

# CENTRAL CONTRA COSTA SANITARY DISTRICT MANAGEMENT GROUP

## MEMORANDUM OF UNDERSTANDING

DECEMBER 18, 2017 THROUGH DECEMBER 17, 2021

### I RECOGNITION AND COVERAGE

The Management Group is the formally recognized exclusive employee representative for all Management Employees, excluding the General Manager, Secretary of the District, and Unrepresented Employees of the Central Contra Costa Sanitary District. The Management Group shall represent:

<u>Classification</u>	<u>Salary Range</u>
Planning and Development Services	
Division Manager	M -24
Capital Projects Division Manager	M -24
Plant Operations Division Manager	M -24
Plant Maintenance Division Manager	M -24
Collection System Operations Division Manager	M -24
Environmental and Regulatory Compliance Division	
Manager	M -24
Information Technology Manager	M -24
Finance Manager	M -29
Program Manager	M -33
Purchasing and Materials Manager	M -35
Communication Services and Intergovernmental Relations	
Manager	M -35

The District need not fill those positions as listed above.

### II RIGHTS

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

All employees of this bargaining unit, Management Group, in addition to being governed by this Agreement, shall also be subject to the District's rules, regulations, and policies having general applicability to employees of the District and any subsequent rules, regulations, and policies that may be promulgated in the future, so long as they do not conflict with this Agreement, past practices, or the law.

Issues affecting employment which arise from members of the Management Group concerning the interpretation or application of the District's rules, regulations, or policies shall be discussed between the Manager, Manager's Supervisor, and the General Manager in a good faith attempt to resolve the issue. If they cannot reach a solution, the Board of Directors will hear the issue and make the final decision.

### **III TERM**

This Memorandum of Understanding shall remain in full force and effect from December 18, 2017 through December 17, 2021.

### **IV GENERAL AND MERIT INCREASES**

Effective April 18, 2018, employees' wages shall be adjusted by 3.6%. Effective April 18, 2019 and April 18, 2020 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 minimum of 1.75% and a Maximum of 3.75%. Effective April 18, 2021, the minimum shall be 1.75% with a maximum 3.5%.

The payment of the first wage increase back to April 18, 2018, shall apply only 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 pay or compensation other than wage already provided by the District prior to Board approval, with the exception of employees' contribution to the employee retirement contribution rate as set forth in the Retirement Program section of this MOU.

Employees normally receive a salary step 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.

The District shall distribute paychecks directly to the employee on the last regular District working day of each month.

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

**V VACATION**

Hired prior to May 1, 1985 Years Employed	Hired after May 1,1985 Years Employed	Annual Allowance	Maximum Accrual
	0 -3 Years	10 Days	20 Days
0 -5 Years	3-5	15	30
5 -10	5 -10	16	32
10 -15	10-15	17	34
15-20	15-20	20	40
20-25	20-25	25	50
25-30	25+	30	60
30+		35	70

The extra days accrued due to service of over five (5) years are credited to each employee's account on his /her anniversary date.

If an employee leaves the District for any reason he /she will be paid for any earned vacation time not used. Payment of accumulated vacation time shall occur upon written request of the employee provided that the employee has either used at least ten (10) vacation days during the last twelve (12) months or has accrued sufficient vacation time to take a mandatory ten (10) days of vacation time off within the calendar year of application.

Note the following exception to the above: payment of accumulated vacation time above the maximum annual accrual shall occur automatically on the anniversary date on which the time would be lost provided that an employee has used at least ten (10) vacation days during the last twelve (12) months.

**VI SICK LEAVE**

Employees hired prior to May 1, 1985, earn fifteen (15) days of sick leave per year. Employees hired after May 1, 1985, earn twelve (12) days of sick leave per year. Sick leave may be used up to ten (10) days annually to attend to the health needs of an immediate family member. Also, in the event of a death in the employee's immediate family, the employee may be absent up to a maximum of ten (10) days and have the time off charged to his /her sick leave account.

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.

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

Years of Service	Pay-Off Credit at Termination	Pay-Off Credit at Retirement
0 -5	0%	0%
5 -10	25	25
10 -25	25	35
25+	25	40

Employees hired or promoted into the Management Group effective on or after December 18, 2017, shall be subject to the following provision:

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

## **VII MEDICAL INSURANCE**

### **Applicable until implementation of CalPERS Health:**

Current regular or probationary employees shall be provided with a choice of three health plans. Those plans are Kaiser, a HealthNet HMO and a HealthNet PPO. In the event these plans become unavailable due to unforeseen circumstances, the parties agree to meet and confer as soon as possible to negotiate the effects of any such change. The premium cost of the plans shall be borne by the District. However, employees who select the PPO plan shall pay through payroll deduction the difference in premiums between the PPO plan and the highest cost HMO plan. Employees with dual health insurance coverage may withdraw from the District's health insurance plan and, effective the first full pay period following Board approval of this MOU, receive a District contribution to deferred compensation in the amount of \$400 per month in lieu of enrollment in the medical plan.

