
MEMORANDUM

of

UNDERSTANDING

*between
the*



**Central Contra Costa
Sanitary District**

And the



**Employees' Association,
Public Employees Union, Local #1**

April 18, 2012
through
December 17, 2017

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

TABLE OF CONTENTS

ARTICLE I – INTRODUCTORY PROVISIONS 1

SECTION 1 – RECOGNITION AND COVERAGE..... 1

 1.1 Exclusive Representation..... 1

SECTION 2 – MANAGEMENT AND UNION RIGHTS 1

 2.1 Union Rights..... 1

 2.2 District Rights 1

 2.3 Title IV of District Code..... 2

SECTION 3 – NONDISCRIMINATION 2

 3.1 Nondiscrimination 2

 3.2 Compliance with the Americans with Disabilities Act (ADA)..... 2

 3.3 Lactation Accommodation 2

ARTICLE II – SALARY PROVISIONS 3

SECTION 1 – SALARY 3

 1.1 Merit Increases..... 3

 1.2 Certification 3

 1.3 Paycheck Distribution..... 3

 1.4 General Increases 3

 1.5 Out-Of-Class Pay 4

 1.6 Terminal Compensation 4

SECTION 2 – LONGEVITY COMPENSATION 4

 2.1 Career Service Pay 4

SECTION 3 – SHIFT DIFFERENTIALS..... 4

 3.1 Work Week..... 4

 3.2 Night Shift Differential..... 5

 3.3 Swing Shift Differential 5

SECTION 4 – OVERTIME 5

 4.1 Rate..... 5

 4.2 Accumulation..... 5

 4.3 Holiday Compensatory Time 5

SECTION 5 – STAND-BY AND CALL- OUT TIME	6
5.1 General.....	6
5.2 Stand-By Pay.....	6
5.3 Call-Out Period.....	6
5.4 Call-Out Pay	6
5.5 Consecutive Call-Outs.....	6
5.6 Conversion of Stand-By Pay	7

SECTION 6 – CLASSIFICATION REQUIRING CERTIFICATION, REGISTRATION, OR LICENSE	7
6.1 General.....	7
6.2 Class A/Class B Driver's License	7

ARTICLE III – MISCELLANEOUS PROVISIONS..... 8

SECTION 1 – MAINTENANCE OF MEMBERSHIP, AGENCY SHOP, DUES CHECKOFF	8
1.1 Application	8
1.2 Exclusions	8
1.3 Union Responsibility.....	8
1.4 Method Of Payment.....	8
1.5 Failure to Comply	9
1.6 District Responsibility	9

SECTION 2 – GRIEVANCE PROCEDURE	9
2.1 General	9
2.2 Self Representation	9
2.3 Matters Subject To Grievance.....	9
2.4 Matters Not Subject To Grievance	9
2.5 Procedure	10
2.6 Miscellaneous Provisions	11
2.7 Group Grievances	11
2.8 Employee-Processed Grievance	12
2.9 Grievance Witnesses	12
2.10 Grievance Processing During Regular Working Hours.....	12
2.11 Separate Grievance File.....	12

SECTION 3 – DISCIPLINARY PROCEDURE	12
3.1 Disciplinary Action	12
3.2 Dismissal of an Employee	15
3.3 Fair and Impartial Hearing for Disciplinary Action and Dismissal of Employees	17
3.4 Appeal	18
SECTION 4 – HOURS OF WORK.....	18
4.1 Regular Work Week	18
4.2 Alternative Work Schedules	19
SECTION 5 – TEMPORARY EMPLOYEES	19
5.1 Appointment Limitation.....	19
SECTION 6 – APPOINTMENT OF RELATIVES	19
6.1 Officials.....	19
6.2 Restrictions.....	19
6.3 Definition	19
6.4 Application.....	19
SECTION 7 – EMPLOYEE RECLASSIFICATION REQUESTS	20
7.1 Procedure.....	20
SECTION 8 – LAYOFF	20
8.1 Provisions.....	20
SECTION 9 – PROMOTIONAL OPPORTUNITIES.....	20
9.1 General.....	20
9.2 Eligible Classifications.....	21
9.3 Failure to Pass Examination.....	21
9.4 Recommendation for Advancement	21
9.5 Salary Increase.....	22
9.6 Advancement to II Level.....	22
9.7 Advancement to III Level.....	22
9.8 Absence of Qualified Employees	23
SECTION 10 – EXAMINATION PROCEDURES	23
10.1 Open/Promotional Opportunities	23

