees Union, Local #1, an affiliate of the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO hereafter known as the Union, is the formally recognized exclusive employee representative for all General employees. The Union shall represent all regular and permanent-intermittent General employees.

SECTION 2 – MANAGEMENT AND UNION RIGHTS

2.1 Union Rights: The Union is the exclusive recognized representative of all employees of the District except Management, Management Support/Confidential and temporary employees.

It is also recognized that the District and duly appointed representatives of the Union will meet and confer in good faith. The District, or any agent thereof, agrees that there will be no interference, restraint, or coercion against the Union or against any employee because of Union membership or Union activity.

Information Request: Within thirty (30) days of ratification of a new Memorandum of Understanding, the District will distribute a memorandum to all bargaining unit employees asking for written authorization to release their current addresses and telephone numbers to the Union. Upon the Union's written request, the District will provide this information to the Union for any employee who has given his or her authorization to do so. The District only shall be required to release this information the Union twice per calendar year.

The Union shall have the right and opportunity to hold an orientation session with all newly hired employees. This orientation session shall be for the purpose of explaining the new employee's contractual rights and introducing him/her to the Union. The orientation will be held within fifteen days of the employee's hire date and shall be during working hours at a time agreed to by the employee's immediate supervisor, not to exceed thirty (30) minutes in duration.

2.2 District Rights: 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; 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.

2.3 Title IV of District Code: The District will meet and confer with the Union over any changes to Title IV of the District Code.

SECTION 3 – NONDISCRIMINATION

3.1 Nondiscrimination: There will be no discrimination by the Union 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, or medical condition, consistent with applicable state and federal law.

3.2 Compliance with the Americans with Disabilities Act (ADA): The Union 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 Union prior to any accommodation which might require an exemption from the Memorandum of Understanding. Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited as evidence of a past practice in the grievance procedure.

3.3 Lactation Accommodation: If an employee desires to express breast milk for her infant child, the District will make reasonable efforts to provide the employee with the use of a room or other location, other than a toilet stall, for the employee to express milk in private.

ARTICLE II – SALARY PROVISIONS

SECTION 1 – SALARY

1.1 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 a below average overall evaluation rating as noted in an Employee Performance Appraisal form. During the term of this Memorandum of Understanding (M.O.U.), the District shall use the Employee Performance Appraisal Form. When an employee receives notification that he/she will be given a performance evaluation, the employee may request a delay of up to three days between the time of the notification and the time of the performance evaluation meeting to prepare for the meeting.

1.2 Certification: Employees may be required to successfully complete certification requirements prior to receiving their salary increases, where required by law or job classification in their currently held position.

1.3 Paycheck Distribution: Employees shall be paid based on a biweekly pay period. The District shall distribute paychecks every other Friday. 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 transfer from the Federal Reserve Bank.

1.4 General Increases: Effective April 18, 2022, April 18, 2023, April 18, 2024, April 18, 2025, and April 18, 2026, 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. Effective April 18, 2022, if the applicable CPI is less than 2%, then the salary increase will be 2%. If the applicable CPI is greater than 5%, then the salary increase will be 5%. Effective April 18, 2023, April 18, 2024, April 18, 2025, and April 18, 2026, 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%.

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1.5 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.

1.6 Terminal Compensation: A mandatory portion of the employee's terminal compensation shall be contributed by the District to the 401(a) plan at termination, retirement, or resignation as follows:

- If terminal compensation is more than \$10,000, 50%;
- If terminal compensation is between \$5,000 and \$10,000, 25%;
- If terminal compensation is less than \$5,000, 0%.

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

Any outstanding Vacation, Sick Leave, and/or 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.

1.7 Bilingual Pay: Employees whose bilingual skills provide the District a benefit in providing District services shall be designated by the Department Director and approved by Human Resources to receive a bilingual allowance. An employee designated for a bilingual allowance shall receive an additional \$37.50 per pay period. The allowance will only be paid when the employee is in an active pay status and not on a leave of absence without pay.

SECTION 2 – LONGEVITY COMPENSATION

2.1 Longevity Pay: A two and one-half (2.5%) 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.

SECTION 3 – SHIFT DIFFERENTIALS

3.1 Work Week: The normal work week for full-time, non-shift 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 days a week.

3.2 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 (7.5%) percent.

3.3 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.

3.4 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.

SECTION 4 – OVERTIME

4.1 Rate: Employees covered by this Memorandum of Understanding who work more than their regularly scheduled days are compensated at time and one-half of the regular basic pay. All employees must receive supervisory approval before working any overtime.

4.2 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 with an eighty (80) hour limit on 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.

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Personnel in the Plant Operations Division who normally work a ten-day shift shall be granted an additional sixteen (16) hour limit on earned overtime taken off per calendar year.

4.3 Holiday Compensatory Time: An individual earns Holiday Compensatory Time when his/her regular day off falls on a holiday. Holiday Compensatory Time is recorded in the Accounting Office.

Holiday Compensatory Time is earned at the rate of straight time and the time off is given at the rate of straight time. Employees 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 in holiday comp will be automatically paid for any additional hours earned in excess of the maximum. If an employee terminates employment with the District before having used up his/her Holiday Compensatory Time, he/she shall be paid for it. 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.

SECTION 5 – STAND-BY AND CALL- OUT TIME

5.1 General: Employees are required to be on Stand-By in order to provide customer service after normal working hours or to be able to respond quickly to emergency situations. Employees will be assigned to Stand-By according to the procedures established in their Division.

Stand-By assignments take effect from the end of an employee's regular work schedule until the beginning of the next regular work schedule. Employees in a Stand-By status must be capable of being notified that the District has a need for customer/emergency service and of responding immediately. The District will make every effort to notify employees in advance of their Stand-By status; however, circumstances may arise where advance notice is not possible.

5.2 Stand-By Pay: Employees, other than Pumping Stations Operators and designated IT staff, on Stand-By will be paid at the rate of one (1) hour of overtime pay for each weekday and three (3) hours of overtime pay for each weekend day or paid District holiday. Pumping Stations Operators and IT staff who have the ability to remotely resolve issues will be paid at the rate of one (1) hour of overtime pay for each weekday and four and one-half (4.5) hours of overtime pay for each weekend day or paid District holiday. (Overtime pay is calculated at one and one-half times the basic rate of pay.)

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Stand-By pay is intended to compensate employees for inconvenience, disruption of their personal life, and for reasonable time spent solving customer service/emergency problems that are amenable to resolution from a remote location.

5.3 Call-Out Period: The Call-Out period begins at the time the employee starts his/her travel to the work site and ends thirty (30) minutes after the employee departs from the work site. The thirty-minute (30) period each way is an allowance for travel.

5.4 Call-Out Pay: Employees who are called out will be compensated with a minimum of three (3) hours at the overtime rate which includes travel time. If the Call-Out requires over three (3) hours, then the employee shall receive overtime pay for the actual duration of the Call-Out.