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 or other benefits different, or under different terms than those provided for in the Agreement, they will immediately meet and confer for the appropriate modification.

### **RETIREE HEALTH BENEFITS:**

TIER I: Employees hired prior to May 1, 1985, shall be provided with the continuance of medical, dental, vision and reduced life insurance plans (one-half of life insurance provided at the time of retirement) 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, dental and vision plans.

TIER II: Employees hired after May 1, 1985 but before April 19, 2003, shall be provided with the continuation of medical, dental, vision and reduced life insurance plans (\$10,000 policy) in force at the time of retirement 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 requirement must total 65, with a minimum requirement that the employee must be at least age 50 and have a minimum of ten (10) years of continuous service with the District at the time of retirement. Employees hired after April 18, 2003, who have reached age 55 and have a minimum of ten (10) years of continuous service with the District at the time of retirement shall be covered by medical, dental and vision plans when they retire from District employment. The District shall continue to pay for the full cost of an eligible retired employee's medical, dental, vision and coverage 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 employee's medical, dental, and vision coverage. Eligible employees' qualified dependents (as defined by the plan provider) who were covered as dependents at the time of retirement also shall be covered by medical, dental and vision plans with the exception that the District shall only pay for the full cost of an eligible dependent's medical, dental and vision 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, dental, and vision coverage.

TIER III: Employees hired after June 30, 2009 shall be covered by medical, dental and vision 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. The District shall only pay fifty percent (50%) of the premium cost for the lowest cost medical, dental, and vision plan for the retiree and spouse. Eligible employees' qualified dependents (as defined by the plan provider) other than the employee's spouse who were covered as dependents at the time of retirement also shall be covered by medical, dental and vision plans with the exception that the employee shall pay the full cost of coverage for those dependents. Tier III retirees and dependents are ineligible for life insurance.

### **Upon Implementation of CalPERS Health:**

**Transition to CalPERS Health:** During the term of this MOU, the District will be transitioning to CalPERS Healthcare under the Unequal/PEMCHA (Public Employees' Medical Care and Hospital Act) minimum vesting schedule. Current regular or probationary employees hired by the District shall be provided with health care options through CalPERS.

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

The District will pay the CalPERS minimum required contribution amount toward the employee's health care coverage directly to CalPERS in accordance with CalPERS requirements. The District will make a contribution for the remaining

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

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

Employees with dual health insurance coverage may withdraw from the District's health insurance plan and, effective the first full pay period following Board approval of this MOU, receive a District contribution to deferred compensation in the amount of \$400 per month in lieu of enrollment in the medical plan.

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

#### **RETIREE HEALTH BENEFITS AFTER THE TRANSITION TO CalPERS:**

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

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

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

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

plan (the "Core Plans" for active employees). Eligible employees' qualified dependents (as defined by the plan provider) who were covered as dependents at the time of retirement also shall be covered by medical, vision and dental plans.

TIER II: Employees hired after May 1, 1985, will be covered by medical, dental, vision and reduced life insurance plans (\$10,000). The District will pay more than the minimum employer contribution that CalPERS requires, if the employees meets the "Rule of 65." For employees hired after May1, 1985 but before April 19, 2003 the Rule of 65 requires that an employee's age plus years of service with the District at the time of retirement total 65 with a minimum age of 50 and minimum of ten years of continuous service. For employees hired between April 19, 2003 and June 30, 2009 the Rule of 65 requires a minimum age of 55 years old and a minimum of 10 years of continuous service. If an employee meets the Rule of 65, effective upon the ratification of the MOU and the implementation of CalPERS, the District shall pay the full monthly premium cost of the Kaiser Permanente or Health Net SmartCare plan (the "Core Plans" for active employees).

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

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

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

"Core Plans" for those retirees under the age of 65 are Kaiser Permanente and Health Net SmartCare. For those retirees age 65 and older, the Core Plans are

Kaiser Senior Advantage and United Healthcare. If a retiree selects any other plan that is offered by CalPERS that exceeds the cost of either of the Core Plans, the employee must pay, in addition to their share of the monthly premium, the difference in premiums between the highest cost Core Plan and the plan he or she selects. If the selected plan is less than either of the core plans, retirees shall not be reimbursed the difference.

#### COMMON TO ALL RETIREES:

At the time of an 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, dental and vision 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.

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

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

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

### **VIII RETIREMENT PROGRAM**

Retirement is based upon a formula which includes the employee's age, salary, and years of service.

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

### **IX DENTAL PLAN**

The District shall provide a dental care program fully paid by the District. Delta Dental shall be the dental plan provider.



## **X DISABILITY INSURANCE**

All employees will be required to maintain a Long Term Disability Program. Employees shall pay the premiums for the Long Term Disability Program.

## **XI LIFE INSURANCE**

The District provides term life insurance and accidental death and dismemberment coverage as follows:

The lesser of (a) an amount equal to two times the employee's annual earnings, the result rounded to the next higher multiple of \$1,000 if not an exact multiple thereof, or (b) \$250,000.