SECTION 11 – TRAINEE PROGRAM	23
11.1 Eligible Classifications	23
11.2 Pre-Qualifications	24
11.3 Selection.....	24
11.4 Promotion	24
11.5 Salary	25
SECTION 12 –LATERAL TRANSFERS.....	25
12.1 Definition	25
12.2 Conditions	26
12.3 Procedure.....	26
SECTION 13 – SAFETY	27
13.1 District Safety Committee Membership	27
13.2 Responsibility	27
13.3 Purpose	27
13.4 Cooperation.....	27
13.5 Substance Abuse	27
SECTION 14 – TOOLS AND EQUIPMENT	28
14.1 Uniforms	28
14.2 Lockers.....	28
14.3 Cars On District Business	28
14.4 Safety Shoes	29
SECTION 15 –PROPERTY DAMAGE	29
15.1 Consideration For Replacement.....	29
SECTION 16 –MILEAGE	29
16.1 Allowance	29
SECTION 17 –DRIVER'S LICENSE	29
ARTICLE IV – BENEFIT PROVISIONS.....	31
SECTION 1 – EMPLOYEE BENEFITS.....	31
1.1 Health Plans	31
1.2 Dual Health Coverage	31
1.3 Benefits	31
1.4 Retirement.....	31
1.5 Dental Plan	32
1.6 Eye Care Plan	32
1.7 Disability Plan.....	32
1.8 Term Life Insurance Plan	32
1.9 Deferred Compensation	32

1.10	Continuance of Benefit Plan	33
	Tier I.....	33
	Tier II.....	33
	Tier III.....	33
	Miscellaneous.....	34
1.11	Registration Differential	35
1.12	Employee Assistance Program (E.A.P.).....	35
1.13	401(a) Money Purchase Plan.....	35
1.14	Cafeteria Plan.....	36
SECTION 2	– VACATION.....	36
2.1	General.....	36
2.2	Vacation Earnings	37
2.3	Use of Vacation Accumulation	37
2.4	Accrual Credit.....	37
2.5	Termination.....	38
2.6	Payment of Accumulated Vacation Time	38
2.7	Integration Of Volunteer Pay	38
SECTION 3	– HOLIDAYS.....	39
3.1	Holiday Schedule	39
3.2	Weekend-Designated Holidays	39
3.3	Holiday Compensation	39
SECTION 4	– LEAVES	40
4.1	Sick Leave	40
4.2	Doctor's Release	40
4.3	Notification.....	40
4.4	Sick Leave Accumulation	40
4.5	Sick Leave Incentive Benefit	40
4.6	Work-Incurred Injuries	41
4.7	Salary Continuance Plan.....	41
4.8	Death In Family	42
4.9	Jury Duty	42
4.10	Military Leave	42
4.11	Pregnancy Disability.....	42
4.12	Leave of Absence Without Pay	43
4.13	Court/Witness Appearances.....	43
4.14	Family And Medical Leave	44
4.15	Birthdays Leave.....	44
SECTION 5	– MEAL ALLOWANCE.....	44
5.1	Stand-By.....	44
5.2	Call-In Not On Stand-By.....	44
5.3	Unscheduled Hold-Over	44

5.4	Scheduled Overtime.....	44
5.5	Common To All.....	44
SECTION 6 – TRAINING		45
6.1	Training And Development Policy	45
6.2	Education-Tuition Refund Policy	45
ARTICLE V – CONCLUDING PROVISIONS.....		46
SECTION 1 – SAVINGS		46
1.1	Invalidation	46
SECTION 2 – APPLICATION		46
2.1	Waiver	46
2.2	Practices.....	46
SECTION 3 – TERM.....		46
3.1	Length of Agreement.....	46
SECTION 4 – DISTRIBUTION OF AGREEMENT.....		46
4.1	Shared Cost	46
SECTION 5 – SIGNATURES TO AGREEMENT.....		47
5.1	Signatures	47

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, 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 Central Contra Costa Sanitary District Employees' Association, Public Employees Union, Local #1 is the exclusive recognized representative of all employees of the District except Management and Management Support/Confidential employees.

It is also recognized that the District and duly appointed representatives of the Association 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 Local #1. Upon Local #1's written request, the District will provide this information to Local #1 for any employee who has given his or her authorization to do so. The District only shall be required to release this information to Local #1 once per calendar year.