5.5 Consecutive Call-Outs: Any Call-Out received by the employee prior to the end of their current Call-Out period is a consecutive Call-Out. Consecutive Call-Outs will be a continuation in hours worked and will be included in the initial Call-Out period.

5.6 Conversion of Stand-By Pay: Stand-By pay will be paid at the overtime rate. Employees may elect to have their Stand-By pay credited as Earned Time Off. Limits to the accumulation and use of earned time off as specified elsewhere in this M.O.U. apply.

SECTION 6 – CLASSIFICATION REQUIRING CERTIFICATION, REGISTRATION, OR LICENSE

6.1 General: An employee shall be granted paid release time to take job classification required certification, registration, and/or licensing tests only if administered during the employee's regularly scheduled work hours. To be eligible, it must be a requirement of the employee's current job classification or be within the same job classification series as defined in Section 9.2

6.2 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 \$42.50 per pay period. It will be paid only for time when the employee is in active

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status and not on leave of absence. The \$42.50 will be prorated and the employee 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 leave of absence, etc.

6.3 Crane and Boom Truck Assignment Pay: Employees who are assigned Crane and Boom Truck duties and who are required to obtain and maintain the proper certification to operate this equipment shall receive an additional \$42.50 per pay period. It will be paid only for time when the employee is in an active status and not on a leave of absence. The \$42.50 will not be paid for any time in which the employee is unable to operate District equipment, such as when the certification has not been renewed or has been revoked.

Employees who maintain both a Class A or B license and Crane and Boom Truck Certification may receive no more than a total of \$42.50 per pay period.

ARTICLE III – MISCELLANEOUS PROVISIONS

SECTION 1 – UNION MEMBERSHIP AND DUES CHECKOFF

1.1. Local One shall have the sole and exclusive right to have membership dues, initiation, and/or assessment fees voted by its membership deducted for employees in the bargaining unit by the District. Authorized deductions shall be revocable in accordance with the lawful terms under which an employee voluntarily authorized said deductions.

1.2. Union Security.

- A. The Union is responsible for all decisions to change, and cancel contributions from represented employees' pay, and for all matters regarding an employee's revocation of an authorization. The District will not cancel or change deductions until receipt of a written authorization of such from the Union. "Contributions" as used in this section means Union membership dues, initiation fees, political action funds, other contributions, and any special membership assessments, as established and as may be changed from time to time by the Union. The District shall direct all employee requests to change or cancel contributions, or to revoke an authorization for contributions, to the Union. The District shall not seek to resolve disputes between the Union and represented employees about Union membership, the amount of contributions, or revoking authorizations for contributions. The District or its managers shall not provide advice to employees about those matters, and shall direct employees with questions or concerns about those matters to the Union. The parties agree that the District has no role, responsibility, or decision making authority over the terms of Union membership, including revocation of such membership, or over revocation of an employee's authorization for deductions of contributions, except to cancel deductions upon written notice from the Union.
- B. The District will make available to the Union upon request a list or database that includes the following information for each represented employee: name; classification; department; work location; work, home, and personal cellular telephone number; personal email address if on file with the District; home address; and any contribution amount deducted. The Union shall submit any request to change or cancel deductions of contributions from represented employees' pay. Except as otherwise provided in

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this section, the District shall continue to deduct and remit contributions until it receives notice to change or cancel deductions from the Union, or it receives an order from a court or administrative body directing the District to change or cancel the deductions for one or more employees.

- C. Contributions withheld by the District shall be transmitted to the officer designated in writing by the Union as the person authorized to receive such funds at the address specified.
- D. The Union shall indemnify, hold harmless, and defend the District against any claim, including but not limited to any civil or administrative action, and any expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to the District's compliance with this Section.
- E. The member employee's earnings must be regularly sufficient after legal and required deductions are made, to cover the amounts of the contributions authorized. In the case of a member employee who is in a non-pay status during only part of the pay period and whose salary is not sufficient to cover the whole withholding, no contribution deductions shall be made. In this connection, all other legal and required deductions have priority over contributions.

SECTION 2 – GRIEVANCE PROCEDURE

2.1 General: It shall be the policy of the District and the Union 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.

2.2 Self Representation: The grievant may elect, in writing, to represent himself/herself rather than have the Union provide representation. If the grievant elects to represent himself/herself at this step, or at any later step, the Union 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.

2.3 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.

2.4 Matters Not Subject to Grievance: (1) The District policies, rules, and regulations as such; (2) A rating as given in an Employee Performance Appraisal; (3) Disciplinary and Termination Actions as outlined in Section 3; and (4) Use of Birthday Leave.

2.5 Procedure:

Step One

The grievant shall, within fifteen (15) working days from when the employee knew or should have known 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 representative(s) 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 it was allegedly violated and (c) the requested remedy. A meeting shall be arranged by the Department Director or his/her designated representative 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 or his/her designated representative 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

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presented, in writing, within ten (10) working days to the General Manager or his/her designated representative who will discuss the grievance with the grievant, his representative or representatives, and with other appropriate persons within ten (10) working 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/her 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 five (5) 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 District within five (5) working 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 shall employ a neutral third party to hear the matter and recommend action to the Board. The District and the Union shall equally share the cost. If the parties cannot agree on a neutral third party, then a list of five (5) neutral individuals shall be requested from the State Conciliation Service and the parties shall use the alternate elimination method to determine who shall conduct the hearing. The Board may adopt, reject, or modify the recommendation of the appointed neutral third party. The decision of the Board is the final action of the District.

2.6 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.

Article III – Miscellaneous Provisions

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 decisions 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 agreement, in writing.

2.7 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.

2.8 Employee-Processed Grievance: An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement.

2.9 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 Union, 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. Such employee witnesses are responsible for informing their immediate supervisor forty-eight (48) hours in advance or as soon as reasonably possible.

2.10 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.

2.11 Separate Grievance File: All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file which 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.

SECTION 3 – DISCIPLINARY PROCEDURE

3.1 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, reduction in rank and/or pay. Notwithstanding the above, the disciplinary measures shall be commensurate with the offense or the continuation of offenses with 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.
3. Habitual absence or tardiness
4. Abuse of sick leave
5. Disorderly conduct

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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 III, Section 17
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 of its intent to issue discipline within thirty (30) days of the incident giving rise to the District's decision to take disciplinary action. The parties may agree to extend the time to provide notice of intent to issue discipline.

All records of discipline shall remain a part of the employee's personnel file for a period of three (3) years, assuming no continuation of a similar offense. All records of discipline which are removed from the employee's personnel file after three years shall be maintained in a separate file by the District's Human Resources Manager to be used only in matters

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involving discrimination, litigation complaints or charges, and grievances alleging disparate treatment. An employee or his/her Union representative, with written authorization of the employee, shall have the right, at any reasonable time, to examine and/or obtain copies of any material from the employee's personnel file in the Human Resources Office. **It is the employee's responsibility to request removal of the above documentation from his/her personnel file by contacting the Human Resources Office.**

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.