Dependents term life insurance equals \$1,500 for employee's spouse and \$100 for employee's children according to attained age of 14 days or over but less than six months, and \$1,000 for children six months or over until age nineteen, unless a full-time student less than 23 years of age and dependent upon the employee for support.

## **XII OTHER LEAVES**

If an employee reports for jury duty, he /she may take time off with pay and not take any monies from the court (not including mileage allowance or meal expense) as a juror. Mileage allowance shall be kept by the employee under any circumstance.

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.).

For the purposes of State Disability Insurance, Pregnancy Disability Leave is effective the first date the employee is disabled. The District will require verification from the employee's physician. E.g. If an employee's last day of work is 9/1, and the baby is delivered on 10/1, then the effective date of Pregnancy Disability Leave will be 9/1. The combination of time off for approved Pregnancy Disability Leave and Family Medical Leave may not total more than seven months per occasion. This requires approval of the Department Director.

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 leave of absence without pay for the purposes of family and medical leave.

All Management Group employees will receive forty (40) hours per year administrative leave. These administrative leave hours will be credited to each employee's account on the first day of the May pay cycle of each applicable year.

### **XIII HOLIDAYS**

There are thirteen (13) paid holidays.

### **XIV CAFETERIA PLAN**

All employees shall be provided \$ 425 per month for use on the Cafeteria Plan. Yearly benefits will be calculated as of January 1 of each year. The employee may elect to take the full contribution in cash.

### **XV PROFESSIONAL EXPENSE REIMBURSEMENT**

Each manager shall have a Professional Expense Reimbursement not to exceed \$3,000 per fiscal year for their use in improving their knowledge and skills. This allowance would be used for professional, job -related training, class, or conference requested by the manager. It is subject to approval by the General Manager. Travel would be limited to the U. S. and Canada unless the General Manager and the District Board approve attending functions outside the U. S. and Canada. The unused portion may carry over two additional fiscal years, allowing for a maximum expenditure in any fiscal year of \$9,000.

### **XVI REGISTRATION DIFFERENTIAL**

The District grants a five percent (5%) salary increase to employees who achieve registration or license as a Professional Engineer, Land Surveyor, or Certified Public Accountant in a position not requiring such registration or license.

### **XVII PROFESSIONAL REGISTRATION**

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

### **XVIII LONGEVITY COMPENSATION**

Employees who have 10 years or more of continuous service in the District will receive an additional two and one-half percent (2-1/2%) salary increase.

An additional two and one-half percent (2-1/2%) longevity pay increase (for a total of 5%) will be granted to employees after twenty (20) years of continuous employment with the District.

### **XIX 4.01( a) PLAN AND DEFERRED COMPENSATION PROGRAM**

In lieu of Social Security, the District offers a 401(a) Plan. The District's contribution to the 401( a) Plan is an amount equal to that which normally would have been contributed to Social Security. If, during the term of this Memorandum of Understanding, the District is required by law to participate in the Social Security system, the District will cease contributing to the 401( a) Plan and will

meet and confer on the change. The District also offers a Deferred Compensation Plan. Employee participation in the Deferred Compensation Plan is voluntary.

## **XX TERMINAL COMPENSATION**

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

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

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

## **XXI SALARY CONTINUANCE**

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

The salary continuance will be equivalent to seventy percent (70%) of gross salary 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 comes 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 twenty-one (21) days or necessitates hospitalization, the 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 during this waiting period.

## **XXII VEHICLES /MILEAGE**

Those employees driving their personal vehicle on District business, including Department Directors, shall be reimbursed by the District at the rate allowed by the Internal Revenue Service without tax consequences.

**XXIII SAFETY EQUIPMENT**

Personal safety equipment required by the employee to perform his /her job duties will be provided by the District. The employee will be entitled to safety shoes and safety glasses in accordance with the applicable District policies and standards.

**XXIV EMPLOYEE ASSISTANCE PROGRAM ( EAP)**

The District Employee Assistance Program shall be provided by the District to the employee.

**XXV CELLULAR PHONES**

Employees are reimbursed for their work-related use of personal cell phones, including emergency response in accordance with Board Policy #009, Manager Cell Phone Reimbursement Policy.

**XXVI SAVINGS**

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

**XXVII SIGNATURES TO AGREEMENT**

Entered into this 1<sup>st</sup> day of November, 2018 subject to the adoption by the Board of Directors of Central Contra Costa Sanitary District.

CENTRAL CONTRA COSTA  
SANITARY DISTRICT

*Bruce Heid*

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BRUCE HEID  
LEAD NEGOTIATOR

*Ann Sasaki*

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ANN SASAKI

*Teji O'Malley*

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TEJI O'MALLEY

MANAGEMENT GROUP



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EDGAR LOPEZ  
LEAD NEGOTIATOR

*Lori Schectel*

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LORI SCHECTEL