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, color, creed, national origin, sex, disability, religion, or political beliefs.

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 pay period from the 18th to the 17th of each month. The District shall distribute paychecks on the last regular District working day of each month. However, if the employee so elects, distribution may take place at the employee's written request by direct deposit to any financial institution accepting electronic transfer from the Federal Reserve Bank.

1.4 General Increases: Effective April 18, 2012, April 18, 2013, April 18, 2014, April 18, 2015, April 18, 2016, and April 18, 2017, 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, with a maximum of 5%. An additional 1% wage increase will be added to the CPI adjustment for the term of the MOU.

The payment of the first wage increase back to April 18, 2012 shall only apply to employees still employed at the time the Board approves this MOU and shall not impact any District obligation with respect to incentive pays, overtime, cash-outs or other types of compensation other than wage already provided by the District prior to Board approval.

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.

SECTION 2 – LONGEVITY COMPENSATION

2.1 Career Service Pay: A two and one-half (2.5%) percent career service pay increase will be granted to employees after ten (10) years of employment with the District.

For current employees as of the Board's approval of this MOU, 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.

The 20 year longevity increase shall be applied retroactive to April 18, 2012 to qualifying employees who still are employed at the time this MOU is approved.

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.

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.

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 a person terminates employment with the District before having used up his/her Holiday Compensatory Time, he/she shall be paid for it. Effective on or after January 1, 2013, 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 department.

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, 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 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.) 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 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. 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: Employees in any classification requiring certification, registration, or license must obtain said license, registration, or certification within one year of hire date or date of promotion or be subject to termination or demotion at the end of one year.

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

ARTICLE III – MISCELLANEOUS PROVISIONS

SECTION 1 – MAINTENANCE OF MEMBERSHIP, AGENCY SHOP, DUES CHECKOFF

1.1 Application: Any current employee who is subject to the provisions of this M.O.U. and who is a member of Local #1 as of June 15, 1982, or any employee who joins Local #1 during the life of this M.O.U. shall maintain such membership or, in lieu thereof, pay to Local #1 an agency fee equal to the monthly dues for the duration of this agreement. Any new employee who is hired on or after July 1, 1982, and subject to the provisions of this M.O.U., shall as a condition of continued employment either become a member of Local #1 and pay the initiation fee and dues or assessments uniformly required for acquiring and maintaining membership in Local #1 or, in lieu thereof, pay to Local #1 an agency fee in the amount of the initiation fee and dues as specified above. This obligation shall not commence until after the employee has completed thirty (30) days of employment.

1.2 Exclusions: Any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objection to joining or financially supporting a public employee organization shall not be required to join or financially support Local #1. Those employees may, in lieu of dues, initiation fees, assessments or agency fees, pay sums equal to such dues, initiation fees, assessments or agency fees to a non-religious non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The employee shall be required to verify to the Union such payments on a regular basis.

1.3 Union Responsibility: Local #1 shall indemnify and save the District harmless from any cost or liability resulting from any and all claims, demands, suits, or any other action arising from the operation of this provision, including the costs of defending against any such actions or claims. Local #1 agrees to refund to the District any amount paid to it in error.

1.4 Method Of Payment: The District agrees to deduct, on a monthly basis, the periodic membership dues, assessments or agency fees from the paycheck of each employee who voluntarily executes and delivers to the District a valid dues check-off authorization form approved by the District and the Union. The District further agrees to remit such monies to the Union not later than the fifteenth day of each month.

Any employee who is required, as a condition of continued employment, to either join Local #1 or pay the agency fee, and who elects not to have such amounts paid by payroll deduction shall individually be responsible for remitting such sums directly to Local #1.

1.5 Failure to Comply: After thirty (30) days of employment and upon written notice from the Union of an individual's failure to comply with the requirements of this provision, such individual shall be notified by the District that his/her employment will be terminated within thirty (30) days of such notification if, by the end of the thirty (30) day period, the Union notifies the District that the requirement has not been met.

1.6 District Responsibility: All new employees shall be advised of their obligation under this provision upon their employment by the District and the District shall at that time provide payroll deduction authorization forms for the deduction of an initiation fee, dues, or agency fee equivalent pursuant to this Section.