3.2 Dismissal of an Employee:

A. General

During his/her probationary period, an employee may be dismissed without cause by either 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 III, Section 3.1.B (1-14), or continued behavior as specified in Article III, Section 3.1.B (1-14), after an evaluation or corrective action plan has failed to produce an improvement in the worker's performance.

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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 III, Section 17.

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 ten (10) 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 exchanged 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 III, Section 3.1.C, Written Notice.
4. A statement advising the employee of the right to seek representation and to file an appeal as provided herein.

3.3 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 the Department Director's decision. Should the General Manager elect to affirm or modify such decision, then the General Manager shall schedule a fair and impartial hearing. The General Manager shall appoint a Department Director to act as the Hearing Officer or, if it has been determined that a conflict of interest exists, or in his/her 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.

3.4 Appeal:

A. General

An employee, except as provided in Sections 4-410, 4-411, 4-412, and 4-415 in Chapter 4 of the District Ordinance 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 Representative to Hear Appeal

The Board shall employ a neutral third party to hear the appeal and to recommend action to the Board. The District and the Union shall share the cost of the neutral third party and the court reporter and transcript fees and costs.

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.

SECTION 4 – HOURS OF WORK

4.1 Regular Work Week: The District's regular work week consists of forty (40) hours per week; eight (8) hours per day excluding a 30-minute lunch break and including two (2) paid 15-minute breaks. The Operations Department and Engineering Department may require special working schedules to meet the service demands of the public as well as maintain efficiency.

4.2 Alternative Work Schedules: The District establishes working hours which are consistent with the operating requirements and responsibilities of the various divisions and/or departments of the District. With the approval of the appropriate Supervisor, Division Manager, Department Director, and the General Manager, the District will adjust or readjust the beginning and ending work day hours and/or work week based on a determination that the work or the operation of the unit or other functions of the District will not be impaired by such adjustment.

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 requests and forward such requests to the appropriate Department Director or Division Manager with a recommendation.

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The decision of the District in regard to granting or refusing to grant such requests for work schedule changes is subject to periodic review and/or revision by the District. If during a review of this policy the determination of the District is that modification is necessary, that shall be subject to meet and confer with the Central Contra Costa Sanitary District Employees' Association, Public Employees Union, Local #1.

SECTION 5 – TEMPORARY EMPLOYEES

5.1 Appointment Limitation: A temporary appointment is limited to 2080 hours or twelve (12) months from the first date of hire, whichever occurs first. The District shall provide the Union with a copy of the quarterly Temporary Appointment report.

SECTION 6 – APPOINTMENT OF RELATIVES

6.1 Officials: Members of immediate family of elected or appointed officials shall not be appointed to District employment.

6.2 Restrictions: Members of the immediate family of employees shall not be employed by the District.

6.3 Definition: Immediate family members are defined as mother, father, brother, sister, son, daughter, in-laws, or grandparents.

6.4 Application: This provision shall apply to all types of employment status, except seasonal summer help.

SECTION 7 – EMPLOYEE RECLASSIFICATION REQUESTS

7.1 Procedure: 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. However, if an employee has reason to believe that 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. 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.

7.2 Employee Reclassifications: In the event the District reclassifies

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an employee from their current job classification to either an existing job classification or to a new District classification it shall notify the Union within 15 days of its decision.

If the reclassification results in an employee being placed in a classification with a lower salary range, the employee's salary placement shall be at the closest step in the new salary range that shall not result in a salary increase.

If the maximum step of the new salary range is lower than their current salary step, the employee's salary shall be y-rated until the top step of the salary range of the new classification equals or exceeds the employee's current salary.

SECTION 8 – LAYOFF

8.1 Provisions: If layoffs are deemed necessary by the Board of Directors, they will be done in accordance with the layoff provisions as specified in the District Ordinance Code, Chapter 4. The District agrees to meet and confer with the Union on the effects of such layoff.

SECTION 9 – PERSONNEL ADVANCEMENTS

9.1 General: Opportunity for advancement is important to the employee. For this reason, promotions and personnel advancements shall be made from within the work force wherever practicable. A promotion shall result in a pay increase of at least one full step greater than received prior to promotion, taking into account any registration or certification differentials received prior to the promotion. This provision provides employees in positions within designated job families, as listed in Section 9.2, the opportunity to promote to a higher class, without normal recruitment, upon meeting specified performance and testing criteria.

9.2 Eligible Classifications: For the following classifications, an employee may progress to the second level in the series as long as they meet specified performance and testing criteria and to the third level in the series if a vacancy occurs at that level.

- Accounting Technician I to II to III
- Contracts and Procurement Specialist I to II
- Engineering Assistant I to II to III

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- Environmental Compliance Inspector I to II
- Materials Coordinator to Materials Specialist
- Pumping Stations Operator I to II to III
- Maintenance Technician I to II to Maintenance Technician III, Mechanical

For the following classifications, an employee may progress in the series as long as they meet specified performance and testing criteria and may only progress to the highest level in the series if a vacancy occurs at that level.

- Construction Equipment Operator to Maintenance Crew Leader
- Household Hazardous Waste Tech. I to II to Senior Household Hazardous Waste Tech.
- Maintenance Crew Member I to II to Maintenance Crew Leader
- Maintenance Technician I to II to Machinist
- Plant Operator I to II to III to Senior Plant Operator
- Utility Worker to Maintenance Crew Leader (Building and Grounds only)

Any employee who is in the classification of Plant Operator Trainee, I, II, and III as of December 18, 2017 shall be eligible to advance to the Senior Plant Operator classification upon meeting the minimum qualifications, successfully completing the required training, and upon recommendation of their supervisor. A Senior Plant Operator vacancy is not necessary for advancement.

Employees hired into the Trainee, I, II, or III classifications on or after December 18, 2017 shall be subject to the provisions outlined in Section 9.7 with the condition that the employee must have been in the Plant Operator III with the District for a minimum of 36 months.

9.3 Failure to Pass Examination: If the employee fails to pass the performance test for advancement, suggestions for improvement shall be made to the employee. The employee is eligible to re-test after three (3) months.

9.4 Recommendation for Advancement: The recommendation for advancement shall be requested from the supervisor by the employee or initiated by the employee's supervisor based on the supervisor's

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evaluation that the employee's performance is completely satisfactory in the present position and the employee qualifies for advancement to the higher position. This recommendation must be approved by the Department Director and the General Manager.

- A. The supervisor must file a written recommendation.
- B. When an employee requests a recommendation from his/her supervisor, it shall be the responsibility of the supervisor to respond to the request.

9.5 Salary Increase: Employees who advance to the second level position will be given a minimum of a one-step salary increase and will be on probation for six to twelve months.