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. A meeting shall be arranged by the Department Director within five (5) working days of receipt of the written grievance. The grievance shall be discussed with the grievant and pertinent facts brought to light. The Department Director shall respond, in writing, within fifteen (15) working days after the final meeting rendering the decision.

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

Step Three

In the event such differences are not settled at Step Two and the grievant desires the grievance to be considered further, it shall be presented, in writing, within 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.

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
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 discussion records shall remain a part of the employee's personnel file for a period of three (3) years assuming no continuation of similar offense. 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. Negative evaluations 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 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 five (5) 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.
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 five (5) working days prior to the effective date. This notice shall be prepared by the employee's Department Director after consultation with the Human Resources Manager and shall contain the following:

1. A description of the proposed action and its effective date and the ordinance(s), regulation(s), or rule(s) violated.
2. A statement of the acts or omissions upon which the action is based.
3. A statement that a copy of any available materials upon which the action is based is attached. This does not preclude either party from utilizing additional information if the matter should be appealed to the Board. However, this additional material shall be 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 the Director of Administration 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 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.

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 including temporary employees.

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.

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 – PROMOTIONAL OPPORTUNITIES

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.

The District's Personnel Advancement Policy and Procedure provides employees in positions within designated job families the opportunity to promote to a higher class, without normal recruitment, upon meeting specified performance and testing criteria. The Policy provides flexibly staffed positions from the "I" level to the "II" level. In some cases where the "III" level position within a job family is non-supervisory, this program provides employees who meet the specified performance and testing criteria to advance to the specified third level if an opening occurs at that level.

9.2 Eligible Classifications: Positions included in the Personnel Advancement Policy and Procedure are:

- Accounting Technician I to II to III
- Buyer to Senior Buyer (non-supervisory)
- Construction Equipment Operator to Maintenance Crew Leader
- Engineering Assistant I to II to III
- Engineering Technician I to II to III (non-supervisory)
- Environmental Compliance Inspector I to II
- Graphics Technician I to II to III
- 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 Electrical Technician (non-supervisory)
- Maintenance Technician I to II to Instrument Technician (non-supervisory)
- Maintenance Technician I to Maintenance Technician II, Machinist to Machinist (non-supervisory)
- Maintenance Technician I to II to III, Mechanical (non-supervisory)
- Materials Coordinator to Senior Materials Coordinator (non-supervisory)
- Plant Operator I to II to III
- Pumping Stations Operator I to II to III
- Utility Worker to Maintenance Crew Leader

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 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 II Level: Entry level employees may be advanced to the journey level position (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.
- 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 III Level: Second level employees may advance to the third level if the following conditions exist:

- A. The position is noted under II above (Section 9.6).
- B. The employee has been in a second level position for a minimum of 12 months.
- C. 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.
- D. 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.

- E. There must exist an open position in the third level:
 - 1. An employee in the third level vacating the position, or
 - 2. The Board of Directors authorizing a new position at the third level.
- F. 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 Absence of Qualified Employees: If there are no employees at the II level who qualify for an opening at the III level, 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 included in the Personnel Advancement Policy, employees may compete on an open/promotional basis. Employees must meet the minimum qualifications of the open position to apply.

At the conclusion of the recruitment and testing process, an eligibility list of candidates will be prepared. A District manager or his/her designated representative will interview and select from the candidates on the eligibility list in the following manner: the four highest ranking regular District employees shall be interviewed and any outside candidates who place among the top four candidates on the eligibility list shall be interviewed.

The top four (4) internal applicants shall be invited to final selection interview. No external applicant shall be interviewed for final selection unless he/she scores in the top four of all applicants.

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 in their first year of District employment, and who submit applications to the Human Resources Office will be interviewed by the Department Director 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.
- D. The General Manager approves the transfer.

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 with District Ordinance Code, Chapter 4. If a promotional examination is deemed appropriate, the examination posting period will be reduced so that the total time period for the posting of the lateral and promotional examination shall not exceed three (3) weeks.

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 \$200 per pair of safety shoes, plus replacement if shoes become unusable while performing District business.

Safety shoes requiring replacement shall be turned in to the employee's immediate supervisor who makes the appropriate determination as to their replacement and notifies the 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

Article III – Miscellaneous Provisions

including suspension, demotion, or termination. The District will consider reasonable accommodation options when practical for the duration of the employee's inability to perform duties, but not to exceed twelve (12) months. Discipline may be imposed only if reasonable accommodation options have been exhausted.

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.

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 a choice of three health plans. As of July 1, 2009 those plans are Kaiser, Health Net HMO, and Health Net PPO. The premium cost of the plans shall be borne by the District. However, employees hired after June 30, 2009 who select the PPO plan shall pay through payroll deduction the difference in premiums between the PPO plan and the highest cost HMO plan. Effective July 1, 2013, all employees who select the PPO plan shall pay through payroll deduction the difference in premiums between the PPO plan and the highest cost HMO plan.

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 Retirement: The District shall provide a retirement program for all employees covered under this M.O.U. District employees who were members of the Retirement Association on or prior to March 1, 1973, and who have vested thirty (30) years service in the Retirement Plan are not required to make any further contributions to the Retirement Plan.

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

Employees will continue to contribute to the employee cost-of-living (COL) share of the retirement system as required by the Contra Costa County Employees Retirement Association (CCCERA). In addition, effective April 18, 2012, employees shall contribute 1.25% of

pensionable compensation toward the employee pension rate. The payment of the first 1.25% of pensionable compensation toward the employee contribution rate of their pension back to April 18, 2012 shall apply only to employees still employed at the time the Board approves this MOU and shall not apply to any District payments with respect to incentive pays, overtime, cash-outs, or other types of pay or compensation other than wage already provided by the District prior to Board approval.

Effective April 18, 2014, employees shall contribute an additional 1.25% (for a total of 2.5%) of pensionable compensation toward the employee pension rate.

Effective April 18, 2015, employees shall contribute an additional 1.25% (for a total of 3.75%) of pensionable compensation toward the employee pension rate.

Effective April 18, 2016, employees shall contribute an additional 1.25% (for a total of 5.0%) of pensionable compensation toward the employee pension rate.

Effective April 18, 2017, employees shall pay the entire employee pension rate toward their pension based on their age at time of hire as calculated and determined by CCCERA unless a prior year contribution obligation already brought employee to the full employee share.

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

1.6 Eye Care Plan: The District health plans each provide a vision/optical plan for their enrollees. The programs vary depending on the health plan. Employees who waive health plan coverage also waive vision/optical coverage.

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

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

Tier II: Employees hired after May 1, 1985 will be covered by medical and dental plans when they retire from District employment, provided that they meet the “Rule of 65.” Under the “Rule of 65” an employee’s age plus years of service with the District at the time of retirement must total 65, with a minimum requirement that the employee must be at least age 50 and have at least ten (10) years of continuous service with the District at the time of retirement. The District shall only pay for the full cost of an eligible retired employee’s medical and dental plan premiums until the retired employee’s 65th birthday. At age 65, the retired employee shall pay the District fifty percent (50%) of the cost to the District for the employee’s medical and dental coverage. Eligible employees shall be provided with reduced life insurance (\$10,000) when they retire from District employment. Eligible employees’ qualified dependents (as defined by the plan provider) who were covered as dependents at the time of retirement also shall be covered by medical and dental plans with the exception that the District shall only pay for the full cost of an eligible dependent’s medical and dental plan premiums until the eligible dependent’s 65th birthday. At age 65, the eligible dependent shall pay the District fifty percent (50%) of the cost to the District for the eligible dependent’s medical and dental coverage.

Tier III: Employees hired after June 30, 2009 shall be covered by medical and dental plans when they retire from District employment provided that they meet the “Rule of 70.” Under the “Rule of 70,” an employee’s age plus years of service with the District at the time of

retirement must total 70, with a minimum requirement that the employee must be at least age 55 and have at least ten (10) years of continuous service with the District at the time of retirement. For those employees hired on or after June 30, 2009, the District shall only pay fifty (50%) percent of the premium cost for the lowest cost medical plan for the retiree and spouse, and one-hundred (100%) percent of the premium cost for dental for the retiree and spouse until the employee's 65th birthday. At age 65, the retired employee shall pay the District fifty percent (50%) of the cost to the District for the retired employee's dental coverage. 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 and dental plans with the exception that the employee shall pay the full cost of medical coverage for those dependents and the District shall only pay the full cost of dental. At age 65, eligible dependents (spouse or domestic partner) shall pay the District fifty percent (50%) of the cost to the District for dental coverage. For Tier III employees hired on or after April 18, 2013, the District shall pay only fifty percent (50%) of the premium cost for the lowest cost dental plan for the retiree and spouse. Tier III retirees and dependents are ineligible for life insurance.