9.6 Advancement to Second Level in the Series: Employees may be advanced to the second level position if the following requirements are met:

- A. The employee has been in the entry-level position for a minimum of 18 months. Up to six (6) months of time spent as a Provisional Employee shall count towards the 18-month minimum.
- B. The employee has met the qualifications of the second level position by means of on-the-job training, experience, continuing education, and/or organizational certification as spelled out in the class description and department standards.
- C. The employee has successfully passed a performance test for advancement approved by the Department Director and the Human Resources Manager.

9.7 Advancement to Third Level in the Series: Employees may advance to the third level if the following conditions exist:

- A. The employee has been in a second level position for a minimum of 12 months.
- B. The employee has met the qualifications of the third level position by means of on-the-job training, experience, continuing education, and/or organizational certification.
- C. The employee must pass a standardized written and/or oral

examination approved by the Department Director and the Human Resources Manager with specific emphasis on the duties and skills required for the position. The District shall determine the method of evaluation as a means of measurement of knowledge, skills, and ability.

- D. Employees who advance to the third level position shall be given a minimum of a one-step salary increase and will be on probation for a 12-month period.

9.8 Advancement to Fourth Level in the Series: Employees may advance to the fourth level if the following conditions exist:

- A. The employee has been in a third level position for a minimum of 36 months.
- B. The employee has met the qualifications of the fourth level position by means of on-the-job training, experience, continuing education, and/or organizational certification.
- C. The employee must pass a standardized written and/or oral examination approved by the Department Director and the Human Resources Manager with specific emphasis on the duties and skills required for the position. The District shall determine the method of evaluation as a means of measurement of knowledge, skills, and ability.
- D. Employees who advance to the fourth level position shall be given a minimum of a one-step salary increase and will be on probation for a 12-month period.

9.9 Absence of Qualified Employees: If there are no employees at a lower level who qualify for an opening at the highest level in the series, then the District shall institute open and promotional recruiting.

SECTION 10 – EXAMINATION PROCEDURES

10.1 Open/Promotional Opportunities: When an opening occurs for a position which is not covered under Section 9.2-Personnel Advancement, 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. If there are no internal applicants on the eligible list a District manager or his/her designated representative will interview candidates, in rank order, on the eligible list and will make a selection amongst those candidates.

If there are any internal candidates on the eligible list, a District manager or his/her designated representative will interview the top six (6) candidates and all internal candidates on the 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 Union of this occurrence, and the parties agree to meet and confer.

SECTION 11 – TRAINEE PROGRAM

11.1 Eligible Classifications: The District shall establish and maintain a Trainee Program for the classifications of Maintenance Technician I/II, Pumping Stations Operator I/II, Plant Operator I/II, and Maintenance Crew Member I/II. The purpose of this program is to provide advancement opportunities for District employees interested in the aforementioned positions.

11.2 Pre-Qualifications:

- Valid California Driver's License
- Completion of the twelfth grade or equivalent
- Must be willing to work shifts on weekends and holidays if required by the position
- Successful completion of a physical examination related to the type of work
- Successful completion of related educational courses
- Current regular employee of the Central Contra Costa Sanitary District

11.3 Selection: Selection of employees to be transferred to the Trainee Program will occur by the following procedural sequence:

- A. Position opening posted on bulletin boards for one week.
- B. Employee applies for transfer to Trainee Program opening.
- C. Applicants are interviewed by a panel of one employee who is a member of a legally protected class, one supervisor, and one manager from the department where the Trainee position is open. Work performance and seniority shall be among the factors for selection considered by the panel.
- D. Interview panel recommends selection.
- E. Department Director makes final selection. Employees not selected may receive the reasons in writing upon request.

11.4 Promotion: The Trainee Program is intended to provide a period of preparation and training for promotion into the I/II series of Maintenance Technician, Pumping Stations Operator, Plant Operator, and Maintenance Crew Member. The training period will be for one year. At the conclusion of the one-year period and upon successful completion of the training course, the trainee will advance to the appropriate I/II classification. If, during the first one-hundred and eighty (180) days of the training period, the supervisor and Department Director determine the employee's performance is unsatisfactory and after attempts to correct any deficiencies it is apparent to them that the employee will not successfully complete the training period, the employee will be transferred back to his/her formerly held position. Also, if the employee determines during the first one-hundred and eighty (180) days of the training period that he/she wishes to discontinue the program, he/she shall be transferred back to his/her formerly held position. A written evaluation will be completed every two months.

Notwithstanding any other provision of the Memorandum of Understanding, an employee hired to replace a trainee may, at the discretion of management, fill the position until the recruitment is completed and vacancy filled.

The posting for a trainee position will only occur in the event of a vacant regular position. There will only be one trainee per

classification. If applications for an open trainee position are not received by the filing deadline, recruitment will be advertised as open and promotional at the I/II level.

Employees in the trainee program will be eligible to apply for openings in any position within the job family at the I/II level during the one-year period of training.

11.5 Salary: Trainees will be compensated at the rate of pay in their most recent regular position unless such rate is higher than the I classification of the job for which they are training; in that case, the salary during training would be reduced to the I level. Normal step raises and seniority will not be affected by the transfer to the Trainee Program. If the trainee's Performance Appraisal for a step raise is scheduled within the first ninety days of program participation, the evaluation will be completed by the immediate past supervisor. If the Performance Appraisal for a step raise is scheduled later during the training period, the evaluation will be completed by the supervisor the trainee reports to in the program.

SECTION 12 – LATERAL TRANSFERS

12.1 Definition: The movement of a regular status employee from a position within a department, or from a department to a regular position in another department in the same classification, is considered a lateral transfer.

12.2 Conditions: The following conditions must exist:

- A. An authorized position must be vacant, and the Department Director has determined that the vacancy within his/her department must be filled.
- B. 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 designee when a vacancy exists and will be considered prior to any other recruitment activity.
- C. Factors to be considered regarding a transfer will include, but not be limited to, related experience, job performance, and seniority with the District. If all other factors are substantially equal, seniority will prevail in the selection of the transferee.

12.3 Procedure: Whenever a District-authorized position becomes vacant and another position exists in the same classification, then the District shall:

- A. Post a lateral transfer job announcement for a period of five (5) working days, prior to any other notice to recruit and include the following information:
 - 1. Class description, positional duties, if appropriate.
 - 2. Job location.
 - 3. Department and division, supervisor, and hours at the time of position opening.
 - 4. Final filing date.
- B. The District shall notify an applicant within ten (10) working days after the final filing date regarding acceptance or denial of the transfer.
- C. When a lateral transfer opportunity is posted and not filled, the position shall be filled in accordance to Section 10 of this MOU.

SECTION 13 – SAFETY

13.1 District Safety Committee Membership: The District Safety Committee shall include four (4) members appointed by the Union. One appointee shall be from Operations/Plant Maintenance, the second appointee shall be from Operations/Plant Operations, the third appointee shall be from Operations/Collection System Operations, and the fourth appointee shall be either from the Engineering or Administrative Department.