Miscellaneous: At the time of an eligible employee's retirement, all qualified dependents (as defined by the plan provider) who already were dependents at the time of retirement, shall continue to be covered by the District's medical and dental plans in accordance with the Tier I and Tier II 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).

The medical coverage for eligible retirees after age 65 will be integrated with Medicare for all eligible retirees regardless of whether they were hired before or after May 1, 1985 and eligible dependents upon their 65th birthday. If the retiree's/dependent's health plan requires enrollment at age 65 in Medicare Part B, the retiree and/or dependent shall be responsible for paying the Medicare premiums. For Tier I and II retirees, upon submission of evidence of payment to Medicare, the District will reimburse the retiree and/or dependent for the cost of the Medicare 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 shall not reimburse any Medicare premiums.

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

1.11 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.

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.

The District Board of Directors shall consider each recommendation of the merit increase, and, if granted, it shall become initially effective on the date that the employee makes written application to the Board indicating receipt of notification of the registration and/or license and will continue while that employee occupies a position not requiring such registration and/or license.

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

1.13 401(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.

1.14 Cafeteria Plan: The District's Cafeteria Plan shall be available to all employees covered by this Memorandum of Understanding. The District shall contribute \$50 per month for each employee. Effective January 1, 2004, the District shall contribute an additional \$50 per month to the Cafeteria Plan for each employee provided that this additional amount must be used to reimburse eligible cafeteria plan expenses. The cash option may not be chosen for this additional \$50 per month.

SECTION 2 – VACATION

2.1 General: All employees, with the exception of Temporary status employees, earn paid vacation time from the first month of employment. However, a new employee without District tenure may not use any accumulated vacation time until after completion of six (6) months service. Thereafter, 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:

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

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

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

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:

- A. Employees may request payoff of accumulated vacation time.
- B. Employees must have either taken 10 days of vacation time within the calendar year of application or have accrued sufficient vacation time to take a mandatory ten days of vacation time off within the calendar year of application.
- C. The maximum number of days which will be considered for payment in any one calendar year shall be twenty (20) days.
- D. The employee shall submit a letter of request for payment of accumulated vacation to his/her Department Director which shall include the number of days pay requested. The request will then be submitted to the General Manager. If all of the conditions specified above are satisfied, the request will be considered.
- E. Note the following exception to Section 2.6.D. 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 provided that the conditions of paragraphs B. and C. above are met.

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.

SECTION 4 – LEAVES

4.1 Sick Leave: Current regular or probationary employees hired by the District prior to May 1, 1985, earn fifteen (15) days sick leave per year. Regular or probationary employees hired by the District after May 1, 1985, earn twelve (12) days sick leave per year. Sick leave is to be used only in case of real sickness, disability, medical or dental care for the employee, or up to ten (10) days annually may be used to attend to 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. Probationary employees are eligible to use earned sick leave as required.

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.

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

regular or probationary employees hired by the District after May 1, 1985, the following schedule shall apply:

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 all credited 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.

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.

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 (70%) percent of gross compensation less any Worker's Compensation payments.

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

The 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 is called 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.

Upon termination of the disability, (generally six weeks following a regular delivery, eight weeks following a Caesarean Section, or the length of the disability), the employee will no longer be able to use sick

leave, but will be allowed to use any accrued vacation, earned overtime or leave without pay. 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 for up to thirty (30) working days may be approved by the Department Director and the General Manager. Longer leave shall require the approval of the Board of Directors and may be made if there is a compelling reason and the employee's work unit will not be unduly affected by the employee's absence. During an extended leave, the employee's employment status and seniority will remain unchanged. Health plan insurance benefits will be continued for only medically-related leaves. However, all other rights, privileges, and benefits of employment are suspended until the employee's return to active employment.

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 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 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 after four (4) hours' overtime work. In addition, they will receive a \$12.00 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 \$12.00 meal allowance 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 \$12.00.

Operations personnel will receive the meal allowance, but not the paid meal break. Meal periods and meal allowances will be paid only for overtime hours and will not be paid for scheduled working hours. The paid meal period includes cleanup time. Receipts will not be required for meal allowances.

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 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, 2012 through December 17, 2017.

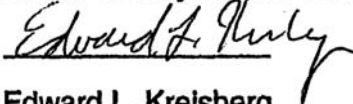
SECTION 4 – DISTRIBUTION OF AGREEMENT

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.

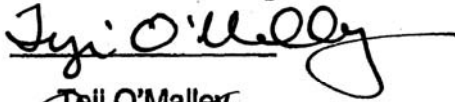
SECTION 5 – SIGNATURES TO AGREEMENT

5.1 Signatures: Signed and entered into this 20th day of December, 2012, subject to the approval of the respective parties.

For Central Contra Costa County Central Sanitary District:



Edward L. Kreisberg

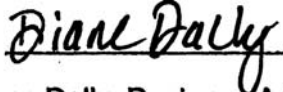


Teji O'Malley

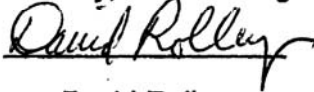


Curtis Swanson

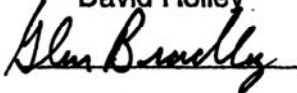
**For Employees' Association, Public Employees Union,
Local One:**



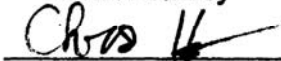
Diane Dally, Business Agent



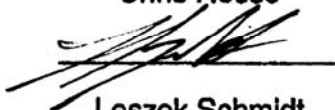
David Rolley



Glen Bradley



Chris Hesse



Leszek Schmidt

INDEX

A ccrual Credit; Vacation	37
Accumulation; Overtime	5
Advancement to Level II	22
Advancement to Level III	22
Alternative Work Schedules	19
Application; Waiver, Practices	46
Appointment of Relatives	19
• Application	19
• Definition	19
• Officials	19
• Restrictions	19
B enefit Provisions	31
Birthday Leave	44
C afeteria Plan	36
Career Service Pay	4
Cars on District Business	28
Classification Requiring Certification, Registration, or License	7
• Class A/Class B Driver's License	7
• General	7
Compliance With The Americans With Disabilities Act (ADA).....	2
Continuance of Benefit Plan	33
• Tier I	33
• Tier II	33
• Tier III	33
• Miscellaneous	34
Court/Witness Appearances.....	43
D eath in Family	42
Deferred Compensation	32
Dental Plan	32
Disability Plan	32
Disciplinary Procedure	12
• Appeal	18
• Disciplinary Action	12
• Dismissal of an Employee	15

- Fair and Impartial Hearing for Disciplinary Action and Dismissal of Employees 17
- Distribution of Agreement; Shared Cost 46
- District Rights 1
- Doctor's Release 40
- Driver's License 29
- Dual Health Coverage 31

Education; Tuition Refund Policy 45

Eligible Classifications (Personnel Advancements) 21

Employee Assistance Program (EAP)..... 35

Employee Benefits 31

- 401(A) Money Purchase Plan 35
- Benefits 31
- Cafeteria Plan 36
- Continuance of Benefit Plan 33
- Dental Plan 32
- Deferred Compensation..... 32
- Disability Plan 32
- Dual Health Coverage 31
- Employee Assistance Program (E.A.P.) 35
- Eye Care Plan..... 32
- Health Plans 31
- Registration Differential 35
- Retirement 31
- Term Life Insurance Plan..... 32

Employee Reclassification Requests; Procedure..... 20

Examination Procedures; Open/Promotional Opportunities 23

Exclusive Representation 1

Failure to Pass Examination 21

Fair and Impartial Hearing for Disciplinary Action and Dismissal of Employees 15

Family and Medical Leave Act 44

General Increases 3

Grievance Procedure 9

- Employee-Processed Grievance 12
- General 9

- Grievance Processing During Regular Working Hours 12
- Grievance Witnesses 12
- Group Grievances..... 11
- Matters Not Subject to Grievance..... 9
- Matters Subject to Grievance 9
- Miscellaneous Provisions 11
- Procedure 10
- Self Representation 9
- Separate Grievance File 12

HHealth Plans 31

Holidays..... 39

- Holiday Compensation..... 39
- Holiday Schedule..... 39
- Weekend-Designated Holidays 39

Holiday Compensatory Time 39

Hours of Work 18

- Alternative Work Schedules..... 19
- Regular Work Week..... 18

Jury Duty 42

Lactation Accommodation..... 2

Lateral Transfers 25

- Conditions 26
- Definition 25
- Procedure 26

Layoff; Provisions 20

Leaves..... 40

- Birthday Leave 44
- Court/Witness Appearances 43
- Death in Family 42
- Doctor’s Release..... 40
- Family And Medical Leave 44
- Jury Duty..... 42
- Leave of Absence Without Pay..... 43
- Military Leave..... 42
- Notification 40
- Pregnancy Disability 42
- Salary Continuance Plan 41