13.2 Responsibility: Those employees represented by the Employees' Association, Local #1 and the District shall work towards maintaining a safe working environment in all the District's divisions and departments.

The District will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment and maintain a strong safety program whose aim is to prevent accidents and injuries.

13.3 Purpose: The District's ongoing safety program is directed at preparing employees to recognize unsafe conditions and to avoid them and how to work safely in the vicinity of potentially hazardous conditions when it is necessary.

13.4 Cooperation: The employee shall cooperate towards this common goal by participating in the various safety programs developed by the District.

13.5 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 action or work-related problems. In cases where an employee's use of alcohol or drugs that leads to disciplinary action or interferes with regular work duties, subject to the paragraph below, the District may offer the employee the option to hold in abeyance proposed disciplinary action and refer the employee for appropriate counseling or treatment. The District further agrees that an employee will not be dismissed for the conduct that led to his or her referral to treatment or counseling while actively participating in such treatment or counseling programs. As a condition of holding proposed disciplinary action in abeyance and allowing the employee to participate in counseling or treatment, the employee shall enter into an agreement with the District regarding the terms of the employee's participation and authorizing the professional treatment provider to release information to the District about the employee's status and participation.

The District shall provide an employee with the option to hold disciplinary action in abeyance and enter counseling or treatment only once during a ten year period. The ten (10) year period is measured from the date the employee signs an agreement with the District regarding participation in treatment or counseling. If, however, the District has reason to believe that the employee presents a clear and present danger to himself/herself, other workers, or the public, then the District need not provide the option to enter counseling or treatment even if the employee has not previously been offered that option in a ten (10) year period. The employee may use all available leaves, including vacation, sick leave and compensatory time, in order to allow the employee to participate in the program. In addition, the employee shall have the right to access Article IV, Section 2.6 of the M.O.U. towards the cost of any program.

SECTION 14 – TOOLS AND EQUIPMENT

14.1 Uniforms: The District furnishes work uniforms and laundering of them for certain operational personnel.

14.2 Lockers: The District shall provide two (2) lockers for most of those employees required to wear uniforms during his/her working hours. Lockers are District property and may be searched by management at any time without advance notice. If the locker is to be inspected and the employee is on the jobsite, the employee will be allowed to be present, and shall have the right to have Union representation when the locker is inspected. The District will be responsible for replacing damaged locks.

It is the employee's responsibility to secure his/her valuables. The District assumes no liability in the case of loss or theft.

14.3 Cars on District Business: When an employee is on District business requiring transportation, a District vehicle shall be used when practicable, with prior approval of the employee's supervisor. If a District vehicle is not available and the employee has the approval of his/her supervisor, he/she may use a privately owned vehicle and be compensated on a mileage basis. District cars are not to be used on private business.

Some employees whose work requires considerable driving and frequent call outs are assigned a District vehicle at the discretion of the General Manager. Employees who do not have personally assigned vehicles shall utilize the District vehicle pool or a privately owned vehicle.

Each employee who drives his/her personal vehicle to conduct District business must maintain automobile insurance. Each employee is held responsible for any traffic citations received.

14.4 Safety Shoes: 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 pair of safety shoes by the District from a District-designated supplier at a cost not to exceed \$230 per pair of

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safety shoes, plus replacement if shoes become unusable while performing District business. The safety shoe allowance will also cover the cost of safety shoe accessories such as laces, boot oil, etc., as needed.

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 respective Division Manager and then the employee on how to proceed with shoe replacement.

SECTION 15 – PROPERTY DAMAGE

15.1 Consideration for Replacement: The District discourages the use or display of personal property not required for the job by the employee at work. The District shall consider the replacement of damaged personal property on a case-by-case basis.

SECTION 16 – MILEAGE

16.1 Allowance: The District-wide mileage allowance for the use of personal vehicles on District business shall be paid as allowed by the Internal Revenue Service without tax consequences.

SECTION 17 – DRIVER'S LICENSE

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

In positions where possession of a valid California Driver's License is mandatory and an employee has his/her license revoked or suspended, the District may impose disciplinary action up to and including suspension, demotion, or termination. The District may consider reasonable accommodation options when practical for the duration of the employee's inability to perform duties, but not to exceed twelve (12) months.

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.

SECTION 18 – PEOPLE DEDUCTION

The District agrees to deduct voluntary contributions to the American Federation of State, County and Municipal Employee's International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee, upon receipt from the Union of an individual written authorization card, voluntarily executed by the employee.

The contribution amount will be certified to the District by the Union. Monies deducted shall be remitted to the Union within (10) days of the date they are deducted.

Payments shall be made to the Treasurer of PEOPLE and transmitted to:

AFSCME, AFL-CIO
P.O. Box 65334
Washington, D.C. 20035

The payment shall be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of each deduction. This list must be separate and apart from the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization at any time by giving written notice to the District and the Union. The District's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All People contributions shall be made as a deduction separate from the dues and Fair Share Fee deductions.

ARTICLE IV – BENEFIT PROVISIONS

SECTION 1 – EMPLOYEE BENEFITS

1.1 Health Plans: Current regular or probationary employees hired by the District shall be provided with health care options through CalPERS.

“Core Plans” –. 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.

1.2 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 \$400.00. Continuation of this program is subject to health plan carrier acceptance.

1.3 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.

1.4 Retiree Health and Welfare Benefits:

1.4.1 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.

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 Tier II Retiree Health benefits and Tier III Retiree Health Benefits, 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 II or Tier III Retiree Health 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 II Retiree Health Benefits: Employees hired after May 1, 1985 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 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, the District shall pay the full monthly premium cost of the Kaiser Permanente or Health Net SmartCare plan (the "Core Plans" for active employees) until they and their eligible dependents reach the age of 65.

At age 65, the District will pay 50% of the retiree's chosen Core Plan

Article IV – Benefit Provisions

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. 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, vision and dental plans with the exception that the District will only pay for the full cost of an eligible dependent's medical, vision and dental plan premiums until the eligible dependent's 65th birthday. At age 65, the District will pay 50% of a retiree's eligible dependent's core medical, vision and dental premiums.

Tier III Retiree Health Benefits: 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 and 50% of their vision premium. The District will also pay 50% of the core medical plan premium and vision 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. Eligible employees' qualified dependents (as defined by the plan provider) other than the employee's spouse or domestic partner who were covered as dependents at the time of retirement also shall be covered by medical, vision and dental plans with the exception that the employee shall pay for the full cost of an eligible dependent's medical and vision coverage and the District shall only pay the full cost of dental. At age 65, eligible dependents (spouse or domestic partner) shall pay the District 50% of the cost to the District for dental coverage. 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. Tier III retirees and dependents are ineligible for life insurance.

Article IV – Benefit Provisions

"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.

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 II and Tier III benefits as stated above. 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 (50 years).

Medicare: The medical coverage for retirees and their eligible dependents will be integrated with Medicare (Tier II and Tier III) at age 65. For Tier 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 65th 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.

Article IV – Benefit Provisions

1.5 Retirement: The District shall provide a retirement program for all employees covered under this M.O.U. which shall be administered through the Contra Costa County Employees Retirement Association (CCCERA).

Employees are responsible for paying the full share of the normal costs associated with the employee share as calculated by CCCERA.

1.6 Dental Plan: The District shall provide a dental care program for all employees covered under this M.O.U.

1.7 Disability Plan: The District shall provide a disability program for all employees covered under this M.O.U.

1.8 Term Life Insurance Plan: The District shall provide a term life insurance policy equal to two times the employee's annual salary at Step E to a maximum of \$50,000 for all employees covered under this MOU.

1.9 Deferred Compensation: The District shall offer a Deferred Compensation Plan which affords employees the opportunity to defer receipt of a portion of their salary for savings purposes, thus taking advantage of deferring payment of income tax until withdrawal. To participate, the employee may defer up to the amount allowed by law. Employee participation in the Deferred Compensation plan is voluntary.

1.10 Registration Differential: The Central Contra Costa Sanitary District shall grant salary merit increases to regular employees who achieve registration or license as Professional Engineer, Land Surveyor, Certified Management Accountant, or Certified Public Accountant in a position not requiring such registration or license. Such merit increase shall be subject to the employee's demonstration of ability to assist in the accomplishment of District activities requiring a level of skills and importance normally expected from a person with such certification. The salary merit increase shall be in the amount of a one step increase of the employee's basic salary. Employees shall be responsible for producing the evidence of qualification for such merit increase to their respective supervisors for consideration under this policy. The Supervisor shall, upon receipt of the employee's evidence of qualifications, review such evidence and if found to be affirmative, give written recommendation for a merit increase to the Department Director.

Article IV – Benefit Provisions

Upon review and concurrence by the Department Director, the recommendation shall be forwarded to the General Manager for his approval. If approved by the General Manager, the matter shall be presented to the Board of Directors for consideration.

1.11 Employee Assistance Program (E.A.P.): The District will provide an Employee Assistance Program for all employees covered by this M.O.U.

1.12 401(a) Money Purchase Plan: In lieu of paying Social Security, the District will contribute to the 401(a) Money Purchase Plan an amount equal to that which would have been contributed to Social Security on behalf of employees. If, during the term of this Memorandum of Understanding, the District is required by law to participate in Social Security, the District will cease contributing to the 401(a) Money Purchase Plan and will meet and confer on the change.

1.13 Cafeteria Plan: The District's Cafeteria Plan shall be available to all employees covered by this Memorandum of Understanding. The District shall contribute \$100 per month for each employee. The employee may elect to take the full contribution in cash.

SECTION 2 – VACATION

2.1 General: 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 Department Director 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 is shown in the following tables.

Once vacation leave or earned compensatory time is granted by the District, the leave may only be denied under emergency situations as determined by the Department Director.

If leave or earned compensatory time is requested to take place within thirty (30) calendar days of the request, the District shall grant or deny the leave within five (5) working days.

2.2 Vacation Earnings:

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.

Years of Service	Annual Vacation Allowance	Maximum Number of Vacation Days Which Can be Accumulated and Deferred
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

2.3 Use of Vacation Accumulation: All employees shall be afforded one calendar year from the anniversary date to use such extra vacation days to or below the permitted maximum limits.

2.4 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.

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

2.6 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

Article IV – Benefit Provisions

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.

2.7 Integration of Volunteer Pay: District employees who are volunteer police or fire fighters shall be allowed to integrate vacation pay with police or fire fighter pay for the period of time they are called to serve in a civil or state emergency.

SECTION 3 – HOLIDAYS

3.1 Holiday Schedule: There are thirteen (13) paid holidays.

- New Year's Day
(January 1)
- Veterans 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)

3.2 Weekend-Designated Holidays: If a designated holiday falls on a Saturday, the preceding work day not a holiday shall be deemed to be the holiday and if the holiday falls on a Sunday, the following work day not a holiday shall be deemed to be that holiday.

3.3 Holiday Compensation: All employees, with the exception of Temporary status 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 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.

Article IV – Benefit Provisions

Employees who are required or authorized to work on December 24 or December 31 shall be paid at the rate of time and one-half.

Employees who are required or authorized to work on the District observed holiday for December 24 and December 31 shall be paid at the rate of time and one-half.

SECTION 4 – LEAVES

4.1 Sick Leave: Regular or probationary employees 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 the 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.

4.2 Doctor's Release: If absence due to illness or injury exceeds five (5) working days, the District may, through the Human Resources Office, 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.

4.3 Notification: An employee must notify the immediate supervisor if calling in sick at the beginning of the employee's assigned work hours; if the immediate supervisor is unavailable, then the notification shall follow the chain of command.

4.4 Sick Leave Accumulation: Unused sick leave accumulates from one year to the next. There is no maximum limitation. The balance of unused accumulated sick leave is credited as longevity upon retirement.

Article IV – Benefit Provisions

4.5 Payment of Accumulated Sick Leave: The following schedule shall apply for any payment of accumulated sick leave:

Years of Service	Pay-off Credit at Termination	Pay-off Credit at Retirement
0 - 5 Years	0 Percent	0 Percent
5 - 10 Years	25 Percent	25 Percent
10 - 25 Years	25 Percent	35 Percent
25 and Over	25 Percent	40 Percent

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

Any cash out of sick leave accruals shall be deducted from an employee's sick leave accrual bank at time of retirement and only the remaining balance shall be reported to Contra Costa County Employees' Retirement Association (CCCERA) as retirement service credit.

The parties' intent in negotiating this provision in 2017 was to eliminate the employees' ability to cash-out 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 above 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.

However, the parties both believe that employees should have the ability to choose how to use their sick leave balances at the time of retirement, as long as it is consistent with IRS CODA requirements and CCCERA regulations and guidelines. Thus, should the IRS or CCCERA regulations or guidelines change to allow for this choice, the District agrees to meet and confer within 30 days of the changed law to discuss how to implement the potential change(s).

4.6 Work-Incurred Injuries: The District's policy for charging sick leave for work-incurred injuries or illness 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 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 for work-related injury doctor and/or physical therapy appointments which shall include thirty (30) minutes of drive time, each way, to and from the appointment

The day the injury or illness occurred is considered to be the first day of the three-day waiting period required by State Compensation and the District Salary Continuance Plan.

4.7 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 percent (70%) 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 Salary Continuance Plan will commence on the fourth day after the disabled employee leaves work as a result of the injury or illness after a three-day waiting period. 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 three-day waiting period.

4.8 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. If the employee does not have sufficient vacation time or earned overtime available, he/she may use up to three days of leave without pay, with Department Director approval. For purposes of this section, "Immediate Family" consists of the following persons; mother, father, husband, wife, brother, sister, son, daughter, in-laws, grandparents, or registered domestic partners. Verification may be required.