- Sick Leave 40
- Sick Leave Accumulation 40
- Sick Leave Incentive Benefit 40
- Work-Incurred Injuries 41

License Requirement 7

Lockers 28

Longevity Compensation; Career Service Pay 4

Maintenance Of Membership, Agency Shop, Dues Checkoff ... 8

- Application 8
- District Responsibility 9
- Exclusions 8
- Failure to Comply 9
- Method of Payment 8
- Union Responsibility 8

Management And Union Rights 1

- District Rights 1
- Title IV of District Code 2
- Union Rights 1

Meal Allowance 44

- Call-In Not on Stand-By 44
- Common to All 44
- Scheduled Overtime 44
- Stand-By 44
- Unscheduled Hold-Over 44

Merit Increases 3

Mileage; Allowance 29

Military Leave 42

Money Purchase Plan – 401(a) 35

Night Shift Differential 5

Nondiscrimination 2

- Compliance With The Americans With Disabilities Act (ADA) 2
- Lactation Accommodation 2

Notification; Leaves 40

Open/Promotional Opportunities; Examination Procedures 23

Out of Class Pay 4

Overtime 5

- Accumulation 5

- Holiday Compensatory Time.....5
- Rate5

Paycheck Distribution3

Payment of Accumulated Vacation Time37

Pregnancy Disability Leave42

Promotional Opportunities20

- Absence of Qualified Employees23
- Advancement To II Level22
- Advancement To III Level22
- Eligible Classifications21
- Failure To Pass Examination21
- General20
- Recommendation For Advancement21
- Salary Increase22

Property Damage; Consideration For Replacement29

Reclassification Requests, Employee.....20

Recognition And Coverage1

Recommendation For Advancement.....21

Regular Work Week18

Registration Differential35

Registration Requirement.....7

Retirement.....31

Rights; Union.....1

Safety.....27

- Cooperation27
- District Safety Committee Membership.....27
- Purpose.....27
- Responsibility.....27
- Substance Abuse.....27

Safety Shoes29

Salary3

- Certification3
- General Increases.....3
- Merit Increases3
- Out-of-Class Pay.....4
- Paycheck Distribution3
- Terminal Compensation.....4

Salary Continuance Plan.....41

Salary Increases; Promotional Opportunities	22
Savings; Invalidation	46
Scheduled Overtime; Meal Allowance.....	44
Shift Differentials	4
• Night Shift Differential	5
• Swing Shift Differential.....	5
• Work Week	4
Sick Leave	40
Sick Leave Accumulation	40
Sick Leave Incentive Benefit	40
Sick Leave Notification	40
Signatures to Agreement.....	47
Stand-By; Meal Allowance	44
Stand-By And Call Back-Time.....	6
• Call-Out Period	6
• Call-Out Pay.....	6
• Consecutive Call-Outs	6
• Conversion of Stand-By Pay.....	7
• General	6
• Stand-By Pay	6
Substance Abuse	27
Swing Shift Differential	5

T emporary Employees; Appointment Limitation	19
Term; Length of Agreement	46
Term Life Insurance Plan	32
Terminal Compensation	4
Termination; Vacation	38
Tools and Equipment	28
• Cars on District Business.....	28
• Lockers	28
• Safety Shoes.....	29
• Uniforms.....	28
Trainee Program	23
• Eligible Classifications	23
• Pre-Qualifications.....	24
• Promotion.....	24
• Salary.....	25
• Selection	24
Training and Development Policy.....	45

U niforms	28
Union Membership	8
• Application	8
• District Responsibility	9
• District Rights	1
• Exclusions	8
• Failure to Comply	9
• Method of Payment	8
• Union Responsibility	8
• Union Rights	1
Unscheduled Hold-Over; Meal Allowance	44
Use of Vacation Accumulation	37

V acation	36
• Accrual Credit	37
• General	36
• Integration of Volunteer Pay	38
• Payment of Accumulated Vacation Time	38
• Termination	38
• Use of Vacation Accumulation	37
• Vacation Earnings	37

W eekend-Designated Holidays	39
Work-Incurred Injuries; Leaves	41
Work Week; Shift Differentials	4