4.9 Jury Duty: If an employee reports for jury duty, he/she may take the time off with pay and not take any monies from the court (not including mileage allowance or meal expense). Mileage allowances shall be kept by the employee under any circumstances. Shift workers summoned for jury duty shall be rescheduled to avoid serving on jury duty during the day and working at night on the same day.

4.10 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.).

4.11 Pregnancy Disability: For the purposes of State Disability Insurance, Pregnancy Disability Leave is effective the first date the employee is disabled, 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 District will require verification from the employee's physician.

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 the approval of the Department Director.

4.12 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.

Article IV – Benefit Provisions

However, all other rights, privileges, and benefits of employment are suspended until the employee's return to active employment.

4.13 Court/Witness 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 M.O.U.;
 - 2. Responding to a subpoena or notice of deposition except as noted below in Section 4.13.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.

4.14 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 or medical leave.

4.15 Birthday Leave: Each employee covered by this agreement shall receive a paid leave day for their birthday. This day shall be taken during the same calendar month of, or the next calendar month after, the employee's birthday on a date mutually agreed upon by the

Article IV – Benefit Provisions

employee and the supervisor. If this day is not used during the month of or the month after the employee's birthday, it is lost. Under no circumstances will the employee receive any premium, holiday pay, or additional compensation for working on their birthday. Nothing involving the date selected or the method of selection shall be subject to the grievance provisions of the Memorandum of Understanding.

SECTION 5 – MEAL ALLOWANCE

5.1 Stand-By: Employees other than Operations personnel who are on paid stand-by and called in will receive a 60-minute paid meal break at/or after four (4) hours' overtime work, but not meal allowance.

5.2 Call-In Not On Stand-By: 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 work. In addition, they will receive a \$18.00 meal allowance. Operations personnel will receive the meal allowance, but not the paid meal break.

5.3 Unscheduled Hold-Over: Employees other than Operations personnel who are held over on shift will receive a paid 60-minute meal period plus a \$18.00 meal allowance at/or after four (4) hours' overtime work. Operations personnel will receive the meal allowance, but not the paid meal break.

5.4 Scheduled Overtime: Employees who are on scheduled Overtime who are not hold-overs will receive neither a meal allowance nor a paid meal period. A minimum of twenty-four hours' notice to work overtime shall constitute scheduled overtime.

5.5 Common to All: 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 a meal allowance of \$18.00. 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.

SECTION 6 – TRAINING

6.1 Training and Development Policy: It is the goal of the Central Contra Costa Sanitary District to carry out its responsibilities with the

Article IV – Benefit Provisions

best possible balance of effectiveness and economy. This goal can best be accomplished by helping its employees develop the skills, knowledge, and understanding to perform essential tasks.

The development of the skills, knowledge, and understanding is the responsibility of each employee and will be supported by the District through a flexible program of employee training and development.

This program will include, but not be limited to, education tuition reimbursement, seminars, conferences, training sessions, and on-the-job training.

6.2 Education-Tuition Refund Policy: The District will reimburse employees (with the exception of those in a temporary status or on a L.O.A.) desiring to further their education for the purpose of improving their on-the-job-performance. Approval will be given for courses within the scope of the employee's employment field and District job responsibilities, and for training for higher positions within the job family. 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 \$2,000. 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. The District will notify employees in February of each year of the March 15 deadline.

ARTICLE V – CONCLUDING PROVISIONS

SECTION 1 – SAVINGS

1.1 Invalidation: 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.

In the event of invalidation of any section of this Memorandum of Understanding, the parties agree to meet and confer within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such section.

SECTION 2 – APPLICATION

2.1 Waiver: This Memorandum of Understanding states all agreements between the District and those employees represented by the Union and constitutes a clear and unequivocal waiver of any benefit or privilege not specifically stated in this Memorandum of Understanding.

2.2 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 are not a part of this Agreement, the District agrees to meet and confer before taking such action.

SECTION 3 – TERM

3.1 Length of Agreement: This Memorandum of Understanding shall remain in full force and effect from April 18, 2022, through April 17, 2027.

SECTION 4 – DISTRIBUTION OF AGREEMENT

4.1 Shared Cost: Following ratification of this Agreement by both parties herein, said parties shall share equally the cost of preparing and distributing a sufficient number of copies to all members of the bargaining units and designated management personnel. Additionally, the District shall distribute a copy of this Agreement to all new employees covered by the Memorandum of Understanding.

SECTION 5 – SIGNATURES TO AGREEMENT

5.1 Signatures: Signed and entered into this 18th day of April, 2022, subject to the approval of the respective parties.

For Central Contra Costa Sanitary District:

_____ Molly Kaban _____
Molly Kaban

_____ Teji O'Malley _____
Teji O'Malley

_____ Phil Leiber _____
Phil Leiber

**For Employee's Association, Public Employees Union,
Local One:**

_____ [Signature] _____
[Signature] Vigil

_____ Winston Ingram _____
Winston Ingram

_____ Adib Musawwir _____
Adib Musawwir

_____ Colleen Henry _____
Colleen Henry

_____ [Signature] _____
[Signature] Szmidt

_____ Kathleen Rodriguez _____
Kathleen Rodriguez

SIDE LETTER AGREEMENT

Between

Central Contra Costa County Sanitary District

And

AFSCME/Public Employees Union, Local #1

June 27, 2023

Article IV, Section 1.1-Health Plans

As agreed upon in the MOU between the Central Contra Costa Sanitary District (District) and AFSCME/Public Employees Union, Local #1 (Local #1) dated April 18, 2022 through April 17, 2027, the District was obligated to meet and confer if the two designated core medical plans (Kaiser and Health Net SmartCare) were no longer offered by CalPERS.

Effective January 1, 2024, CalPERS will no longer offer the Health Net SmartCare medical plan. The parties have met and conferred and agreed that the Anthem Blue Cross Traditional HMO medical plan will replace the Health Net SmartCare medical plan as one of the two core plans effective January 1, 2024 for the remaining term of this MOU.

The parties further agreed that should CalPERS not offer either of the two newly designated core plans (Kaiser and Anthem Blue Cross Traditional HMO) the parties will meet and confer to determine which plans will be designated as core plans.

For the District:

A handwritten signature in blue ink, appearing to be "Dan O'Neil", written over the text "For the District:".

For AFSCME/PEU, Local #1:

A handwritten signature in blue ink, appearing to be "Kathleen Grayson", written over the text "For AFSCME/PEU, Local #1:".

SIDE LETTER AGREEMENT

Between

Central Contra Costa County Sanitary District

And

AFSCME/Public Employees Union, Local #1

August 28, 2023

Article IV, Section 3. - Holidays

On July 20, 2023, Central San's Board of Directors voted to recognize Juneteenth as an officially observed District holiday. As such, MOU Article IV, Section 3.1 - Holiday Schedule, will be amended to add Juneteenth (June 19th) to the list of holidays. The holiday will be observed beginning June 19, 2024. The number of paid District holidays will increase from thirteen (13) to fourteen (14). All other provisions of Section 3 as currently written will apply.

For the District:

Teji O'Malley

For AFSCME/PEU, Local #1:

Winston Ingram

SIDE LETTER AGREEMENT

Between

Central Contra Costa County Sanitary District

And

AFSCME/Public Employees Union, Local #1

February 22, 2024

Central Contra Costa County Sanitary District (District) and AFSCME/Public Employees Union, Local #1 (Local 1) met and conferred on several occasions between August 2023 and January 2024 with the purpose of creating a Limited Duration Position Program (LDPP). The intent of this program is to create positions that augment regular District staff to accomplish work but only that of a limited and specific nature.

The following parameters were agreed upon by the District and the Union:

- Incumbents filling these positions will have the option to be Local 1 members as outlined in Article III, Section 1 – Union Membership and Dues Checkoff of the Memorandum of Understanding (MOU).
- The incumbents will receive all benefits outlined in Article IV – Benefit Provisions of the MOU with the exception of Section 1.4-Retiree Health and Welfare Benefits and Section 1.10-Registration Differential.
- The incumbents in these positions will receive the same merit increases as outlined in Article II, Section 1.1-Merit Increases, and general increases as outlined in Article II, Section 1.4-General Increases.
- The positions will have the same title as current District classifications with the designation of "Limited Duration". The positions will be reflected in this manner of the District's organizational chart.
- In the case of a layoff, these positions would be first in the order of layoffs.
- The District will articulate, in writing, the anticipated timeframe and scope of the work for every position to the bargaining unit.
- Once an incumbent has completed one limited duration position, they will be required to serve a 90-day cooling off period before they are eligible to be considered for another limited duration position.
- No position shall exceed a five-year term.

- The number of positions at any given time will be capped at no more than 5% of the District's full-time equivalent (FTE) count and no more than 10% of Local 1's membership count.
- Vacant permanent positions in the same classification as the requested limited duration position within a workgroup must be filled by a regular, permanent employee before the addition of a limited duration position will be approved.
- Incumbents in these positions may provide direction and assign work to employees if it relates to their area of responsibility. However, they will not be the supervisor of record for permanent staff and will not conduct performance evaluations or be responsible for any disciplinary action.
- Regular, permanent staff may compete for a limited duration position via the District's recruitment process. If offered the position, the employee shall return to their previously held regular, permanent position upon the completion of the limited duration position with the same terms and conditions. If a Local #1 represented employee fills a Local #1 designated limited duration position, all provisions of the Local #1 MOU shall apply and seniority shall remain intact.
- Except for those provisions specifically mentioned in this side letter, no other provisions of the MOU will apply to these positions or the incumbents filling these positions.

For the District:

For AFSCME/PEU, Local #1:

Teji O'Malley

Winston Ingram

Teji O'Malley
Human Resources and
Organization Development Manager

Winston Ingram
Union President

SIDE LETTER AGREEMENT

Between

Central Contra Costa County Sanitary District

And

AFSCME/Public Employees Union, Local 1

April 4, 2024

Article II – Salary Provisions, Section 1.4 General Increases

The District and Local 1 has met and conferred on March 25, 2024, regarding MOU Article II – Salary Provisions, Section 1.4 General Increases. As a result, the following change has been agreed upon:

- The District has agreed to grant a 3.75% general increase effective April 18, 2024, as opposed to the 2.40% increase (as determined by the current Consumer Price Index) that is agreed upon in the current language. The purpose of the increase is to help offset the gap between the 2023 general adjustment (3.75%) and the rate of inflation for that year (5.30%).
- This change will only apply to the general increase granted effective April 18, 2024. All future general increases will be granted in accordance with the current language in Article II – Salary Provisions, Section 1.4 General Increases.

For the District:

For AFSCME/PEU, Local #1:

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Human Resources and
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Union President

SIDE LETTER AGREEMENT

Between

Central Contra Costa County Sanitary District

And

AFSCME/Public Employees Union, Local #1

November 21, 2024

Subject to the provisions outlined in this section, employees elected or appointed to Union office or selected by the Union to participate in activities that take them from their assigned work with the District, shall, at the request of the Union, be granted leave, provided that the effected work unit will not be unduly impaired by such absence. While such employees are on Union Leave, they will remain on the District payroll with a continuation of all rights and benefits.

“Union Leave” shall not replace or act as a substitute; for any provision of Chapter 4.24- Employer-Employee Relations” of the Central Contra Costa Sanitary District Code.

Selection

The Union may select up to four (4) District employees for Union Leave release time of up to eighty (80) hours per employee, per year, provided that such employee(s) are serving as bargaining unit elected or appointed representatives or officers and/or an elected or appointed role within an AFSCME/Local 1 affiliate. Further, an additional one-hundred, sixty (160) hours of leave time will be provided which the Union may split amongst the four (4) designated employees as the Union sees fit. An employee may only use a maximum of forty (40) hours of leave per month.

In addition, the Union may select up to eight (8) District employees, provided that such employee(s) are serving as bargaining unit representatives and/or stewards for Union Leave release time of up to forty (40) hours per employee, per year.

Notification

Employees selected for Union Leave shall submit a request for Union Leave release to the appropriate supervisor in the same manner used for District-paid employee leave. Employees will

provide as much notice as possible, with a minimum of ten (10) workdays before the effective date of the leave. The supervisor of the requesting employee may waive these notification requirements at her/his discretion. Requests for Union Leave shall not be unreasonably denied.

Compensation and Benefits

Employees on Union Leave shall suffer no loss of compensation, benefits, retirement fund contributions, or service credit, and shall be required to report Union Leave on their timesheet in an established employee relations account.

Reimbursement

Except by mutual agreement of the District and the Union for any specific event, the Union agrees to reimburse the District for the full amount of the affected employee's compensation including all benefit costs for all the time the employee is on Union Leave. Reimbursement to the District by the Union shall be made within forty-five (45) days from the date in which the invoice or request for reimbursement has been received. The parties agree to make good faith effort to resolve any disputes over invoices or payment.

Return to work at the District

At the conclusion or termination of leave granted under this section, District employees shall have a right of reinstatement to the same position and work location held prior to the leave, or, if not feasible, a substantially similar position without loss of seniority, rank, or classification.

Workers Compensation/Disability

Employees on Union Leave under this provision and AFSCME/Local 1 waive any and all claims against the District for Workers' Compensation and Industrial Disability Leave. In the event an employee on Union Leave, as stated above, files a workers' compensation claim against the District, for an injury or injuries sustained while on Union Leave, AFSCME/Local 1 agrees to indemnify and hold harmless the District from both workers' compensation liability, and any costs of legal defense incurred as a result of the filing of the claim.

For the District:

For AFSCME/PEU, Local #1:

Teji O'Malley

Winston Ingram

Teji O'Malley
Human Resources and
Organization Development Manager

Winston Ingram
Union President

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